



OPERATIONS POLICY

1 Mission

Family Counselling and Support Service for Guelph – Wellington is the premier provider of exceptional yet affordable services committed to strengthening individual, couple and family life; helping people learn money management and strategies; supporting people with developmental challenges and those caring for them.

2 Vision

FOSTERING RESILIENCE TO BUILD A CARING COMMUNITY

3 Values

The Staff and Providers of FCSS believe in ensuring:

- Affordable counselling and support services are accessible to the residents of Guelph-Wellington
- Effective community partnerships and collaborations are developed that support the needs of the community
- Competent and qualified professionals deliver high quality services and information consistent with standards and practices
- People are supported through compassionate care, timely linkage to appropriate resources and education that supports self-management for wellbeing and independence
- Staff and Providers are engaged in their work and committed to excellence in social care
- We care about the organization, our colleagues and our clients
- We are entrepreneurial and offer creative solutions within regulatory boundaries. We evolve and advance for the benefit of our clients.

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01 DEFINITIONS, PROGRAM & SERVICES

1.1 General

1.1.1 **Referral** is a request for service by an individual, couple or family (self) or a third party on behalf of an individual requesting service from FCSS.

1.1.2 **Eligibility** for services at FCSS is open to people living or working in Wellington County.

1.1.2a. **Services Outside Wellington County** will be provided only if:

- It addresses an unmet need that is aligned with FCSS vision and mission
- It doesn't jeopardize the delivery of our core services within the County
- It enhances the Agency profile
- It enhances our partnership with other agencies.

1.1.3 **Intake** is the centralized contact point for all referrals for access and linkage with programs and services at FCSS. Intake personnel will assess for eligibility, appropriate service, and fee schedule. Intake is responsible for collecting all demographic information, client-identified service goals and inputting of information into FCSS data base.

1.1.4 **Interview/Session** involves a face-to-face or telephone contact.

1.1.5 **Complaint** is any statement made by a client or other person concerning some aspect of our service about which they are unsatisfied and which is not being resolved by the person about whom they are complaining.

1.1.6 **Coordination of Services:** in the event that coordination of service is deemed appropriate to maximize the quality of the client experience at FCSS, direct service staff, and especially service coordinators, will organize or participate in a service coordination process. At all times, the client must be aware of, consent to, and be invited to participate at some level in the service coordination process.

1.2 Clinical Services: are provided to individuals, couples, families and groups for the purposes of addressing an identified need. Therapeutic counselling, psycho-educational curricula, advocacy and coaching are some of the approaches used by FCSS providers to enable people to get back on track.

1.2.1 **Anger Management** counselling is provided to individuals seeking support to develop strategies to manage and regulate emotions and behaviours negatively impacting others and/or self. Referrals are made by the individual

or at the encouragement of a third party (physician, probation/parole, courts, etc).

- 1.2.2 **Clinical Interns** on placement at FCSS are students enrolled in university programs (masters or doctorate) who are required to obtain practical experience to complete their programs. Oversight of interns is provided by approved clinical supervisors who maintain contact with universities sponsoring placements at FCSS to ensure the practical learning experience meets the learning goals of the Intern and requirements of the university program. Interns do not provide services to clients in the Employee Assistance Program
- 1.2.3 **Counselling/Therapeutic Counselling** is a service provided by the Clinical Services Unit to individuals, couples and/or families to promote well-being and effective coping to enhance daily functioning. Identification of goals for counselling services are established using a collaborative process with the client(s) and therapist that include timelines for review and/or completion of therapy. The overarching goal of therapy is to foster self-reliance through insight and understanding to enable people to get back on track.
- 1.2.4 **A Counsellor/Therapist** is a provider who has successfully completed a post-graduate or doctoral degree who is registered with a regulatory college or body, e.g. Ontario College of Social Workers and Social Service Workers (OCSWSSW), College of Psychologists of Ontario (CPO), The College of Registered Psychotherapists and Registered Mental Health Therapists of Ontario (CRPRMHTO), Registered Marriage & Family Therapist (Canada) (RMFT).
- 1.2.5 **Employee Assistance Program (EAP)** provides counselling services to business/enterprise via a service agreement for services provided by FCSS. Counselling services may include clinical, financial, developmental services and all other services offered by FCSS. The parameters of services are outlined in the service agreement with each business/enterprise (customer). The purpose of the EAP is to assist employees and/or their dependants who have psychosocial, family or substance abuse problems; to promote wellness and well-being and to provide critical incident interventions, as requested.
- Use of the EAP should not jeopardize an employee's job security or career advancement.
 - The decision to participate in the EAP is, ideally, voluntary for the employee and his/her family, however, EAP services for an employee may be directed by the employer.
 - As indicated in each of the EAP contracts, FCSS will maintain a position of neutrality vis-à-vis the sponsoring organization with respect to employer-employee relations.
- 1.2.5.a **Master Contract** is a service agreement between FCSS and a business enterprise for the provision of Employee Assistance Services that details the costs, service parameters and populations to which services may be

provided. This agreement will also include a fee schedule and duration of the terms of the contract between FCSS (the Master Contract Holder) and the customer (business enterprise). FCSS is a Master Contract Holder under the auspices of the FSEAP network. As part of this network, FCSS will provide the following information to all Affiliates who are part of the FSEAP network that provide services on behalf of FCSS:

- Details about employee populations,
- Details about promotional activities,
- Orientation sessions scheduled for each location, and
- Details about services, timelines covered in the contract

1.2.5.b **An Affiliate** is a provider designated by FCSS to deliver EAP services. An Affiliate will be a member of the FSEAP network and/or will meet the requirements for service provision outlined in CCA Accreditation standards.

1.2.6 **Violence Against Women Programs & Services (VAW)** are provided by the Clinical Services Unit that includes therapeutic counselling to women who have experienced intimate partner assault and are seeking support to manage the trauma of violence. Services provided include individual counselling as well as group formats.

1.2.7 **Child Witness Program** is provided by the Clinical Services Unit and includes group and individual counselling to children who have witnessed intimate partner violence to foster understanding to support coping and management of witnessing violence.

1.2.8 **Partner Assault Program Services (PAR)** are provided by the Clinical Services Unit that includes group programs for men and women who have been attend for counselling to understand how to manage and regulate violent tendencies against intimate partners/spouses as a result of police intervention. Referrals are made by local probation and parole services and participation is mandatory as outlined by the courts or can be voluntary.. Support services are also provided to partners of PAR participants as a risk mitigation initiative and is an integral part of the PARS program. Participation by partners of PARS participants is voluntary.

1.2.9 **Female Survivors of Childhood Sexual Abuse** counselling is provided to women whose adult lives remain affected by the trauma of sexual abuse in childhood.

1.2.10 **Help Now** is a program designed to build capacity among community organizations to enable the assessment and treatment of children who have been sexually abused; children who demonstrate sexualized behaviours; and children at risk for sexually offending within Wellington County. Through specialized training, enhanced awareness among service providers in community organizations supports the development of a network of expertise and skills to better serve these children and their families.

- 1.2.11 **High Conflict Counselling (HCC)** is provided by providers with expertise in the Clinical Services Unit to support children with parents engaged in high-conflict separation and/or divorce. The purpose is to support the child/ren to foster positive reunification with one or both parents with a high level of volatility between parents. Referrals are initiated by one or both parents at the request of their lawyer. FCSS HCC counselling services focus on the needs of the child/ren.
- 1.2.12 **Walk-in Service/“Open Access”** provides unscheduled access to counselling services. FCSS is committed to fostering easier access to social care needs through this program to address ‘readiness for change’ by providing therapeutic counselling services without the need for an appointment to access a single-session of therapeutic counselling.

1.3 Developmental Services

- 1.3.1 **Access, Information & Referral (AIR)** for children (<18 years of age) is provided by the Developmental Services Unit that includes providing navigation for families and individuals through the developmental services network across Wellington County. Access, information and referral services also include management of waiting lists for services, facilitating placement into vacancies in residential and day programs and ensuring a central contact point for people seeking information, updates and support to access developmental services across the region.
- 1.3.2 **Case Management / Service Coordination** is a service provided by the Developmental Services Unit that includes direct support to individuals and their families. Service coordination must promote the following principles:
- Individual's autonomy and self-reliance
 - Quality of life
 - Safety of the individual
 - Overall well-being or individuals, including those with special needs
 - Community support

These principles will be accomplished through direct service to client individuals, families and friends and promotion of this service throughout Wellington County and community partners

- 1.3.3 **Case Managers / Service Coordinators** are graduates of university and/or college programs with training in, and knowledge of developmental disabilities and services to support effective navigation with individuals and their families. Service coordinators (Case Managers) will employ a range of intervention methodologies which are based upon the circumstances of the client(s), his/her capacities and the circumstances and values and a professionally reasoned intervention approach and best practices promoted by Adult Protective Service Workers of Ontario (APSWO)

These interventions include, but are not limited to, case management, counselling, support, teaching, service coordination, advocacy, group counselling (support), community development, and direction.

1.4 Financial Literacy Services

The scope of Credit/Debt Management & Financial Literacy programs includes:

- money management counselling with at least 50% of clients receiving, at minimum, one-in-person counselling session:
- counselling and support concerning budgetary, credit and/or debt problems and, when appropriate, referrals
- money management education (help with budgeting, consumer and credit education) either individually or in a group.
- money management counselling involving a third party:
- intervention with third parties such as a creditor, other community agencies, courts, etc.
- debt management programs (DMPs):
- elements of money management counselling
- liquidation of debts according to a pro-rating scheme arranged and administered by the agency.
- preventative education in the community, i.e., media presentations, talks to students and community groups etc.
- development of resource materials for clients and community groups
- financial coaching
- BIA Counselling

1.4.1 Bankruptcy and Insolvency Counselling (BIA) is a service provided by the Credit & Debt Counselling Unit as per the directives of the Superintendent of Bankruptcy on referral from Trustees in Bankruptcy that includes provision of two required counselling sessions to those who have filed a bankruptcy or consumer proposal. Timeline for the initiation and completion of counselling are outlined in the legislation. Referrals for counselling are made by Trustees in Bankruptcy and are required as part of the BIA process.

