

Idaho Department of Juvenile Corrections  
**RELEASE OF INFORMATION AND CONSENT**

*18 Years of Age or Older*

<b>MEDICAL INFORMATION AND CONSENT</b>
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Although the Idaho Department of Juvenile Corrections (IDJC) is not your legal guardian, it does become the legal custodian during the period of commitment. Idaho law requires that the IDJC, as legal custodian, provide reasonable health care to each juvenile in its custody. This form provides both information about the types of health care and testing the IDJC is legally required to provide, even without your consent, and identifies other items where your consent or denial is needed before you can participate. Please read carefully. If you have questions about any of these items, please ask staff to explain.

**MEDICAL CARE AND TREATMENT**

Your input about your medical situation is always valued by the IDJC and will be sought whenever possible. The IDJC will always attempt to notify you of any medical care (other than routine) that you receive, but your prior written consent is not required for the IDJC to provide these services.

Please initial each item to acknowledge understanding:

- \_\_\_\_\_ **1. Routine Medical Care:** The IDJC is required by law to carry out the responsibility for care involved in treatment of illness and injuries to you. This may include examinations, immunizations, x-rays, laboratory procedures, blood draws, medication administration, first aid, and urinalysis. Provided, however, you will not be required to be immunized if IDJC is provided: 1) a signed statement from a licensed physician that your life or health would be endangered if the required immunization(s) are given; or, 2) you sign a statement containing your name and a description of objections you have to particular immunization(s) for religious or other reasons.

*Any immunizations given to you will be documented in Idaho's Immunization Reminder Information System (IRIS). Participation in IRIS is voluntary and you may opt out at any time by contacting the Idaho Immunization Program at (208)334-5931 and requesting and completing an opt-out form and notifying the IDJC.*

- \_\_\_\_\_ **2. Emergency Medical Care:** Every effort will be made to obtain your consent for specific, major medical procedures recommended by the medical provider, but should you be unable to provide consent, the IDJC will take whatever measures are necessary to provide emergency medical care, surgery, or hospitalization when a delay in providing medical services will endanger your life or health.

- \_\_\_\_\_ **3. Mental Health Treatment:** If, as part of the IDJC's policy of providing the best mental health care available for juveniles, competent medical authority determines that you would benefit from a regimen of psychopharmacology (medications to treat mental health conditions), you will be notified that psychotropic medications consistent with your psychiatric diagnosis have been prescribed. The IDJC's physician will make all determinations as to the types of medication used while you are in custody.

**MEDICAL AND PROTECTED HEALTH INFORMATION—Consent Required**

Please initial on the line provided next to each category to indicate your permission.

I, \_\_\_\_\_ (juvenile’s name) am over the age of eighteen (18) and hereby give my permission for the following:

\_\_\_\_\_ **4. Testing for and Release of Information Regarding HIV Antibody and Other Pathogens:** Idaho law requires the IDJC to test certain incarcerated persons for HIV/AIDS and other bloodborne diseases. In addition, the law allows juveniles ages 14 and older to be tested upon their own request.

This information will be provided only on a “need to know” basis. By marking this, you release our physician and/or the district health department from any and all responsibility concerning the release of this information.

\_\_\_\_\_ **5. Treatment Records Release:** You give permission to any and all agencies or other healthcare providers that have previously provided you with mental health, medical, or dental treatment to release any and all information related to such treatment to the Idaho Department of Juvenile Corrections.

\_\_\_\_\_ **6. Protected Health Information Release to IDJC:** You give permission to any and all agencies or other health care providers that provide you with mental health, medical, or dental treatment to release any and all protected health information related to such treatment or testing to the IDJC for the durations of commitment. By initialing here, you also give permission for all entities and individuals who provided healthcare to you while you are in custody, to release all of those healthcare records to the IDJC upon its request. This includes all mental health and medical records, including psychiatric or psychotherapy notes.

\_\_\_\_\_ **7. Release to Specific Individual:** I specifically give permission to share my private health or treatment information with:

Mother Name: \_\_\_\_\_

Father Name: \_\_\_\_\_

Other Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

I understand that the above records are protected under federal regulations including the Health Insurance Portability and Accountability of 1996 (HIPAA), 45 CFR Parts 160 & 164, and/or Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, and cannot be disclosed without my written consent unless otherwise provided for in these regulations. Recipients of this information may not re-disclose this information, except in connection with their official duties. I understand that this authorization is subject to revocation by me if provided in writing, except to the extent the disclosure has already occurred in reliance upon this authorization. I understand that I am not required to execute this release and that I may refuse to do so and no treatment or benefits eligibility is conditioned on its execution.

