

LT Child ID/Case No.:

Name of Child:

Name of Parent/Legal Guardian/Caregiver:

**GENERAL CONSENT**

You, the undersigned, have reviewed and understand the various programs and services that may be provided by LT for your child(ren)/you as named above. You hereby consent to LT providing your child(ren)/you such programs/ services identified below.

You acknowledge and understand that LT provides various kamali'i (children) and 'ohana (family) with programs and services. You further represent that you have voluntarily applied for LT's programs and services for your child(ren)/you and understand that you may revoke your consent and withdraw your child(ren)/yourself from LT's programs and services at any time by notifying LT's Kipuka Social Service and/or Youth Development Team Lead or Staff.

Based on your understanding and consent as provided above, LT offers the programs and services identified below to your child(ren)/you. If program services are not provided immediately for your child(ren)/yourself, LT will contact you prior to enrollment in any such LT program services. Please indicate your acceptance by signing your initials next to your selection(s).

KAMALI'I /'OHANA SERVICES	Yes _____ (Parent/Guardian/Caregiver Initials)	No _____ (Parent/Guardian/Caregiver Initials)
GROUP PROGRAMS	Yes _____ (Parent/Guardian/Caregiver Initials)	No _____ (Parent/Guardian/Caregiver Initials)

TRANSPORTATION	If you wish to authorize designated LT staff to transport your actively-enrolled child(ren)/yourself, please sign your initials next to your selection(s) below.	
• Kamali'i/'Ohana Services	Yes _____ (Parent/Guardian/Caregiver Initials)	No _____ (Parent/Guardian/Caregiver Initials)
• Group Programs	Yes _____ (Parent/Guardian/Caregiver Initials)	No _____ (Parent/Guardian/Caregiver Initials)

**SPECIAL TERMS AND CONDITIONS**

1. Confidentiality. All case/group/program files are held by LT in strict confidence. All case/group files are made available to LT management and staff on a need-to-know basis. LT will safeguard all case/group/program files to the extent required by law and the policies of the organization. Information you share with LT will be held in confidence. LT will only disclose/ release specific information to outside agencies that you have authorized in writing in advance. There are exceptions to this policy, as stated below:
  - a. If, in the course of working with your family, LT learns of real or suspected child abuse or neglect, State law requires LT to report the abuse or neglect to Child Welfare Services (CWS) or the police department.
  - b. If, in the course of working with you, LT is contacted by CWS or the police department in the situation where someone else has filed a report, LT is required by law to provide all information related to the alleged incident of abuse.
  - c. If a report charging actual, suspected, or imminent harm to a child or children in your home comes before Family Court, the Court may appoint a Court Appointed Special Advocate (CASA). The CASA has the right and responsibility to advocate for the best interest of the child(ren) and in doing so, the CASA or Family Court may subpoena your child(ren)'s records. In this case, LT will be required to comply with the subpoena.

- d. If you tell LT of the possibility of imminent bodily harm to any individual or yourself, LT may have to take action to prevent such harm.
  - e. If LT receives a Court Order to release information from your child(ren)'s records, LT may have to do so, but only after consulting with LT's attorney.
2. **Mandated Reporting.** Hawai'i State law requires all health and human service professions working in Hawai'i to report any suspected abuse or neglect of a child to the State Child Welfare Services (CWS) or police department. If you have questions about this requirement, please let LT know, and LT will provide further information concerning such requirements. *Your signature below will be an acknowledgement that you have been informed of the mandated reporting requirement.*

In addition, be advised that LT management and staff may need to act immediately to prevent harm if you and/or your child(ren) are in any immediate danger during the course of LT providing its services and programs.