1.4.2 A BIA Counsellor is qualified to provide BIA counselling following completion of an on-line programs and completion of practice hours. Bankruptcy and Insolvency Act certification is approved by the Canadian Association of Insolvency and Restructuring Professionals.

1.4.3 A Debt Management Program (DMP) is a service provided by the Credit & Debt Counselling Unit that includes determining eligibility to enter into a debt repayment program with the approval of creditors and lenders.

1.4.4 A Credit Counsellor is qualified to provide assessments, financial literacy, BIA and debt management counselling and set up a Debt Management Program for people experiencing financial distress as a result of debt. Certification requires completion of the BIA program, successful completion of comprehensive courses through AFCPE, letters of recommendation, required practical hours and on-going completion of required credit

education units (CEU's). Certified counsellors will receive the Accredited Financial Counsellor (Canada) designation.

A credit counsellor requires:

relevant educational background and experience outlined in Accreditation requirement 7.1 that includes:

BIA Insolvency Counsellor designation within 2 years of being hired

AFCC and certified credit counsellor designation within 3 years of being hired.

Credit counsellors require regularly scheduled supervision.per accreditation requirement 7.3

- 1.4.5 **Financial Coaching** is a service to transfer knowledge and enhance understanding of good financial management practices through a coaching series. Topics may include but not be limited to budgeting, understanding how money works, money messages, debt reduction and management strategies, credit repayment strategies, and life skills related to financial literacy. The financial coaching series is for full fee for service or fully funded programming.

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- 1.5 Project-Based Programs and Services:** From time to time, FCSS participates in demonstration and pilot projects that are supported by project-based funding to meet an identified need to benefit the community. These projects are typically time-limited and foster collaboration and coordination with community partners. **For example, Families & Schools Together (F&ST)** is a program that has been provided since 2002 at FCSS requiring collaboration between elementary schools, families and the community- at-large. F&ST works to prevent: Family violence and breakdown; Child abuse and neglect; School failure; Juvenile violence and delinquency. F&ST is an asset-building, innovative and collaborative prevention and parent involvement process. It is a multi-family group process that brings families together to participate in specific, research-based activities aimed at strengthening families, respecting and supporting parents and building communities. Project funding is sought for programs and services evaluated as having value and an impact on the community with the objective to securing on going funding.

## **02 STANDARDS OF PRACTICE**

**2.1 Professional Standards.** The Agency will deliver a range of services that meet the professional standards set by the relevant professional regulatory colleges and associations. These include Family Service Ontario Standards of Practice for Family Service Agencies, The Ontario College of Social Workers and Social Services Workers, The American Association for Marriage and Family Therapy, Adult Protective Service Workers of Ontario, and The Ontario / Canadian Association of Financial Health & Literacy Services and Canadian Association of Insolvency and Restructuring Practitioners (CAIRP).

The Agency will enter into counselling service contracts only with persons who are registered members of a regulated professional counselling, therapy and/or psychotherapy college or association.

Professional Development requirements of FCSS personnel will be scheduled annually for all staff to comply with CRA accreditation standards. Annual reviews of legislative and regulatory requirements, e.g. AODA, Quality Assurance Measures, Workplace Safety and Harassment protocols (Bill 168), Health & Safety Protocols, etc. will be tracked and provided to all staff.

**2.2 Clients Informed.** At time of initial assessment, FCSS clients will receive a *Rights and Responsibilities* document outlining practice standards at FCSS, and issues related to confidentiality and privacy, complaints, fees and timelines germane to services and programs provided by FCSS.

### **2.3 Employee Assistance Program Requirements**

#### **2.3.1 Eligibility for Service:**

- Service eligibility will be defined in the EAP service contract,
- An appointment will be offered within two (2) business days,
- Applicants will be referred to other resources, internally and externally, when they are ineligible for EAP contracted service,

**2.3.2 Orientation of EAP Providers.** New EAP personnel will receive an orientation to EAP within 90 days of employment or assignment. In addition, they will review the mission, goals, policies, procedures, relationship to FSEAP and principles of EAP practice.

**2.3.3 Professional Development.** Requirements for EAP providers outlined in the FSO standards of practice will be met and tracked that include the following topics:

- Legal & Ethical Issues in Practice
- Client Rights & How to Protect Them
- Intake: Crisis Intervention
- Harassment
- Addictions
- Health and Safety
- Responding to Emergencies
- Theory and practice
- Application of counselling skills in a workplace setting
- EAP models of service delivery
- Prevention and outreach practices
- Violence / sexual abuse

2.3.4 **Critical Incident Stress Interventions:** Staff providing critical incident stress interventions will be certified appropriately and the Agency will maintain an on-call system so that critical incidents can be responded to in a timely manner. EAP personnel will review and update CISM practices as required including assessment of risk, techniques for handling emergencies, and coordination with other services.

#### 2.3.5 **Staff Ratios - EAP**

The Agency will ensure the following as a quality control measure per Accreditation Standards for EAP services:

- There will be no less than one (1) full-time counsellor for every 4,000 EAP employees.
- Coordinators/Managers who engage in the provision of clinical counselling will limit EAP service provision to no more than 20% of their workload.

#### 2.3.6 **Supervision: Consultation**

Clinical & Financial Health & Literacy staff providing direct service to EAP clients are required to engage in supervision, consultation and support from colleagues, the program manager and professional as required.

#### 2.3.7 **Clinical and Contract Supervision of Providers with <5 years clinical experience:**

- Counsellors with less than three years of EAP experience will receive a minimum one hour (1 hr.) of oversight and consultation per accreditation standards.
- Supervision of counselling performance must include review of case records and approval of the service plan by the supervisor, including any psychosocial assessment and use of community resources.
- EAP coordinators/supervisors must review and monitor record keeping, confidentiality issues, dynamics of the sponsoring organization and counselling performance through random review of providers files per FSO and CCA practice standards, i.e., 5% of open and recently closed client files (within the last 3 months).

2.3.8 **Clinical Affiliates:** When an affiliate is contracted to provide EAP services outside of the FSEAP Network on behalf of FCSS who is the Master Contract

Holder, a contract for services between the Clinical Affiliate and FCSS is required. The file of the affiliate will include the following documentation:

the contract for clinical services being purchased

- a) the provider resume
- b) two references
- c) a copy of credentials/degree(s)
- d) a police security check for vulnerable populations
- e) a copy of insurance coverage (filed annually)
- f) a copy of registration with a regulatory body
- g) signed conflict of interest and confidentiality statement

Affiliates must meet accreditation standards for the provision of EAP services

Affiliates must demonstrate access to consultation./supervision providers.

The client record remains the property of the Agency

Affiliates must retain a copy of the client file for 7 years.

#### **2.4 Financial Health & Literacy Face-to-Face Visits:**

The scope of Financial Health & Literacy includes the following:

- At least 50% of clients receive a minimum of one in-person counselling session

#### **2.5 Privacy / Protection of Personal and Electronic Information**

2.5.1 **Accountability:** Family Counselling & Support Services for Guelph-Wellington (FCSS) has designated a Privacy Compliance Officer to handle privacy matters and inquiries regarding personal information. The Privacy Compliance Officer is the Executive Director.

2.5.2 **Purposes:** Family Counselling & Support Services for Guelph-Wellington collects, uses, stores and discloses personal information of FCSS providers, clients and customers only as necessary to provide services/programs in Wellington County and the City of Guelph. Operation of the FCSS system includes, but is not limited to, the following activities: offering benefits and services such as educational courses to FCSS staff, compiling statistics for analytical and marketing purposes, and collecting fees.

2.5.3 **Disclosure of Personal Information:** FCSS will disclose personal information only if consent is given by the relevant individual or:

- When permitted or required by law, such as in response to a subpoena or other legal process
- To a purchaser of all or part of FCSS
- To meet legal obligations such as tax and regulatory reporting
- To mitigate risk of harm to self or others by a client, staff, customer of FCSS
- To comply with audit and/or accreditation requirements conducted by third parties

2.5.4 **Protecting Personal Information:** FCSS protects personal information with safeguards appropriate to the sensitivity of the information and in compliance with all pertinent laws, and regulatory requirements.

2.5.5 **Access, Questions and Concerns:** An individual may submit a written request to access his or her personal information retained by FCSS.

### **03 INTAKE**

- 3.1 Intake Worker.** The Agency will assign intake workers to respond to referrals for service and assess eligibility for FCSS services, fees and scheduling of an assessment appointment. Intake workers will meet requirements outlined in the Intake Worker Job Description.
- 3.2 Alternate Resources.** If the Agency's services are not suitable, or the waiting period is unacceptable to the client, the latter will be informed of the FCSS Open Access Walk-In Service and alternative resources in the community. FCSS will facilitate linkage with these services where appropriate.
- 3.3 Priority for Service.** Intake personnel will assess service priority based on identified need by the client or referral source and availability of service personnel. Every effort will be made to ensure that each applicant receives service as soon as possible and for EAP clients, within timelines outlined in the service contract.
- 3.4 Applicants Informed about Fees.** Those seeking services from FCSS will be informed about the FCSS fee schedule for services.
- 3.5 Eligibility for Service: Clinical Services:** Any person who is a resident of Guelph & Wellington County and who is 16 years of age and older may access counselling, support and educational services in his/her own right.

