

Family Contact Consultation Confidentiality Agreement



The following is a Family Contact Consultation Confidentiality Agreement (referred to in this document as “Agreement”) between parties including, but not limited to, Alaska Center for Resource Families, Alaska Family Services, Alaska Youth and Family Network, Beacon Hill, CCS Early Learning, Chickaloon Tribal Nation, Co-Occurring Disorders Institute, Guardian ad Litem Office, Knik Tribal Nation, Mat-Su Health Foundation, Palmer Families with Infants and Toddlers Court Project, Raising Our Children with Kindness (R.O.C.K.) Mat-Su, South Central Office of Children’s Services (OCS), family contact supporters, and other professionals currently involved with the family.

Parties attending the case consultation must sign this Agreement before the consultation begins and if they will be discussing family and child case-specific situations. Those attending the case consultation (referred to in this document as “parties”) are committed to improving family contact for children and youth in out-of-home placement.

Agreement Expectations

WHEREAS, the parties’ goal is to unite so that families and children engage in meaningful healthy contact that is culturally centered and best for the child. The parties believe we must work together to help make this happen consistently for the child(ren) and youth involved in this case consultation. We have identified how to improve the availability, frequency, and quality of family contact for families the Office of Children’s Services (OCS) serves in the Matanuska-Susitna borough. This Agreement and the related case consultation process help support family contact improvements.

WHEREAS the parties agree to conduct this consultation using family-driven care principles. Family-driven care, as defined by the National Federation of Families for Children’s Mental Health,¹ means families have a primary decision-making role in the care of their own children as well as the policies and procedures governing care for all children in their community, state, tribe, territory, and nation.

¹ Adapted from National Federation of Families for Children’s Mental Health. (2008). *Family driven, family centered, family voice and choice: What’s the difference?*
https://www.ffcmh.org/files/ugd/318d31_dd33b8b1ae804982b1ce662a1c474032.pdf

WHEREAS the parties agree to engage in confidential consultation with each other and commit to using the six principles of partnership² as follows:

Everyone Desires Respect. All people have worth and a right to self-determination and to make their own decisions about their lives. Being accepting of this principle leads people to treat others with respect and honor others' opinions and worldviews. True partnership is impossible without mutual respect.

Partners Share Power. Each person shares the responsibility to leverage their position and relational power to improve the partnership's work. When obstacles arise, partners share the responsibility for creating meaningful change.

Everyone Needs to Be Heard. Practice empathetic listening, which includes active listening accompanied by the listener's sincere motivation to understand what the other person is saying. The listener's desire is to understand the other person's point of view, leaving their own agenda "at the door." This keeps defensiveness and resistance from blocking solution building.

Everyone Has Strengths. Identify others' strengths and use them to accomplish the goals at hand. Use gifts, talents, abilities, resources, and connections to address worries as they arise. Work hard to intentionally identify the problems ahead to create a hopeful and accomplishable path together.

Judgments Can Wait. Explore new ideas and prevent judgment from creating barriers. Delay judgments to stay open to changing decisions if further feedback or information indicates that is necessary. Hold candor with curiosity.

Partnership Is a Process. Remain aware that your work together is done through a melding of all partnership principles. The focus is on the relationships within the partnership as much as it is on the work at hand.

WHEREAS, the parties agree to keep all information confidential. The parties also agree to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The OCS legal team advised OCS staff that they can sign this Agreement and participate in case consultation. In doing so, OCS staff must adhere to the OCS confidentiality policy and HIPAA training by disclosing only information needed to promote best practices within use of the family contact framework, which includes, but is not limited to, parent specific information, safety-related information, and information necessary to discuss and solve barriers to improved family contact.

² Adapted from Smith, C., White, P., & Comer, D. (2006). Cornerstone III: Self-study guide for family assessment. Appalachian Family Innovations.

WHEREAS if, during case consultation, new reports of child maltreatment or vulnerable adult maltreatment arise, then the attending parties are held to mandatory reporting standards to report new concerns to OCS screening. In accordance with Alaska Statutes (AS 47.10 and 47.24), mandated reporters will contact appropriate authorities if they suspect any form of abuse or neglect. If a participant threatens to harm themselves or another individual(s) (AS 12.61.010), the threat will be taken seriously and reported to the appropriate authorities. When a report is filed to protect an individual(s), the report will be prepared with or without consent from the parent/s.

WHEREAS the confidentiality Agreement, the completed family contact framework tool, and related case notes are part of the legal record and may be subpoenaed as discoverable information as part of a court intervention.

NOW, THEREFORE, in consideration of the good and valuable potential results parties can achieve by consulting and communicating with each other regarding identified families and their children to improve family contact for children in out-of-home care involved in the public child welfare system, we agree to:

1. Operate within the principle of shared decision-making and responsibility for outcomes.
2. Assure family members are spoken about as if they are present during the consultation, and if invited to be present, are welcomed, respected, and valued.
3. Share our unique perspectives, knowledge, and expertise with each other freely.

CONFIDENTIALITY AND LEGAL EFFECT OF AGREEMENT

This Agreement is effective when signed by all parties attending and at the beginning of each case consultation, prior to any sharing of case-specific information or identified information. This Agreement commits parties to confidentiality regarding client information and records and reflects parties' compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996³ (HIPAA), 42 CFR, part 2, regarding confidentiality of substance use disorder patient records and federal and state data privacy requirements regarding confidentiality of child welfare records. This Agreement is not intended to, nor should it be understood to, affect or extend the legal responsibilities of any of the parties, create or change pre-existing legal obligations, or rate or extend any legal rights to any person or entity not party to this Agreement. This Agreement sets forth the parties' intent to maintain confidentiality. However, this Agreement is not a legally binding document and is not intended to confer remedies on any party in the event it is breached.

³For more information on the Health Insurance Portability Act of 1996: <https://www.cdc.gov/phlp/publications/topic/hipaa.html>

EXECUTION OF AGREEMENT

The parties certify this Agreement is executed as of the date of each party's signature below.

By (name/entity): _____

Date: _____

By (name/entity): _____

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