

LICKING COUNTY CHILDREN & FAMILIES FIRST COUNCIL

CONSENT FOR RELEASE OF INFORMATION

(Permission for multi-agency comprehensive services & exchange of information)

Youth's Full Name: _____ Date of Birth: _____

The following agency(s)/individuals have my permission to exchange/give/receive/share/re-disclose information regarding service delivery planning for the purpose of securing, coordinating, and/or providing services for the above-named person.

(CHECK EACH BOX and INITIAL)

- Checkboxes for various agencies: Action for Children, Behavioral Healthcare Partners, Children Services Division, Licking County Dept. of Job & Family Services, Licking County Children & Families First Council, Licking Co. Board of Developmental Disabilities, Licking County Educational Services Center, Licking County Health Department, Parent Representative, LEADS Head Start/Early Head Start, Licking Memorial Health Systems, Mental Health & Recovery - Licking/Knox Counties, Newark City Schools, Pathways of Central Ohio, The Village Network, The Woodlands.

I further authorize sharing of the following information to any third-party provider of services recommended or referred by the Licking County Children and Families First Council (LCCFFC) Clinical Committee or the LCCFFC Community Support Team.

(CHECK YES OR NO AND INITIAL EVERY BOX, EVEN THE ONES MARKED NO):

- Yes/No checkboxes for: Identifying Information (name, birth date, sex, race, address, and telephone number); Case Information (medical, social history, treatment/service history, psychological evaluations, Individual Education Plans (IEPs), Individual Family Service Plans, transition plans, vocational assessments, grades and attendance, and other personal information).

Information regarding the following shall not be released unless initialed and marked yes below:

- Yes/No checkboxes for: HIV and Aids-related diagnosis and treatment; Substance abuse diagnosis and treatment (if applicable for youth); Financial Information (Public assistance eligibility and payment information provided for establishing eligibility, including but not limited to pay stubs, W2s and tax returns, and other financial information); I would like to be contacted by the State Parent Advocate.

By signing this form, you are consenting to allow personal health information to be entered into an Electronic Protected Health Information (EPHI) medical file, FidelityEHR. FidelityEHR follows all requirements under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to ensure the confidentiality, integrity, and availability of EPHI, and to mitigate any reasonable risks or hazards to EPHI. Further, FidelityEHR protects against all unauthorized disclosures and manages compliance for all employees, contractors and vendors. Ohio Family and Children First Council (OFCFC) houses the Fidelity HER system for the Licking County Children and Families First Council. Your personal information will not be collected by OFCFC. Only demographic and non-personal identifying information will be collected by OFCFC for data analysis.

I understand that the Consent for Release of Information expires 180 days from the date it is signed unless otherwise indicated herein by the consumer. I also understand that I may cancel this Consent for Release of Information at any time by stating so in writing with the date and my signature and delivering it to the LCCFFC Clinical Systems Services Coordinator. The revocation does not include any information which has been shared between the time I gave permission to share information and the time that it was cancelled. In addition, I understand that my signing or refusing to sign this consent form will not affect public benefits or services for which I am eligible. Furthermore, by signing this form I indicate that I have read and understand the dispute resolution process contained in this document and I have received a copy of this document.

This consent expires on the _____ day of _____ 20____.
Signature of Person: _____ Date: _____
Signature of Parent/Guardian: _____ Date: _____
Witness/Agency Rep.: _____ Date: _____

Violation of Federal law and regulations by a program is a crime. Suspected violations may be reported to the United States Attorney in the district where the violation occurs.

CONSENT FOR RELEASE OF INFORMATION

TO ALL AGENCIES RECEIVING INFORMATION DISCLOSED AS A RESULT OF THIS SIGNED CONSENT:

1. If the records released include information of any diagnosis or treatment of drug or alcohol abuse, the following statement applies:
Information disclosed pursuant to this consent has been disclosed to you from records whose confidentiality is protected by Federal law. Federal regulations (42 CFR Part 2) prohibit you from making any further disclosure of it without the specific written consent of the person to whom it pertains, or as otherwise permitted by such regulations. A general authorization for the release of medical or other information is **NOT** sufficient for this purpose.
2. If the records released include information of an HIV-related diagnosis or test results, the following statement applies:
This information has been disclosed to you from confidential records protected from disclosure by state law. You shall make no further disclosure of this information without the specific, written, and informed release of the individual to whom it pertains, or as otherwise permitted by state law. A general authorization for the release of medical or other information is **NOT** sufficient for the purpose of the release of HIV test results or diagnosis.
3. The information has been disclosed to you from records protected by federal and/or state confidentiality rules. Any further release of it is prohibited unless the further disclosure is expressly permitted by the person to whom it pertains, DYS in the case of youth records, or applicable federal and/or state law.