Children who are 12 to 15 years old, and otherwise qualify for service, may access a one-session assessment session in his/her own right. Continuation of service without discussion with the child's parent will be determined on a case-by-case basis by the Unit Manager, his/her designate or the Executive Director.

Under no circumstances will clinical counselling or Financial Health & Literacy services be offered to a child under the age of twelve in his/her own right without parental or legal authorization to do so.

#### **3.6 Intake Guidelines**

- At time of Intake and once eligibility for services are determined, clients will be informed of their rights, responsibilities, limits of confidentiality and fees, as appropriate
- The applicant's presenting issue or need will be documented and the projected length of service will be determined,
- Client records will be opened and maintained for all service requests in compliance with all legislative and regulatory The referral date, source, client identifier code, presenting problem and disposition will be recorded in the



client record. Written permission will be sought from the client for their participation in service evaluation and client feedback processes and follow up, as required.

### **3.7 Appointment Bookings for Fee for Service Programs: No Show/Late Cancels**

All clients will be entitled to book up to two appointments in advance. For fee-for-service programs, any unpaid balance of fees must be paid before services are provided to the client.

If a new client fails to attend (show) for three (3) consecutive appointments the client will be required to contact FCSS Intake personnel before another appointment can be scheduled.

If a current client cancels within 24 hours of their appointment (late cancel) for two (2) consecutive interviews, s/he will be required to connect with the therapist/counsellor before another appointment can be set.

A post-dated cheque may be accepted in payment for a counselling session as long as the post-dated date does not occur after the next scheduled appointment.

## **INTAKE FOR DEVELOPMENTAL SERVICES UNIT**

### **3.8 Access, Information & Referral (AIR)**

FCSS provides access, information and referrals services to people and their families across Wellington County to link them to the most appropriate service. If it is determined that a person requires Service Coordination/Case Management services, the person or their family member will be directed to contact Intake at FCSS to initiate service. Information pertaining to AIR will be collected and maintained on the ARISS system. AIR information will also be available through a separate website.

### **3.8 Refusal of Service.**

Service by all units may be refused if someone who requests service or is in receipt of service:

- Exhibits behaviour that is deemed by FCSS staff to be dangerous or inappropriate to staff or others at FCSSs,
- Is not sufficiently able or capable to participate in service,
- Refuses to participate in a program or service,
- Has personal needs that will interfere with the client's ability to participate in counselling, or
- Where the staffing level or expertise is not appropriate to the client's presenting needs,
- Has not paid in full for any contractually agreed to fees rendered for service received in the past,
- The PAR Procedure manual will outline under what circumstances a participant may be suspended or dismissed from a program and how and when he will be informed of this suspension,
- Resides outside our funded service area,
- Has secretly and illegally obtained money and requests Financial Health & Literacy

- An individual counsellor may, with the approval of his/her manager or the Executive Director, be permitted for a time-limited period to not serve a client or group of clients as a result of a personal traumatic situational event or events.

Anyone who is refused service should be referred to another community resource or service wherever appropriate. A note will be placed on the client file of any existing or previous client who has been refused service reflecting a rationale for the refusal of service.

### **3.9 Discontinuing Service**

FCSS personnel have the right to discontinue service to clients under certain circumstances, with the approval of the Unit Manager and/or Executive Director. The safety and well-being of the client is paramount and will be considered in the decision to discontinue service. A rationale to discontinue service will be reflected in the client's file.

### **3.10 Hours of Operation & Emergency and After-Hours Service**

FCSS hours of operation are:

Monday 9AM -5PM; Tues-Thurs 9AM – 9PM; Fri 9AM – 5PM

After regular office hours, the automated telephone response will:

- Indicate resources that are available in the event of an emergency or crisis situation. These resources include the local hospital and the local distress centre.
- Direct callers to the hospital if the crisis involves suicide or attempt.
- The automated telephone response will be available on a 24/7 basis.
- In the event of a critical incident, trained staff counsellors will be available, at all times, to employees of our EAP contract organizations. The counsellors will be paged through our national EAP 1-800 number.
- Clients referred for trauma counselling will be offered an appointment the same day if received by noon and in any event no later than the next business day.
- For EAP clients, the Agency will:  
Direct EAP callers to a toll-free number that provides services in both official languages and provides immediate access to a qualified professional who will, if necessary, provide a referral to staff at Family Counselling & Support Services for the next business day. Should a client decline the offer of an emergency appointment, s/he will be offered a mutually convenient appointment time..

## **04 ASSESSMENT**

- 4.1 Purpose and Scope of Assessment:** The assessment will provide a context for service, intervention and goal setting to address the presenting problem. An assessment will inform the intervention plan or service plan and form the basis for the service contract between the client and FCSS.

All clients will be required to participate in an assessment relative to the presenting problem. Should risk for harm to self or other be identified, assessment of risk will be on-going. All FCSS providers working with clients who may present risk to self or others will consult with their supervisor to ensure risk mitigation strategies are identified and protocols are in place.

All assessments will be completed, dated and signed by the provider and included in the client record.

## **05 SERVICE PLAN/AGREEMENT**

**5.1 Service Plan/Agreement – Clinical Services.** Following completion of the Assessment, FCSS providers will collaborate with the client to development a service plan/agreement. The service plan/agreement will be retained in the client record and shared with the client. The client must consent to participate in the service plan and consent to the goals which have been jointly developed with the FCSS provider and the client.

The service plan developed will include, at a minimum, the following:

- The client's perception of the problem and reason for the for service request,
- An assessment of the problem,
- Services identified to assist the client to achieve identified goals
- Services to be provided by the Agency, the client's consent and projected timelines to achieve the identified goals
- Services recommended outside of FCSS to support attainment of identified goals,
- The fees to be charged and the arrangement for their payment for fee paying clients

**5.1.1 Service Plan/Agreement Reviewed.** The service plan/agreement and goals may be reviewed by both parties at each session, or at a minimum, quarterly for longer-term clients..

Changes to the service plan will be discussed with the client and agreed to with a rationale provided for revisions to the identified goals. This information will be included in the client record. .

**5.2 Service Plan/Agreement – Financial Health & Literacy.** Assessments for Financial Health & Literacy clients will include the following elements:

- i) Reasons for request for FCSS services and name of referrer
- ii) Complete financial profiles of client's assets, incomes, expenses and debts,
- iii) Description of how client has tried to solve the problem(s) in the past,
- iv) Discussion of the root causes of the problem, and
- v) Options for solving the problem.
- vi) Projected length of service
- vii) Service goals
- viii) Identification of any additional services that may be needed to meet the service goals.

### **5.2.1 DMP Program Service Agreement**

The DMP service agreement will contain the following:

- Proration of payments for the debt repayment program
- Itemizing of all personal debts

- Conditions of participation in Debt Management Program, e.g. additional debt cannot be incurred while enrolled in the program without discussion and approval of the credit counsellor
- Consent to release information to creditors participating in the debt
  - A “no liability clause” for FCSS
  - A statement indicating that the client can withdraw from the program at any time
  - Agreement to an annual review (complete reassessment and creditor balance update)
  - the agency’s policy on reporting DMPs to the credit bureau
  - DMP may adversely affect credit rating
  - creditors support the agency through dmp
  - the agency’s fee structure
  - a signed deposit agreement
  - projected timeline for completion of the DMP
  - Ontario Registration number under Collection and Debt Settlement Act
  - The Consumer Protection Ontario front cover page entitled “Repaying Debt & Credit Counselling – What you need to know” to be placed as the top page of the contract
  - Criteria as required by the Ontario Collection & Debt Settlement Act

**5.2.2 Administration of DMP Client Trust Accounts:** In order to protect client funds in trust and to meet requirements, the debt management program has:

- insurance by the Canada Deposit and Insurance Corporation or Deposit Insurance Corporation of Ontario,
- one account only
- designation of account as “Collection Agencies Act Trust Account”,
- deposits directly into the trust account within two banking days of receipt of clients’ payments,
- disbursements to creditors and transfer of creditor donations for the agency on the same day,
- monthly disbursements of client funds over \$15.00 to creditors at specified times ,
- prohibition of the removal of trust funds for any general operating purposes,
- monthly reconciliation of the trust account,
- unclaimed funds reported to the Registrar and paid as required after six months,
- reconstruction of client accounts through daily computer backup stored off-site annual audit including auditor’s confirmation of compliance with Collection and Debt Settlement Services Act.

**5.3 Consultation with Other Service Providers:** Prior to consulting with other service providers, the client must be advised and consent provided for FCSS to do so.

**06**    **REFERRALS**

**6.1 Referral Process:** All referrals, whether internal or outside of the agency must be documented and completed according to established procedures aligned with regulatory requirements and accreditation standards.

**6.2 Referral to an Outside Provider:** When a referral to an outside provider will benefit the client toward achieving identified goals, consent of the client or legal guardian in the case of a child under the age of 12 will be obtained prior to initiating the referral. The rationale for the referral and consent of the client to initiate the referral will be documented in the client record. The client will be apprised of any known costs, as appropriate.

**6.3 Confidentiality and Limitations to Confidentiality:** All legislative and regulatory requirements governing client confidentiality will be adhered to when making referrals on behalf of the client. Limitations to confidentiality and privacy will also guide protocols when risk of harm to self or others are assessed, in consultation with the Unit Manager.