**GENERAL TERMS AND CONDITIONS**

- 1. **Release and Indemnification:** In consideration of your own, and/or your child(ren)'s participation in services and programs that will be provided by LT, you hereby agree to release, indemnify, defend, and hold harmless LT, its Trustees, employees, and agents, from and against all claims, including but not limited to claims for property damage, personal injury, invasion of privacy, invasion of right of publicity, and/or infringement of intellectual property rights, arising out of your and/or your child(ren)'s participation in LT services and programs, its field trips (if applicable) and activities, or the rendering of any medical treatment.
- 2. **Drug/Alcohol Free:** You understand that all LT programs and/or activities are "drug-free" and that no tobacco, alcohol, or illegal substances may be used or in possession during any programs and/or activities. You further understand that any person deemed by the program or activity coordinator or supervisor in his/her discretion to be under the influence of any alcohol or illegal substance may be asked to leave the sponsored program or activity.
- 3. **Emergency Authorization:**
  - a. You understand that LT will make reasonable attempts to contact you as soon as possible by calling your contact phone numbers as provided to notify you of such emergency event of illness or injury to your child(ren).
  - b. In the event of an emergency illness or injury to your child(ren), and LT cannot reach you at the phone number as provided in the LT Registration Form, you hereby authorize LT's staff to secure emergency medical treatment or dental care for your child(ren) at your sole cost and expense.
  - c. In the event of such emergency illness or injury to your child(ren) during the course of any services or programs, you hereby authorize a physician, dentist, and any other qualified medical or dental professional to provide emergency medical treatment/dental care for your child(ren) and such other medical and dental treatment and care as the physician or dentist determines appropriate.

**CONSENT - AUDIO RECORDINGS/PHOTOGRAPHS/VIDEO/SOCIAL NETWORKS**

- 1. Please indicate your selection concerning the use of audio-visual and social media:
  - I/We hereby DO NOT grant LT permission to use any and all photos/images/video and/or audio recordings, including the names, of our child(ren)/ourselves.
  - I/We hereby DO grant LT permission to use any and all photos/images/video and/or audio recordings, including the names, of our child(ren)/ourselves in connection with:
    - a. LT's Website, <http://www.onipaa.org>, in general;
    - b. LT's Program/Event/Sessions;
    - c. Any hard copy informational presentations created by or for LT, including the annual reports of LT or any

other related materials;

- d. Any other hard or electronic media that may be utilized solely by LT to further the mission of LT; and
  - e. Third-party hard or electronic publications or other media that have been vetted by LT to ensure that any such third-party use shall serve the mission of LT and will not otherwise compromise the privacy of my/our child(ren) or the parents, guardians, or caregivers.
2. By granting LT permission to use any and all photos, recordings, you further acknowledge and understand that there are potential dangers associated with the posting of any and all photos/images/video and/or audio recordings on the LT Website, since global access to the internet does not allow for control of who may access such information. By signing below, you acknowledge and understand that any photos/images/video or audio recordings of your child(ren) can be downloaded from the internet and reprinted by various organizations or individuals, including print, electronic and broadcast media; and you hereby release LT, including its Trustees, officers, employees and agents from any and all liabilities that may arise from the use of your child(ren)'s name(s), and photos/images/video and/or audio recording by LT.
  3. Finally, you understand that if you wish to rescind this Consent, you may do so at any time by sending a written notice of rescission to LT. The requested rescission will take effect upon LT's receipt of such written notice of rescission. You understand that LT will require a reasonable period of time from such receipt of notice to remove such information from its Website and to stop any further written publication of such information. You further acknowledge and understand that once any photos/images/video or audio recordings of your child(ren) have been downloaded from the internet or otherwise distributed in hard form to the public, LT will not be able to retrieve such distributed or downloaded photos/images/video and/or audio recordings, including the names, of your child(ren).

### CONSENT – CREATIVE WORKS BY CHILDREN

Please indicate your selection concerning the use of creative works by your child(ren):

- I/We hereby DO NOT grant LT permission and license to use any and all works created by my/our child(ren) in connection with LT programs and/or activities
- I/We hereby DO grant LT permission and license to use any and all works created by my/our child(ren) in connection with LT programs and/or activities in connection with:
- a. LT's Website, <http://www.onipaa.org>, in general;
  - b. LT's Program/Event/Sessions;
  - c. Any hard copy informational presentations created by or for LT, including the annual reports of LT or any other related materials;
  - d. Any other hard or electronic media that may be utilized solely by LT to further the mission of LT; and third-party hard or electronic publications or other media that have been vetted by LT to ensure that any such third-party use shall serve the mission of LT and will not otherwise compromise the privacy of my/our child(ren) or the parents, guardians, or caregivers.