This form contains privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. Confidentiality Section 2151.421 of the O.R.C. Penalty Section 2152.99 of O.R.C. Thank you for your consideration and confidentiality.

Revision 7-28-10

DISPUTE RESOLUTION PROCESS AND JUDICIAL AUTHORITY

The Dispute Resolution Process for the Licking County Children and Families First Council (CFFC) will be used when an agreement cannot be reached between agencies represented on the CFFC concerning the provision of services to children, including:

- children who are abused, neglected, dependent, unruly, alleged unruly, or delinquent children and under the jurisdiction of the juvenile court;
- children whose parents or custodians are voluntarily seeking services; and
- when an agreement cannot be reached between the family and a service provider regarding service coordination, including the child/family assessment, the family service coordination plan, or service responsibilities for implementing the family service coordination plan.

Parents or custodians shall use existing local agency grievance procedures to address disputes not involving service coordination. Before a dispute reaches the CFFC dispute resolution process level, every attempt will be made to resolve the conflict in a face-to-face Family Team meeting. The dispute resolution process is in addition to and does not replace other rights or procedures that parents or custodians may have under other sections of the Ohio Revised Code. Nothing in this policy shall be interpreted as overriding or affecting decisions of a juvenile court regarding an out-of-home placement, long-term placement, or emergency out-of-home placement.

Each agency represented on the CFFC that is providing services or funding for services that are the subject of the dispute initiated by a parent shall continue to provide those services, and the funding for those services, during the dispute resolution process. Services will not be denied to a child and family that would place a child at imminent risk. The dispute resolution process addresses EMERGENCY SITUATIONS, defined as situations involving significant risk to the child or other persons who are to be addressed by the proposed comprehensive family service coordination plan.

The family will be made aware of and provided with a copy of the Dispute Resolution Process at the initial Family Team meeting or when first entering the CFFC service system. CFFC will appoint a Dispute Resolution Committee (Committee) from its member agencies and family representatives. A family team member or Clinical Systems Services Coordinator (CSSC) will initiate the dispute resolution process by contacting the CFFC Coordinator, Sylvia Friel, for the Committee or CFFC Board contact information-- sylvia.friel@jfs.ohio.gov, 740-670-8844, 74 S. 2nd St., PO Box 5030, Newark, OH 43058-5030. For CLINICAL COMMITTEE DISPUTES, go directly to step 2A.

1. A member of the family team will refer the matter, in writing, to the Committee within five (5) business days (1 BUSINESS DAY IF AN EMERGENCY) following failure to achieve resolution at the Family Team meeting. The Committee will convene a face-to-face meeting with the disputing parties (including the family) and issue a written decision to resolve the dispute within fifteen (15) business days (5 BUSINESS DAYS IF EMERGENCY SITUATION). All involved parties will be permitted to submit relevant written materials to the Committee prior to the meeting. At the meeting, it may be necessary to clarify with the disputing parties what is excluded from the process, such as single system eligibility or issues of adjudication. This meeting will occur at a time convenient for the family.

2. If this decision fails to result in satisfactory resolution by any of the parties involved, the dissatisfied party will inform the Committee within three (3) business days (1 BUSINESS DAY IF AN EMERGENCY). The Committee will then refer the matter to the CFFC Board of Directors within two (2) business days (1 BUSINESS DAY IF AN EMERGENCY). The CFFC Board of Directors will meet to review the dispute and issue written findings and recommendations within fifteen (15) business days (5 BUSINESS DAYS IF AN EMERGENCY). All involved parties will be permitted to submit relevant written materials to the Board prior to the meeting.

2A. CLINICAL COMMITTEE DISPUTES- Any Family Team member or the CSSC shall refer matters of dispute with the Clinical Committee to the CFFC Board of Directors within five (5) business days (1 BUSINESS DAY IF AN EMERGENCY) following notice of the Clinical Committee decision in dispute. The CFFC Board of Directors will meet to review the dispute and make written recommendations within fifteen (15) business days (5 BUSINESS DAYS IF AN EMERGENCY). The CFFC Board of Directors will solicit information from the family as deemed necessary. All involved parties will be permitted to submit relevant written materials to the Board prior to the meeting.

When a dispute originates from the family/youth enrolled in CFFC Service Coordination, the CFFC Board is the final arbitrator of individual case resolution. The overall time limitation for these individual case disputes is 40 days.

When a dispute between agencies cannot be resolved through the dispute resolution process, the case shall be filed with the Juvenile Court within five (5) business days, along with an inter-agency assessment and treatment information. The final arbitrator of resolution in these cases will be the presiding juvenile court judge. The overall time limitation for individual case disputes between agencies is 60 days.