**6.4 EAP Services:** where the client is in receipt of EAP services, the counsellor will inform the client about any known impact the referral may have upon the on going availability of EAP services. If the referral is for a person (client) who has been mandated by their employer (customer) through a formal referral process, to attend counselling sessions, the referring provider at the Agency will:

- Consult with the EAP Coordinator or Unit Manager prior to initiating the referral
- Obtain a signed Consent for the Release of Information form from the client to communicate with the employer (customer), and
- Follow-up with the external service provider and the client in order to ensure continuity of service and to ensure that a satisfactory connection has been made, with client consent.

**07**    **CLIENT FEES**

**7.1**    **Clients Informed:** all FCSS Clients will be informed of the relevant fee structure for services to be received at FCSS.

**7.2**    **Clinical Services**

7.2.1    **Fee Schedule:** the fee schedule for establishes a range of fees based on income and family size.

The fee schedule is reviewed annually.

7.2.2    **Contractual Agreement:** All clients will enter into a contractual agreement regarding payment of fees. All clients will pay a minimum fee determined by the Agency. Fees will not be considered a charitable donation.

7.2.3    **Ability to Pay:** all Clinical Services clients, not covered by a specific service contract, are charged a fee based on ability to pay (income and family size).

**7.3**    **Financial Health & Literacy: All clients will be informed of relevant fee structures.**

7.3.1    **Assessment and Counselling Fees:** A fee will be charged for the first visit and subsequent counselling sessions unless otherwise specified. A minimum fee for all services provided by FCSS is required based on the client's ability to pay per the FCSS fee schedule. If a client is unable to pay this fee, options will be assessed with the client. No client will be turned away for inability to pay.

7.3.2    **Fee schedules: fees** are based on family size and family income that is reviewed annually.

7.3.3    **DMP Administration Fee:** a fee of 10% of the monthly payment to a pre-set maximum of \$100 per month or a fixed settlement of up to 10% will be charged as outlined in the client's contractual agreement with the Agency. A one time DMP set up fee may be charged to a maximum of \$50.

7.3.4    **Charitable Donations:** fees are not considered a charitable donation.

7.3.5    **Fees for No Shows or Late Cancellations for Fee-for-Service Programs:**

The Agency will hold individuals and third-party clients responsible for the out-of-pocket costs related to late cancellations (less than 24 hours) and no shows (absence of notice of cancellation within 24 hours): Fifty percent (50%) of the fee for the services to be provided will be assessed and collected at or before the next scheduled appointment. Following two consecutive no shows or late cancellations, no third appointment will be offered until any outstanding fees have been paid. The exceptions to the above include the following:

a) EAP contracts where prior agreement calls for no fee to be paid by the recipient of service,

b) Any late cancellation or no show due to circumstances apparently beyond the control of the client, and in the case of Bankruptcy clients, a prescribed set fee will be assessed.

Clients who fail to attend for their scheduled appointment without prior notice will be assessed a fee per agency policy.

**7.4 Fee Payment: PAR program: Participation in** the PAR program requires payment of a fee by each participant.

**7.5 Fee: Refunds:** Should a client request a refund of fees because s/he is not satisfied with our service, the client will be ask to submit the request in writing citing the reason for the request. The Agency will assess the request as part of a complaints process (see 08). The request for a refund be assessed and the outcome will be communicated to the client in writing and placed in the client record.

**7.6 Interpreter Fees:** Intake staff will inform those seeking support for interpretation services that they may be eligible for subsidized support up to a maximum of \$50.00 for an initial assessment session. During the assessment session, counsellors will discuss further sessions and how the client will arrange to pay for interpretation costs. The client will receive no other funding assistance from the Agency for this aspect of the service

Wherever possible, the Agency will strive to provide funding for interpreters for persons unable to communicate in English. Should the Agency not have funds available to provide this service, it will, on a case-by-case basis, attempt to find funding for this service from other funders.

**7.6.1 Client Eligible:** Only persons eligible to receive service through one of the Agency's United Way supported programs will be considered for financial support for interpretation services. Any client eligible for any portion of subsidization will be eligible to receive the full \$50.00 for interpretation services.

**7.6.2 Clients Ineligible:** Clients involved in fully funded services will not be eligible for subsidized interpretation fees.

**7.7 Reports/Fees/Indirect Activities: Court Appearances**

The current fee for one hour of counselling or other direct service will be applied to all reports written for lawyers and/or the courts as well as to all court appearances ordered by the courts.

Direct service staff should complete a Request for Invoice Form that should be given to the appropriate administrative staff person who will then submit it to the person/organization.

**7.8 Gifts from Clients Protocol:** FCSS personnel may not accept gifts, money, discounts or favors including a benefit to family members, friends or business associates for doing work that FCSS pays them to do. The exceptions to this are promotional gifts or those of nominal value that do not exceed \$25.00. The acceptance of gifts from clients in recognition of support or assistance is permitted only to the same value. Gifts may not be accepted from prospective clients under any circumstance as this may represent a conflict of interest.

**7.9**

**7.9.1 Reporting of Gifts to Employer:** Should an employee accept a nominal gift from a client



or their family, it will be reported to the Unit Manager to mitigate any potential conflict or bias, in connection with their duties. Employees are also required to document and report (to their Unit Manager or Executive Director) any and all situations that involve attending events, receipt of gifts or meals from any vendors or potential vendors or their agents or representatives. The reporting and documentation must include the purpose of the meeting, meal, gift, event etc., and those in attendance if reimbursement is to be requested.

- 7.9.2 **Gifts in excess of \$25.00:** In general, gifts from clients should be discouraged. If a gift is presented to FCSS personnel of more than a nominal or promotional value (e.g., over \$25 in value) s/he shall return it to the sender with a written acknowledgement of the return and reference to the Conflict of Interest policy. Any gifts that cannot be returned should be reported to the Unit Manager or Executive Director. In these limited cases, staff should dispose of this gift for charitable purposes. For example, the gift can be forwarded to a local charity or a draw for the gift can be held and forward all proceeds from the draw to a recognized charity. A letter shall be forwarded to the individual or business that sent the gift advising them a) of the action being taken i.e. return of the gift or donation to charity and b) of FCSS's policy with reference to gifts. A copy of this letter shall be kept on the clients file or in the personnel file, as appropriate.
- 7.9.3 **No Monetary gifts:** gifts of money are not permitted in any instance. Monetary donations to the Agency can be accepted with the provision of a receipt from the Agency.

## **08 COMPLAINTS & COMPLAINTS RESOLUTION**

**8.1 Complaints Received, Tracked & Reviewed:** whether verbally or in writing, complaints will be accepted and discussed with the person submitting the complaint. Each complaint will be evaluated and receive a response. All complaints will be recorded by the Unit Manager and submitted to a centralized location to be reviewed annually (or more frequently if required) to assess for trends from input received by those who use our services. To capitalize on this feedback a complaint may be viewed as

- a report of expectations that have not been met, and
- as a quality improvement opportunity
- important feedback to inform customer service quality and processes received by FCSS

A feedback form should be completed whenever anyone communicates a concern about services received at FCSS or about the client experience at FCSS. The Feedback form will indicate whether the complaint/feedback was provided verbally or in writing.

### **8.2 Complaints Resolution Process**

**8.2.1 Client's Right to Complain.** Any client, or third party involved in a client's case, who feels dissatisfied with the services of the Agency may lodge a complaint.

**8.2.2 Complaints in Writing.** Complaints are presented in writing to the provider or Unit Manager.

**8.2.3 Appeals.** Should the complainant be unsatisfied with the response to their complaint/concern, a written appeal may be made to the Executive Director. A final appeal may be made in writing by the complainant to the Board of Directors.

**8.2.4 Notification to Executive Director.** The Executive Director will be advised of complaints and all complaints will be tracked and reviewed annually.

**8.2.5 Complaints Without Prejudice.** All complaints will be handled in confidence and without prejudice.

**8.3 EAP Complaints Resolution Process:** All Master Contract Holders will be advised of any complaints received in writing from an employee of the business contracting with FCSS as part of the annual report process. The EAP Coordinator of the Master Contract Holder will be asked to contact the client to resolve the complaint.

As Master Contract Holder, FCSS will maintain a record of all complaints received and the actions taken.

Classification: **SERVICE DELIVERY**

Date: November 2001

Subject: **EVALUATION OF PROGRAMS**

Last Revised: October 5, 1999;  
**January 2012**

## **09 EVALUATION OF PROGRAMS**

- 9.1 Quantitative and Qualitative Data.** The Agency will collect data as required by funders and to enable summary reports to be generated to track utilization and quantifiable data about programs and services. Data collected will be used to generate information about the impact of programs and services on the community, trends about utilization and referrals patterns. Data will be used in the evaluation of program effectiveness as appropriate.
- 9.2 Evaluation Plan.** The Agency will develop a plan to evaluate all programs and services provided by FCSS on an on-going basis.
- 9.3 Use of Results.** Evaluation results will be used to assess the benefit of programs and services to the community and track utilization to support trending. make necessary modifications to the program.
- 9.4 Community Consultation.** Focus Groups and/or surveys may be used to provide consumer/community feedback and evaluation of programs and services.
- 9.5 Client Files Audit.** Unit managers will review a sample of client files from their unit annually at a minimum to determine whether all aspects of the client files are completed in compliance with accreditation, regulatory and agency protocols. Client files may be retained in both hard copy and electronically. The names of the client files reviewed must be recorded and approved as complete by the Unit Manager. Incomplete files must be completed and reviewed as complete within 15 days of the audit.

The sample should be random and must constitute at least 5% of client files as of the date of the audit.

A list of all audited files by Unit Managers will be submitted to the Executive Director at the end of the fiscal year (March 31st).