This consent is valid for three (3) years from the date of execution. I understand that I can withdraw my consent only in writing. I am authorized to sign this Release of Information and Consent because I am over the age of eighteen (18) and am a juvenile who is committed to the IDJC.

This form will follow you as you are placed. Information generated by this release will be maintained in the Idaho Department of Juvenile Corrections’ statewide database. Confidentiality will be preserved and unauthorized disclosure will be prevented in accordance with department, state, and federal regulations.

Signature of Juvenile (over 18 years of age) \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Juvenile \_\_\_\_\_ Date of Birth \_\_\_\_\_

**ADDITIONAL RELEASES AND CONSENTS**

Please initial on the line provided next to each category to indicate your permission.

I, \_\_\_\_\_ (your name) hereby give my permission for the following:

\_\_\_\_\_ **School Records Release:** You authorize schools that you have previously attended to release all school records to the receiving school district. Please list the schools that you have attended:

School	Grades Completed	Dates

\_\_\_\_\_ **Permission to Assess:** You agree to participate in educational testing during the Observation and Assessment process.

\_\_\_\_\_ **Facility/Personal Belongings Liability Release:** You give your permission to have your possessions and personal belongings be with you while a resident. You understand that the facility will not replace this property if lost, stolen, or broken. When you complete the facility’s program, you may take property with you.

\_\_\_\_\_ **Urinalysis Testing:** Urinalysis detects the presence of a variety of drugs in the urine. Urine samples are collected from all residents on a random or “surprise” basis and submitted to a professional laboratory for screening. There may be consequences from a positive urinalysis test, including your removal from contract care placement, and/or criminal charges.

\_\_\_\_\_ **Community Service Projects Participation Release – Release Participants Over Age 18:** You release and discharge the state of Idaho and its partners and their officers, agents, and employees, from all claims, demands and causes of action of every kind whatsoever for any damages and/or injuries which may result from your participation in the community service projects and other voluntary activities. You agree to hold harmless the state of Idaho and its partners and their officers, agents, and employees, from liability for any damages or injuries resulting from any negligence or willful wrongdoing on your part during your participation in said voluntary activities.

\_\_\_\_\_ **Out of Facility Release:** You give permission to participate in low-risk social and recreational outings supervised by the residential program staff.

If there are any activities in which, for health or other reasons, you do not wish to participate, please note the activities and your concerns:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ **Parent/Guardian to Participate in Counseling:** Whenever possible, the IDJC is obligated by Idaho statute to involve parents/guardians in a juvenile’s rehabilitation program even when said juvenile is over the age of 18. You understand that participation in family therapy sessions with a qualified therapist is part of your regular rehabilitation programming. You agree to comply with the conditions of family therapy as stipulated by your therapist. *\*Note: the court may have ordered such participation. See your commitment court order.*

\_\_\_\_\_ **Release of Records to Juvenile Probation:** The Department partners closely with county juvenile probation officers, who are officers of the court, to plan your reintegration into the community. You hereby give permission to the Department to share otherwise confidential information about you, including Observation and Assessment and placement documents, with the probation officer assigned to your case. Any information shared will be to assist the probation officer with planning your reintegration into the community.

\_\_\_\_\_ **Sharing of Protected Health Information:** Licensed Clinicians and case managers (e.g., Juvenile Services Coordinators, Rehabilitation Specialists) may share assessment and treatment information or records with treatment team members, including probation officers. Licensed Clinicians may share information obtained during counseling sessions with treatment team members including but not limited to case managers, probation officers, and Direct Care Staff on a need-to-know basis for delivery of care and treatment.

**AFTERCARE SERVICES**

\_\_\_\_\_ **Reintegration and Aftercare:** If you decide to access reintegration/transitional services after release from IDJC, you give IDJC permission to release treatment information to the designated service provider(s) to assist in the development of a reintegration plan to access services.

\_\_\_\_\_ **Health and Welfare Services:** If you decide to apply to the Idaho Department of Health and Welfare for services after release from the Idaho Department of Juvenile Corrections, you give the Idaho Department of Juvenile Corrections permission to release treatment information to Idaho Department of Health and Welfare to assist in the completion of the application.

This consent is valid for three (3) years from the date of execution. I understand that I can withdraw my consent only in writing. I am authorized to sign this Release of Information and Consent because I am over the age of eighteen (18) and am a juvenile who is committed to the IDJC.

This consent will follow you throughout your placement for treatment. Information generated by this release will be maintained in the Idaho Department of Juvenile Corrections’ statewide database and confidentiality will be preserved and unauthorized disclosure will be prevented in accordance with IDJC, state, and federal regulations.

\_\_\_\_\_  
Signature of Juvenile (over 18 years of age)

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Juvenile

\_\_\_\_\_  
Date of Birth