### CONSENT – PARTICIPATION IN LT RESEARCH AND EVALUATION STUDIES

Research and Evaluation. LT routinely evaluates all its services and programs to aid in program improvement.

Participation typically involves responding to surveys of knowledge, attitudes, or skills relevant to the program or service; interviews with LT staff or contractors about the program or service they received; or review of artwork, performances, or other products your child may have created. If you allow your child to be part of these studies, and/or if you decide to participate in these studies, you may change your mind and withdraw your approval at any time. Your child(ren) may choose not to be a part of the study, even if you agree, and may decline to participate at any time. Your child(ren)'s contributions to the study will be kept confidential and will not be individually identifiable.

Please indicate your selection concerning the involvement of your child(ren) in LT research and evaluation studies:

I/We hereby DO NOT grant LT permission to gather information from my child(ren) and myself/ourselves as part of LT research and evaluation studies for the purpose of improving LT services.

I/We hereby DO grant LT permission to gather information from my child(ren) and myself/ourselves as part of LT research and evaluation studies for the purpose of improving LT services.

## PARENTS/GUARDIANS/CAREGIVERS RIGHTS AND RESPONSIBILITIES

The rights and responsibilities of parents, guardians, and caregivers in the care and welfare of their child(ren) are imbedded in statutory and common law principles. This Parents/Guardians/Caregivers Rights and Responsibilities statement is not intended to recite the law on these matters but rather to set forth LT's internal policies, guidelines, and protocols, recognizing the rights and responsibilities of parents/guardians/caregivers who elect to place their child(ren) with LT. LT reserves the right to amend these provisions in its sole discretion.

### 1. RIGHTS

LT acknowledges your rights in our work with you:

- a. To a respectful, nurturing, nondiscriminatory and caring environment of services and programs.
- b. To be informed of the services and programs offered.
- c. To receive a copy of any written service plan offered for your child(ren).
- d. To understand the role that LT and you will play in such services and programs.
- e. To refuse services and withdraw your child(ren) from the programs and services of LT.
- f. To expect the confidentiality of your case files and records, and to access your case files and record, upon request, in accordance with LT's policies and procedures.
- g. To submit a complaint to LT about the services you have received and to expect a response from LT to your complaint, pursuant to the following general steps:
  - i. Speak to the designated worker about how you are feeling about services being provided.
  - ii. If not satisfied with the responses from your designated worker, you may contact the Social Service/Youth Development Team Lead at the appropriate kīpuka, and the Team Lead will contact you within five (5) business days to arrange a meeting with you to discuss your concerns.
  - iii. If speaking with the Social Service/Youth Development Team Lead does not resolve your concern, you will be referred to the appropriate Director, Senior Director, or the Vice President & Chief Program Officer for a final decision by LT on your concerns.
- h. To refer services, as appropriate, to other providers of services in addition to LT's services.

### 2. RESPONSIBILITIES

You acknowledge your responsibilities in your work with LT:

- a. To provide accurate and complete information within the Application and Consent form and in all inquiries by LT in developing an appropriate service plan for you and your child(ren).
- b. To read and understand the information provided by LT that applies to you and your child(ren)'s service plan, and to ask questions if you do not understand the information that is provided.
- c. To engage and participate in the services and programs being provided for you and your child(ren), including fulfilling the responsibilities you have agreed to in the family service plan.
- d. To meet and cooperate with your designated worker, and call the designated worker or kipuka if you or your child(ren) cannot attend a meeting or session.
- e. To do your best to work with LT's staff to provide a nurturing 'ohana and environment for your child(ren).
- f. To inform your designated worker of changes in your address, phone number or changes in where your

child(ren) live(s).

By signing below, you represent that the information provided herein is true and accurate, and that you agree to all of the terms, conditions, consents, rights, and responsibilities set forth above. You understand that any program services offerings by LT will be made in reliance on this information.

*PARENT/LEGAL GUARDIAN*

Signature

Print Name

Date

*PARENT/LEGAL GUARDIAN*

Signature

Print Name

Date

*CAREGIVER*

Signature

Print Name

Date