## **10.0 THIRD PARTY AUDITS**

**10.1 Requests for Third Party Audits:** The Agency will respond positively and responsibly to requests from third parties to perform an audit of the client files for which the first party is providing funding or as part of an accreditation audit. The purpose of third party audits is to be accountable to funders and to ensure quality of service.

**10.2 Scope of Third Party Audits:** Will be outlined by the party requesting the audit and mutually agreed upon prior to the audit. Only administrative and statistical details pertaining to payment rendered for services provided to specific clients will be made available.

- Sufficient notice must be given to the Agency.
- The third-party auditor must be independent of the Agency and the contracting business; nor can s/he be a business competitor of the Agency.
- Each auditor will be required to sign a non-disclosure and confidentiality agreement.
- The auditor must provide evidence of Errors and Omissions Insurance coverage.
- All material must be viewed on site and returned to the appropriate unit manager in its original form.

## **11.0 NO WAITING LISTS**

- 11.1 Scheduling an Assessment/ First Appointment:** Services provided at FCSS are not intended to meet urgent or emergency needs. In general, waiting lists for services are not kept at FCSS. If demand for clinical counselling services precludes the availability of timely service, clients will be advised of the option to present at the Walk-In Service where clinical counselling services can be accessed without a scheduled appointment. Should a prospective client prefer a scheduled appointment, a timeframe to call back the Agency to endeavor to book a first appointment will be provided by Intake for clients receiving Clinical or Credit & Debt Counselling services. For client working with the Development Services Unit, workers will contact assigned clients directly to book appointments.
- 11.2 Service Appointment Not Offered:** callers not offered a service appointment will be referred to other appropriate sources of service in the community by the Intake Personnel or will be advised to call back within a specified time frame.
- 11.3 First Come, First Serviced Basis:** when a request for service has been received by telephone, electronically or via voicemail, FCSS will respond to the request within **72 business hours** or within 1 business day per FSEAP standards per EAP referrals). If contact is by phone, a maximum of two calls will be returned to the request for service to the number or contact coordinates provided. Email contact will be returned via email, unless otherwise requested by the individual. FCSS will strive to respond to the majority of calls to Intake by live voice.

**12.0 OFFICE CLOSURE**

- 12.1 Decision to Close the Agency:** the decision will be made by the Executive Director or his/her designate. Reasons for office closure may include:
- Inclement weather results in closure of transportation (city busses) in Guelph and/or Wellington County,
  - The FCSS HVAC system is failing to maintain building temperatures between 65°F and 90°F for more than 3 hours,
  - Electrical power to the building has been interrupted for more than 3 hours,
  - A serious injury has occurred in the building,
  - Staff wish to attend the funeral of a staff member
  - Other reasons as determined by the Executive Director and/or City of Guelph, Municipal Emergency Procedures.
  - Statutory holidays resulting in office closure
- 12.2 Anticipated Closure:** If an event is predicted that will prevent the Agency from functioning safely, reception staff will take home with them, at time of closure or at the end of the day, the list of scheduled appointments for at least the following day and will contact clients as early as possible about appointment cancellations. A minimum of 2-weeks notice will be provided to the public for anticipated closures.
- 12.3 Emergency Closure Declared:** If a closure is declare, the Executive Director or designate will inform staff as soon as possible about the closure. Notification will be broadcast on Agency phones, email and local radio stations will be informed.
- 12.4 Off-Site Locations:** Staff whose duties cover the northern part of the County must consult with the Unit Manager or Executive Director to confirm a closure is being implemented before cancelling scheduled appointments. S/he must also inform Admistration personnel reception of such cancellations.
- 12.5 Inclement Weather:** All staff may request permission of the Unit Manager to leave early due to inclement weather if they are concerned for their safety. However, they must ensure that there is adequate coverage for their unit, and they should cancel and reset appointments that will be missed due to their absence. Discussion with the Unit Manager to determine if lieu time or vacation time must be taken.
- 12.6 Business Continuity in the Event of An Emergency or Closure:** a business continuity plan has been developed to minimize disruption to users of services and programs and to optimize FCSS capacity services and programs to be accessed and available.
- 12.7 Notification Protocols when Agency is closed or staff unable to travel to work:** Personnel will notify Reception and their Unit Manager by email that confirms their decision not travel to work and provide a reason for this decision. This will provide a written record for the agency as well as confirm staff safety through the email communication. If the Agency closes, an outgoing voicemail message will confirm the decision to close and will be the mechanism to inform the community of the suspension of business. An email will be sent to Unit Managers and all staff/providers. Staff are expected to work remotely during the work week.

### **13.0 CLIENT RIGHTS AND RESPONSIBILITIES**

**13.1 Rights to Dignity, Respect and Good Customer Services:** Clients of FCSS will be provided with a Client Rights and Responsibilities document at the assessment session, along with a consent document outlining the limitations to confidentiality. This document also outlines the rights and responsibilities of providers of the Agency. Every FCSS client will be treated with respect and fairness within the scope of services provided. (See appendices to the Operations Policy for the Client Rights & Responsibilities Document).

**13.2 Accessibility Standards for Customer Services:** The Accessibility for Ontarians with Disabilities Act, 2005 (AODA) is a provincial act for the purpose of developing, implementing and enforcing accessibility standards with respect to services, facilities, accommodation, employment, and buildings. Family Counselling and Support Services is subject to Ontario Regulation 429/07 Accessibility Standards for Customer Service. These policies and procedures apply to all goods and services that are delivered by Family Counselling and Support Services. One of the overriding values of Family Counselling and Support Services is to ensure that people are supported through compassionate care, timely linkage to appropriate resources and education that supports self-management for well-being and independence. In accordance with this, FCSS shall provide materials and services in a way that respects the dignity and independence of people with disabilities. All reasonable efforts will be used to ensure that FCSS policies, practices and procedures are consistent with the spirit and requirements of the Accessibility Standards for Customer Services. We will do so by adhering to the following practices:

**13.2.1 Communication:** When communicating with a person with a disability, FCSS staff and representatives will do so in a manner that takes into account that person's disability. All documents required under the Accessibility Standards for Customer Services including FCSS policy, training materials, training records and feedback records will be available to members of the public upon written request.

**13.2.2 Assistive Devices:** To facilitate interaction with a person with a disability, FCSS will make accommodation for that person's assistive device(s) for the purpose of obtaining, using and benefitting from any of the services or materials provided by FCSS.

**13.2.3 Service Animals:** Family Counselling and Support Services recognizes that some people with disability can and do benefit from the use of service animals. FCSS welcomes these service animals where they are not

excluded by law from the premises. In situations in which a service animal is excluded by law, FCSS will ensure that alternate means are available to enable the person with a disability to access FCSS materials and services. Section 4(9) of the Accessibility Standards for Customer Services defines a service animal as;

- If it is readily apparent that the animal is being used for reasons related to a person's disability or
- If the person provides a letter from a health professional confirming that the animal is required for reasons relating to the disability.

13.2.4 **Support Persons:** Family Counselling and Support Services recognizes that some people with disability can and do benefit from being accompanied by a support person. A support person may be a paid professional, volunteer, family member or friends that may accompany the person in order to help with communication, mobility, personal care or medical needs or with access to goods and services. At no time will a person with a disability be prevented from having access to his or her support person while on agency premises. If there is an admission fee for a support person, FCSS will provide notice in advance.

13.2.5 **Notice of Temporary Disruption:** Family Counselling and Support Services will make reasonable efforts to provide notice in the event of a planned or unexpected disruption to services or facilities where we have control over such facilities or services. Notices will be visibly posted on the premises, provided on outgoing voice mail, broadcast on local media and when appropriate, efforts will be made to post notice on the FCSS website [www.familyserviceguelph.on.ca](http://www.familyserviceguelph.on.ca). Notice of disruption will include information about the reasons for the disruption, its anticipated duration, and a description of alternative facilities or services if available.

13.2.6 **Learning, Development & Training:** Family Counselling and Support Services will provide training to all Board members, employees, volunteers, students, interns and other representatives of the agency who interact with the public.

- The purpose of the training is to create awareness of and to ensure compliance with the Accessibility Standards for Customer Services. Training will include the following;
- The purpose of the AODA
- The requirements of the Accessibility Standards for Customer Services
- Information regarding the policies particular to FCSS.
- How to interact and communicate with people with various types of disabilities. What to do is a person with a disability is having difficulty accessing FCSS materials or services
- How to interact with people with disabilities who use an assistive device, service animal or support person.

The amount and type of training provided will be tailored to suit each person's interaction with the public and responsibility for policy and procedure development. Staff will be trained periodically, dependent



upon changes made to regulations, length of time since the last training, and new hiring dates.

FCSS will maintain a record of training completed by staff, Board members, employees, volunteers, students, interns and other representatives of the agency and the dates training was completed.

- 13.2.7 **Feedback Process:** Family Counselling and Support Services is committed to continuous service improvements. To this end, anyone who wishes to comment on materials and services provided to people with disabilities is welcome to do so. Feedback will be collected verbally by workers, via phone and voice mail, and in writing or Email. All feedback will be collected and reviewed at least annually at the end of the fiscal year. Feedback should be directed to the Executive Director. All comments will receive a response.
- 13.2.8 **Availability of Documents:** All documents required by the Accessibility Standards for Customer Services are available upon request. When providing a document to a person with a disability, FCSS will work with the individual to identify a format that takes into account the person's disability.  
All materials pertaining to the Accessibility for Ontarians with a Disability Act will be available electronically as well as being housed in a binder at the agency.

