

## **RELEASE OF LIABILITY**

I, \_\_\_\_\_, for and in consideration of the services to be provided by the Independent Living Center of North Central Ohio, Inc. (herein referred to as ILCNCO) do hereby release, hold harmless, and indemnify ILCNCO, its officers, employees, board members and agents from all liability, damages injuries, losses or expenses incurred by each and all of them, except for their wanton and/or gross negligence, by reason of my suffering personal injury or property loss or damage while receiving services from ILCNCO.

## **STATEMENT OF UNDERSTANDING**

### **RIGHTS AND RESPONSIBILITIES:**

1. I understand that ILCNCO staff are not attorneys and do not provide legal service.
2. I understand that it is my responsibility to follow through with any of the services or ILP's that are provided.
3. I understand that I am responsible for making transportation arrangements to and from ILCNCO. ILCNCO may assist me in procuring transportation as needed.
4. I understand that ILCNCO has office hours and 'appointments' can only be made during those times. The latest appointment can be made no later than an hour before the office closes. Walk-ins are welcome.
5. I agree to work together with ILCNCO staff toward independence in my community and to communicate openly and respectfully with one another. We agree to work out problems, to give criticism in a constructive manner, and to accept criticism as graciously as possible.

## **CLIENT ASSISTANCE AND COMPLAINTS**

The Independent Living Center of North Central Ohio, Inc. (ILCNCO) abides by all Client Assistance Program procedures. Upon request we will voluntarily assist any consumer in contacting CAP representative, and/or filing a CAP written complaint in a timely fashion.

ILCNCO uses the following procedures to inform consumers of CAP rights and procedures. At the point of initiation of service planning, each consumer is provided a copy of CAP rights and those rights are explained. To facilitate the accomplishment of the goals of each consumer, all consumers are provided the option and right to complete a written Independent Living Plan (ILP) in conjunction with their respective program coordinator. As part of exercising consumer rights all consumers are provided the option to waive the construction of an ILP at their own will. ILCNCO maintains signed copies of all ILP's, as well as providing each consumer a copy of the same form. The ILP and/or waiver also document explanation of CAP rights and procedures.

ILP rights and waiver are the same form and is updated yearly with each open consumer. The contents of the ILP rights and waiver form are designed to, for and by consumers of ILCNCO and respective program coordinators.

In the event a consumer accesses the services and rights of the Client Assistance Program, ILCNCO will abide by CAP findings, so long as they do not violate any ILCNCO policies/procedures or present a conflict of interest to the organization, its employees or to others served through ILCNCO.

## CONFIDENTIALITY STATEMENT

ILCNCO maintains Consumer Records on all individuals receiving services through our agency. Information in a Consumer Record includes, but is not limited to; consumer's name, address, telephone number, disability type, age category, gender, race, date of service, services received, emergency contact information, collateral contact information, goals and objectives, and progress or lack of progress.

All information contained in a Consumer Record is confidential and cannot be released (written or verbally) without written authorization from the Consumer. It is your right under the law to hold all communications, observations, and information, both written and verbal, between you and ILCNCO staff confidential. This means ILCNCO staff is expressly forbidden from discussing any Consumer-related information with anyone outside the agency without a signed Release of Information form from said Consumer. Discussion of Consumer related information with ILCNCO staff is limited to a need-to-know basis only.

No information will be released about you to anyone without your written or verbal consent with the exclusion of: (1) The Abuse and Neglected Child Reporting Act, and (2) the risk of serious physical injury or death to a person.

## RELEASE OF INFORMATION FOR DISCLOSURE

I authorize ILCNCO to release confidential information regarding the consumer to the following agency or agencies and persons in order to attempt to facilitate needed services.

Business Contact: \_\_\_\_\_

Address of Contact: \_\_\_\_\_

I understand that this release applies to the Agency or Person listed above. I may cancel this permission at any time. I further understand that no information other than the information listed below shall be given to anyone, including the Agency or Person listed above, without my prior knowledge. Information shared with the specified Agency or Person is intended to assist my best interests in programs or services provided by the ILCNCO. This Release of Information for Disclosure will be terminated in 90 days or if the consumer has requested the termination for an earlier date.

Disclosure Termination Date: \_\_\_\_\_

I hereby discharge ILCNCO from any possible liability arising out of and from the release of said information.

Dates for Information Release: \_\_\_\_\_

***All services that require personal and specific information and collaborative actions with designated service providers such as utility companies or property owners will require additional mandatory release of information documents be completed to allow the sharing of necessary information to complete essential services.***

CONSUMER INITIAL: \_\_\_\_\_

Consumer was present during conversation/phone call: \_\_\_\_\_

Staff Initials and Date: \_\_\_\_\_

**DETERMINATION OF ELIGIBILITY**

Any person within ILCNCO's service area is eligible to request services and will be provided services as necessary and appropriate to fulfill their Independent Living goals.

- Any individual with a significant disability, regardless of age, color, creed, national origin, gender, sexual orientation, race, or disability which exhibits potential or desire to benefit from independent living services.

By signing this document, I am stating that I do have a significant disability and am eligible for services at ILCNCO. CONSUMER INITIAL: \_\_\_\_\_

**STAFF:**

As an employee of ILCNCO and based upon my discussion with the consumer it is evident that he/she has a significant disability which impairs his/her ability to live independently. Through the services from ILCNCO, it is likely this consumer will develop greater independence and meet the eligibility of the Independent Living Program. This determination is based upon one or more of the following:

**Verification of Disability Source:**

- Medical Records Provided
- Personal Observation
- Self-Disclosed

**Comments:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STAFF SIGNATURE: \_\_\_\_\_

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I, \_\_\_\_\_, have read and understand all the above-mentioned statements contained in this document including:

- Release of Information
- Statement of Understanding
- Determination of Eligibility and Verification of Disability
- Confidentiality Statement
- Release of Information for Disclosure
- Client Assistance and Complaints

By signing below, I agree that I meet the definition of eligibility for services as a person with a significant disability.

Consumer Signature: \_\_\_\_\_

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

Guardian Signature: \_\_\_\_\_

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

Staff Signature: \_\_\_\_\_

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