### 13.3 PRIVACY & CONFIDENTIALITY

- 13.3.1 **Confidentiality between Client and Agency:** Confidentiality is deemed to exist between the client and the Agency as a whole and the client is informed of this at the outset. FCSS staff may only access client information that is required by their official duties at the Agency. When signing a Confidentiality Agreement at time of initial appointment, the client will be advised that periodical third-party audits of FCSS files are conducted as part of an accreditation process. Clients are also advised that their files may be reviewed by a Manager per FCSS policy as part of our quality assurance process.
- 13.3.2 **Right to Privacy and Confidentiality.** A client's right to privacy and confidentiality is recognized and protected to the greatest extent possible, per ethical standards of practice outlined by accreditors and regulatory colleges. The legal obligation of confidentiality is the obligation not to willingly disclose information obtained in confidence for the purposes of providing a service, without that person's consent, i.e., the fact that a person is a client is confidential and cannot be disclosed without the person's consent. Diligence to protect confidentiality will be exercised in communicating with clients by mail, email, fax, telephone answering machines and/or pagers.
- 13.3.3 **Inter-agency Protocols:** appropriate and authorized individuals who are staff of other agencies participating with Agency staff in an integrated care model of service delivery to a specific client may have access to Agency records if written consent has been provided by the client. No client information will be released in response to unsolicited inquiries from third parties unless subpoenaed by the courts so to do or unless the client expressly consents in writing to this specific release.

**14 CLIENT RECORD**

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**14.6 File Management**

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**14.7 Security and Storage of Case Records**

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- 15.7.2 Record security
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- 14.7.6 Backup File Storage

**14.8 Record retention and disposal**

- 14.8.1 Retention of client records
- 14.8.2 Retention of intake forms
- 14.8.3 Destruction of client records
- 14.8.4 Client's documents

**14.9 Serious Occurrence**

## 14.0 CLIENT RECORD

**14.1 Philosophy:** Clients must have confidence that communication with their provider will be without prejudice and they must feel free to discuss every aspect of their situation without fear of reprisal.

**14.2 Client Record:** Every FCSS Client file must include the following while still adhering to applicable privacy legislation and regulations, regulatory requirements in accordance with best practices:

- Identifying information regarding the recipient of services (individual, family, couple, group, agency, organization, community).  
Depending on the nature of the services provided, identifying information may include:
  - name, address, telephone number of each client(s);
  - date of birth of each client(s);
  - where indicated in risk situations, name, address, and telephone number of a person(s) to be contacted in case of emergency;
  - name, address, telephone number(s) of the main contact person or position, if different from the client
- The date, initiator, purpose of the referral,
- Where applicable, the key elements of the contract or working agreement, namely: client, provider of services, fee, and time period for completion of services, including the service plan;
- The time period of involvement if not specified in (c);  
summary notes signed and dated by the provider;
- The date of completion / termination, where relevant, and if significantly different from (c), an explanation for the difference with a closing summary;
- Consents, releases or authorizations pertaining to the intervention or the communication of information about the client;
- Fees and charges administered, if any
- Detailed records of all case activities and events including interviews and other communications with the client and when applicable, third parties.

## 14.3 RECORD KEEPING

**14.4.1 Rationale for Keeping Records:** A client record will be opened for every client who receives service at FCSS. The purpose of a client record is to formally outline the reasons, nature and scope of involvement and service provided to the client by FCSS. A client record will support:

- Maintenance of a good standard of professional practice and for the client's benefit
- Supervision, evaluation and skill improvement of counsellors
- Accountability to service purchasers, funding agencies and agency contributors
- Aggregating data for agency summaries and professional research

14.3.2 **Relevant Accurate and Reliable Information:** The information placed in a client file must be relevant to the service provided. Only information related to assessment of the problem, the client-worker contract, resultant case work process and problem solving, collateral services received, and final outcome is considered to be the official record. Collateral information obtained from others may be included as appropriate.

- Document the client's situation/problem exactly and contain only information that is appropriate and useful to the understanding of the situation and the management of the case;
- Report impartially and objectively the factors relevant to the client's situation. The record clearly distinguishes the provider's observations and opinions from the information reported by the client;
- Be easily understandable, avoiding vague, unclear or obscure language and symbols;
- Identify corrections;
- Be free of prejudice and discriminatory remarks;
- Identify sources of data

14.3.3 **Ownership of Records.** Client records are the property of the Agency.

14.3.4 **Identification of Personal Data.** The Agency resists the use of any means of individual identification, which permits data collected about clients to be used by other organizations.

14.3.5 **Timing of Client Contact Recording**

- Since a client record made contemporaneously with a counselling session is considered by the Supreme Court of Canada to be prima facie proof of the actual statements made in the counselling session, all providers should, if possible, enter all client contact notes in writing and in the official client file at the time of the intervention or event and no later than 72 business hours following the client session.
- Failure to keep adequate records within the time frame noted in 14.3(f)(1.) will be considered grounds for professional misconduct and may lead to remediation with a notation on the personnel file, provides grounds for termination, and may be reported to the appropriate regulatory body if non-compliance continues after a second warning.

## 14.4 DISCLOSURE OF INFORMATION

Disclosure or release of information refers to that provided to third parties, not the client or his or her counsellor.

14.4.1 **Reason for Disclosure.** Disclosure or release of client information is made only for the purpose of helping the client. Such decisions require client consent (or that of a substitute decision maker) and are based on

- consideration of the client's best interest,
- protection of the client's right to confidentiality, and
- protection of the public interest.

14.4.2 **Consent for Disclosure.** Before releasing client information, informed written consent is obtained. This consent specifies:

- what information is to be released,
- the purpose of the disclosure,
- to whom the information will be released,
- the effective period of the consent,
- from whom information is to be obtained, and
- whether consent authorizes further disclosure of the information.

Client information that reveals a significant risk of serious injury or death may not be released even if consent is given so to do. In the case of a court order to release records, an application may be made to the court to restrict certain information where there is significant risk of harm to the client.

14.4.3 **Limits to Confidentiality.** Client records may be subjected to subpoena or search warrant, or released in cases when the client is judged to be a danger to self or others, or as required by legislation. These limits to confidentiality will be included in the Confidentiality Agreement signed by the client at time of assessment and retained in the client file.

14.4.4 **Exceptions to Consent.** Under the following circumstances, information is released about the client with or without the signed consent:

- search warrant or subpoena is received at FCSS,
- regulations of the Child and Family Services Act compel sharing of information,
- it is assessed that the client presents a danger to self or others
- or as required by the Bankruptcy Act or other legal requirement, such as Quality Assurance Measures governing AODA..

14.4.5 **Disclosure for Research.** Researchers who may access the client file or to personally identifiable information require signed client consent.

14.4.6 **Disclosure to Direct Referrals.** A direct referral source may be advised if the client contacted the agency if this information is requested by the referral source.

14.4.7 **Disclosure about Financial Health & Literacy.**

- The Agency reports an applicant's request for service or date of appointment to a creditor only if the client has provided permission so to do or the creditor is the referral source.
- The Agency does not report any counselling or counselling third party cases to the credit bureau unless authorized in writing by the client. A record of such consents are noted in the client record.
- The Agency does not report DMP cases to the credit bureau without a written request from the client. If a written request was received from the client, the credit bureau is notified whether the program was successful or not.

- Information about a closed case is released only with the client's prior signed consent.

#### 14.4.8 **Legal and Court Related Disclosures**

- The Unit Manager and the Executive Director must review any report, letter which is to go to a lawyer or is to be presented in court before the letter is delivered.
- The Unit Manager should review, immediately upon receipt, any subpoena, notice of motion or any other document that requires client files to appear in court. The Executive Director will review the situation with the Unit Manager to determine the appropriate course of action.

#### 14.4.9 **Transmitting Confidential Information by Fax and/or Email**

- All reasonable efforts will be made to protect privacy and confidentiality of information being shared via fax or email. A confirmation of the fax transmission must accompany information sent via facsimile to confirm the destination and confirmation of receipt. This confirmation receipt will be retained in the client record. Client information may not be transmitted outside of the FCSS Virtual Private Network without the written consent of the client.

- 14.4.10 **Reporting of Child Abuse or Neglect:** Reasonable suspicions of risk to children will be reported in compliance with the Family and Children's Services Act. Should a person requesting service declare that his/her child has witnessed domestic abuse, (s)he will be informed immediately that a report to the child protection authorities may have to be made.

All such reports must be well documented on the Critical Incident Report Form by the person who first learns of the abuse or neglect. If time and circumstances permit, this documentation will be reviewed in a timely manner by the appropriate unit manager and/or the Executive Director before being communicated to the child welfare authority.

#### 14.4.11 **Disclosure About PAR Program**

Actions taken by FCSS will be included in the client record when a PAR program participant

- has disclosed that he has assaulted his partner,
- attends a session impaired by alcohol or drugs,
- regularly fails to complete homework assignments,
- is absent for more than the allowable number of sessions,
- has failed to comply with any condition of a court order,
- is charged with an offence against a former or current partner,
- wilfully impedes or interferes with partner contact,
- is repeatedly late for group or individual sessions,
- refuses to sign a consent authorizing communication with collateral agencies, and/or
- the participant's partner alleges that she has been assaulted by the former and requests assistance or that she wishes her information to be kept confidential.

All such reports must be well documented on a Critical Incident Report Form, reviewed by the Unit Manager and Executive Director. This Report will be included in the client record and retained centrally as part of the annual review of Critical Incidents reported at FCSS. Analysis of trends, frequency, and issues will be tracked and assessed by the Unit Manager with the service team. An annual summary will be provided to the Executive Director as part of the quality assurance protocol.

## **14.5 CLIENT ACCESS TO OWN RECORD**

**14.5.1 Access for Clients.** Any client over the age of 12 has the right to review, in the presence of their worker, his or her own official record. Parents may have access to records concerning their child who is under age 12. All requests for a review of their record shall be in writing.

Clients' access to information in their record requires that the following conditions be met:

- the information is in a form comprehensible to the client
- the client has access to factual information for the purpose of checking accuracy
- the client does not have access to the counsellor's written notes
- there is appropriate protection against violation of the privacy of third parties. This may require limiting access to personally identifiable information related to parties other than the client.
- A staff person must review the file before releasing it for the client's review to ensure that no information is released that would be harmful to the client or others.

Granting access to the client record does not automatically include the provision of photocopies. However if photocopies are requested, fees to cover the cost of the photocopies may be assessed.

The client must not be allowed or have the opportunity to alter, deface or remove any part of the client record.

The client may append to the record a written, signed, dated statement detailing any comments.

**14.5.2 Access for Children.** Parental access to the records of a child over the age of 12 requires the written consent of the child if the record was produced through confidential individual counselling.

**14.5.3 Clients Informed.** Clients are informed of the Agency's policy regarding access to records and their right to lodge a complaint.

**14.5.4 Access for a Child >12 &<16 years old.** Information about our service to a child younger than sixteen may be released to any person if authorized in writing by the child; otherwise, no information may be released unless subpoenaed so to do. Parents have the right to review information of their child(ren) who are younger than 12 years of age.



## 14.6 FILE MANAGEMENT

14.6.1 **Open and Closed Cases.** Each service unit defines and articulates the meaning of an open and a closed case.

14.6.2 **Closing Files.** All files are closed after the last significant client contact - a period to be specified for each program.

14.6.3 **Closing Summary for Clinical Services).** A closing summary is completed for **each client file to be closed.** The closing procedure is specified for each program. All closing summaries must include the following:

- The problem that was identified by the client and addressed through FCSS services Additional services used if any,
- The number of interviews/sessions,
- The outcome(s) of services
- The date of last contact
- The reason(s) for termination of services
- Recommendations

### 14.6.4 **Financial Health & Literacy Closings: Summaries And Retention**

- *case summaries:* each closed client file has a closing summary that describes: type of service (money management counselling, counselling third party, DMP, financial literacy), goals achieved, length of service, reason for closing and level of success (successful, partially successful, unsuccessful)
- *DMP :* a complete DMP ledger will be printed and included in file prior to closing and the file will be checked to ensure that all paid in full receipts have been returned prior to closing
- *retention of records:* records are kept for the following periods: counselling for two years after closing, , DMP files, computer records and records of financial transactions for at least seven years after closing.  
To ensure a quality continued service, Financial Health & Literacy client files will include the following:
  - all case plans include service goals, service action plan, provision for a service plan review, and estimated length of service
  - detailed records of all case activities and events be maintained including interviews and other communications with the client and third parties when appropriate

## 14.7 SECURITY & STORAGE OF CLIENT RECORD

14.7.1 **Protection from Exposure.** Protocols are implemented to mitigate risk of any client records exposure to any unauthorized persons.

14.7.2 **Record Security.** Any materials that may identify a client must be kept secure at all times. If a file is removed from the office for any reason, the name and file number of the file must be registered in writing with the appropriate unit manager or his/her designate. Likewise, the return of said files to the office

must be registered as having been returned. Providers must ensure security of client files when taken off site. No client file is to be left in an unlocked vehicle or visible in a locked vehicle; all client files are to be secured when at the provider's home or an alternate location.

- 14.7.3 **Electronic Information** is subject to the same **security** as written information and must be as accessible to any individual or family. The Agency is the sole proprietor of computerized client or Agency data.

Information from computerized information used or maintained to facilitate information exchange in support of client care shall be accessible only to authorized persons and password protected.

Computerized data shall be protected so that it cannot be altered or purged without the proper authorization.

Access to computer facilities must be locked and controlled.

Terminals must be located in such a way that the screen cannot be viewed by unauthorized persons.

Transactions on the FCSS data information system must be stored on tapes so information is not lost.

There shall be controlled access to terminals with categories of personnel identified to indicate authorized access to the terminals.

Each authorized individual shall have a personal security password that is to be changed annually and shared with the Manager, Operations.

There must a mechanism in place to disconnect the terminals after a specified number of invalid attempts have been made to access the system.

Modem access shall be limited to authorized personnel.

Any violation of the security of computerized data or the system may lead to loss of privilege and employment.

All staff/providers are prohibited from storing client information or proprietary agency information on personal computers.

- 14.7.4 **Personnel working off site.**

Permission from the unit manager and/or Manager, Operations is required before Agency personnel may work at home on any computerized client record.

All client files and other identifying information, if left unattended, must be secured such as a locked filing cabinet or briefcase while being kept at home or in transit outside the office.

The same standards and conditions with respect to confidentiality must be maintained while files or client records are being used or stored outside the Agency.

Wherever possible and practical, files, and client records must be returned to secure storage at the Agency at the end of the same day during which they were removed. All agency laptops must be password protected and securely stored when off site.

#### 14.7.5 **Personal software**

Agency personnel are not permitted to download information from the Internet without authorization from the Manager, Operations or her designate.

#### 14.7.6 **Backup File Storage**

Electronic client and other Agency records will be backed up daily and stored in a secure off-site location that is easily accessible if required.

### **14.8 RECORD RETENTION & DISPOSAL**

14.8.1 **Retention of Client Records.** All client records are maintained for a minimum period of seven years.

14.8.2 **Retention of Intake Forms.** Intake forms and related documentation for a service not activated are kept for one year.

14.8.3 **Destruction of Client Records.** Client records past the retention period must be destroyed in such a manner as to ensure the confidentiality of the records.

14.8.4 **Client's Documents.** Original documents belonging to clients must be returned to the client or destroyed with their consent. Otherwise, they will be retained in the client record.

### **14.9 SERIOUS OCCURRENCE REPORTS**

A serious occurrence, for purposes of this policy, applies to clients who are:

- Adults with a developmental disability as defined by the Developmental Services Act
- Women in receipt of Violence Against Women (VAW) services whose service is funded by a program of the Ministry of Community and Social Services.

A serious occurrence includes, but may not be limited to,

- The death of a client which occurs while participating in an Agency service,
  - The serious injury of a client which occurs while participating in an Agency program,
  - An injury which is non-accidental, unexplained or self-inflicted and which requires treatment by a medical practitioner,
  - Any alleged abuse or mistreatment of a client which occurs while participating in an Agency Service,
  - Any situation where a client is missing, when the service provider considers the matter to be serious,
  - Any disaster on the premises which directly and immediately affects the clients defined in this policy,
  - Any complaint made by or about a client that is considered by the service provider to be of a serious nature.
- 
- In the event of a serious occurrence, staff must follow the current serious occurrence reporting procedures developed by the Ministry of Community and Social Services. These procedures outline protocols and processes and steps in the reporting of such an event. All serious occurrence reports must

be signed by a Unit Manager and reviewed by the Executive Director or his/her designate and retained centrally as part of the annual review of Serious Occurrence submissions by FCSS. Analysis of trends, frequency and issues will be tracked and assessed by the Unit Manager with the service team. An annual summary will be provided to the Executive Director as part of a quality assurance protocol.

Subject: **TRANSPORTATION OF CLIENTS**

Revised: **January 2012**

**15 TRANSPORTING CLIENTS POLICY**

Staff and volunteers may transport clients if,

- the purpose for the transportation is required as part of the service delivery to the client,
- the staff/volunteer has liability insurance acceptable to the Agency, annual proof of which is supplied to the latter, and
- the staff/volunteer holds a valid driver's license, annual proof of which is supplied to the Agency.

Subject: INFORMATION TECHNOLOGY

Revised: **Jan 2012****16** Handheld Device & USB/Memory Stick Policy

**16.1 Purpose:** The purpose of this policy is to govern the acquisition, usage, and management of wireless handheld devices for FCSS business use by the organization's employees. In addition, this policy outlines appropriate standards, guidelines, and procedures for appropriate use, reimbursement policies, and other issues. It is also the purpose of this policy to protect agency resources, protect employee safety, manage communications costs, and help minimize agency liability.

This policy governs all Family Counselling and Support Services for Guelph-Wellington providers who use company- or personally-owned cell phones for the purpose of conducting FCSS business and operations. FCSS reserves the right to revoke cell phone privileges at any time should it deem necessary to do so.

FCSS's has sole discretion over the distribution, configuration, and security measures of cellular phones and related technology. If any non-approved devices, installation, or usage of such technology is discovered, FCSS reserves the right to remove and/or deactivate them immediately.

**16.2 Eligibility:** Possession and use of a company-owned and supported handheld device is a privilege, not a right. Employment at FCSS does not ensure eligibility. Approval for the use and reimbursement of handheld devices for FCSS staff is required and must be supported by a rationale for approving use of this technology to fulfill his/her job duties. With written approval of FCSS, eligible employees may use personally-owned handheld devices provided that each device is submitted to FCSS for inspection of security features and any required compatibility with company systems.

**16.3 Reimbursement:** All expense forms for reimbursement of cost incurred due to business calls made on company- or personally-owned handheld devices must be submitted on a service return for approval by the Unit Manager. It is the user's responsibility to ensure that all monthly device statements are submitted on time for proper reimbursement.

**16.4 Appropriate Use:** Handheld Devices (Cell phones, Blackberries, iPhones, iPads, Androids, etc.) and service packages used to conduct FCSS business must be used responsibly, ethically, and cost-effectively. Therefore, the following policy statements must be adhered to at all times:

- Employees who require use of a handheld device to conduct FCSS business may use their personal device with the following provisos:
  - A manager must first authorize the employee to use his/her personal handheld device for conducting FCSS business.

- The authorization form must be signed by the employee's supervisor and submitted to the Manager Operations or her designate
- FCSS may provide a monthly allowance per agency guidelines
- The employee is responsible for submitting this expense once a month on their service return to obtain this allowance
- Employees will agree to have their handheld device coordinates published for intra agency use. Staff will have their handheld devices operational during their normal business hours
- All handheld devices that carry confidential information must be password protected and the password provided to the Manager, Operations
- Neither company nor personally-owned handheld devices phones intended for business use may be used to conduct illegal transactions, harassment, or any other unacceptable behaviour, as defined in FCSS's anti-harassment policies. Agency policies regarding confidentiality will apply to handheld device use and operations.
- Employees are strictly forbidden to use a handheld device without a hands-free device while operating a motor vehicle, in compliance with the Highway Traffic Act of Ontario. Whenever a company-owned handheld device is damaged, lost, or stolen, such incidents must be reported immediately to the employee's supervisor and the Manager Operations or his/her designate.
- Authorized handheld device users are responsible for reimbursing FCSS for the full costs of damaged, lost, or stolen devices and related accessories if they were damaged, lost, or stolen due to user negligence or neglect.

**16.5 Employee Responsibilities when Leaving FCSS:** Prior to termination of employment or job duties requiring a handheld device, each employee must:

- Reconcile all charges on his or her service account
- Ensure that service accounts are reconciled prior to departing the employ of FCSS to the employers satisfaction
- Surrender his or her company-owned handheld device to the Manager, Operations
- FCSS reserves the right to withhold up to \$100.00 to cover any outstanding charges for handheld devices. Any unused portion will be forwarded to the employee upon termination of the account for the handheld device
- If the employee fails to return their company-owned handheld device, the cost of the device and any accompanying fees will be subtracted from the final payment to the employee

**16.6 Portable USB Devices (Memory Sticks/ Rocket Sticks, etc.)**

The purpose of the Memory Stick Information Security Policy is to ensure the integrity, confidentiality and security of Family Counselling and Support Services for Guelph-Wellington information assets and the personal information it collects, uses, retains and discloses in the course of conducting business. Information and communication systems of FCSS will be used in a responsible manner, respecting the rights and privacy of others and all pertinent laws. FCSS abides by all federal and provincial privacy legislation.

**16.7 Protection of Confidential/Personal Information:** FCSS is committed to keeping personal and client information collected confidential, accurate and secure. All information stored on portable USB devices are the sole property of FCSS. Portable USB devices that carry client or personal information **must be password protected**. Passwords must be shared with the Manager, Operations.

**16.8 Non-Compliance** Violations of this policy, or its supporting standards, will be investigated and could result in immediate suspension of privileges, and is subject to disciplinary action, up to and including, the termination of employment with cause.



**17 COMPUTER USE & SECURITY: INFORMATION SECURITY POLICY**

**17.1 Purpose:** the purpose of the Information Security Policy is to ensure the integrity, confidentiality and security of the Family Counselling and Support Services for Guelph-Wellington (FCSS) information assets and the personal information it collects, uses, retains and discloses in the course of conducting business. The FCSS is committed to keep personal information collected confidential, accurate and secure. The FCSS abides by all federal and provincial privacy legislation.

The information and communication systems of FCSS will be used in a responsible manner, respecting the rights and privacy of others and all pertinent laws.

All information stored on these systems, are the property of the FCSS. Any message or information created, sent, received, stored or accessible, on or through the information and communication systems, forms an integral part of the FCSS records. All file systems, messages and personal records stored on the equipment and on the FCSS communication network, are subject to inspection and the agency reserves the right, without FCSS notice, to examine the e-mail, personal file VPIs and other information stored on (or transmitted via) its computers in the event of suspected abuse. The FCSS also reserves the right to limit or restrict the use of its information and communications systems. All users should be aware that details of the sites they visit may be compiled and/or access to sites may be controlled.

**17.2 FCSS Computers:** The purpose of the Agency's computers, computer network and its' connectivity to the Internet is to support the counselling, support and administrative activities of the organization. Agency equipment or internet access may not be used for personal use on or off-site. In particular, Agency personnel may use e-mail and internet access to support the mandate, values, policies, service provision, administrative functions and mission of the organization

- Accept responsibility for the security of his/her own access and user identification that must be formatted in compliance with FCSS specifications
- Must use Agency computers, the computer network and internet access within the policies and values of the Agency
- Must ensure access to Agency computers is restricted via use of a secure password that is not shared to provide access by unauthorized personnel

**17.3 Prohibited Use:** Strictly, prohibited uses include:

- Malicious, harmful, obscene, illegal or unethical actions or behaviors
- Violations of federal, provincial or municipal laws or regulations
- Intentionally viewing, exchanging or storing offensive or inappropriate (i.e., defamatory, discriminatory, harassing, sexually explicit) messages or images
- Personal use that is excessive, unreasonable, costly, harmful to the reputation or business interests of the FCSS, or interferes with the user's regular work
- Information and communication systems use for any commercial purposes other than for the business of the FCSS.
- Gambling

- Posting information, opinions or comments on Internet discussion groups, or other similar forums, unless this task forms an integral part of an authorized user's duties; it is forbidden to suggest that such opinions are shared by the FCSS
- Copying software in a manner that is incompatible with the vendor's license
- Copying or examining someone else's files or programs without permission
- Seeking access or attempting to circumvent computer security methods or operating systems
- Downloading information from the Internet onto the FCSS computers is permitted only if it is business-related and approved by Manager. Material that is patented, protected by copyrights, or otherwise the intellectual property of someone else, must not be downloaded unless the user is legally entitled to do so by applicable law, or in accordance with the terms of any license agreement.
- Violate any local, provincial or federal statute
- Use the network for financial gain, for commercial activity or for any unauthorized or illegal activity
- Transmit or download information or software in violation of copyright laws
- Access or download from the Internet or another computer, for personal or Agency business purposes, information without authorization from the Manager, Operations Plagiarize, violate copyright or otherwise use another person's intellectual property without his/her prior approval or proper citation
- Violate network security to gain unauthorized access to any computer
- Engage in any form of harassment on the computer network
- Allow unauthorized access to personal passwords or accounts
- Post, publish or display inappropriate material
- Risk damage to computer equipment by placing beverages and/or food close enough to the equipment so as to cause spillage on the equipment
- Export any material to or from a client's memory stick, CD or DVD
- Open any email that is not from a trusted source
- Save any client information on a laptop, portable memory device or off-site computer that is not secure and password protected. All client information, if saved, must be saved on the Agency's secure network only.

**17.4 User Responsibilities:** All FCSS providers (staff, contractors, interns, etc.) must

- Comply with all aspects of this policy
- The user name, electronic mail address, organizational affiliation, and related information included with messages or postings must reflect the actual originator of the messages or postings
- Users are responsible for all activities performed with his/her personal user ID
- User passwords must be kept strictly confidential and protected against any means of disclosure. User IDs are not to be shared with another person. Users are prohibited from capturing or otherwise obtaining passwords, encryption keys, or other access control mechanisms, which could permit unauthorized access

**17.5 Non-Compliance:** Violations of this policy, or its supporting standards, will be investigated and could result in immediate suspension of privileges, and is subject to disciplinary action, up to and including, the termination of employment with cause.

**17.6 Computer Operation and Use Standards:** Due to the fact that computer software and information is vital to the effective operation of GFO, it is important that such information and systems are properly protected at all times. Therefore, all employees, who have access to, or use computers and computer software, are required to observe these regulations.

#### **17.6.1 Computer Operation Regulations**

- Access to the FCSS's computer via modem for internet connection from an employee's home or any other off-site location is strictly by permission only from the Manager.
- Employees are strictly prohibited from opening any electronic mail from an address that is not from a FCSS or a person who is known to the employee.
- Employees are strictly prohibited from opening electronic mail that is not related to business
- Employees are strictly prohibited from opening an attachment to an e-mail which the employee is not expecting. If in doubt, do not open and send a new electronic mail, not via "reply" to ask the sender the nature of the attachment.
- Internet access and electronic mail for personal use is prohibited from any computer used on the FCSS's network. As well, any equipment that has previously accessed the Internet must not be connected to the FCSS's network without permission.
- Employees are prohibited from installing personal software (including MSN messenger and all IM services) or using personal computer disks on FCSS computers.
- Employees must not duplicate or modify any software, nor can employees allow anyone else to do so unless this is permitted under the terms and conditions governing its use. This is determined by the Manager.
- Employees must not make any unauthorized disclosure of any database or computer information, in whole or in part, to any third person entity. The use of memory sticks is expressly forbidden.
- Every employee is expected to exercise adequate control over any software to which he or she has access, and to ensure the software is neither used, copied, reproduced, nor disclosed (in whole or part) to any third party entity.
- Any and all software by employees for the FCSS's purposes must be approved by and purchased through the IT delegate and budget approved
- On completion of employment, each employee will return all software belonging to the FCSS that is in his or her possession within 24 hours. The FCSS places great emphasis on compliance with all of these security regulations.
- Any Violation of one or more of the aforementioned regulations will result in:
  - Disciplinary action up to and including suspension without pay for 5 business days, or termination of employment with cause.
  - Some offences may be subject to legal prosecution.

17.6.2 **Non-Compliance:** Violations of this policy, or its supporting standards, will be investigated and could result in immediate suspension of privileges, and is subject to disciplinary action, up to and including, the termination of employment with cause.