

## **PDF: Risk Behavior Policy**

### **Assessment Tool**

**Initial Risk Assessment Form**

**Risk Assessment Tool Documentation Form**

**Covenant Form with Appendix**

**Release of Information**

**Sample Letter to Attach to Release of Information**

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### **Guiding Principles:**

The Church accepts as central to its mission the establishment and maintenance of a caring environment for every child of God, and a place of grace for all sinners, including those whose sins are public. Knowing that children and vulnerable adults are at risk, we determine to provide protection for them by careful monitoring of any person exhibiting or with an identified behavioral risk participating in the life of this congregation. Knowing that God's grace has been extended to all, that grace invites repentance and that repentance requires acknowledgement of sin, sorrow for sin, and a turning away from sin, all with the support and prayers of God's people, we determine to provide a means that a person of risk can live in that grace in the life of this congregation.

Toward these ends we establish the following policy:

### **Risk Assessment Policy Overview:**

The Risk Behavior Policy shall be enacted when an individual exhibits or has a history of a behavior that could potentially pose a threat or risk to the safety of anyone attending worship or activities at First Presbyterian Church. Any person, including staff with information or a concern, reports this to the Pastor/Head of Staff or a member of Session. The first step in enacting this policy is for a designated member of Session to work in conjunction with the Head of Staff/Pastor to complete the Initial Risk Assessment Form. If an assessment of "Potential Risk" is reached following completion of the Initial Risk Assessment Form, then the Risk Assessment Tool (see below) will be implemented. The Risk Assessment Documentation Form shall be used to document the work and finding of the implementation of the Risk Assessment Tool.

### **Risk Assessment Tool:**

Any individual who exhibits or has a history of a behavior that would potentially pose a threat or risk the safety of anyone attending worship or activities at First Presbyterian Church will meet with the Pastor/Head of Staff, a member(s) of Session or Elder(s) appointed by Session, and an appropriate community expert(s) (this community expert may include a member of the congregation if they have professional expertise in risk assessment specific to the individual in question). This will become the Risk Assessment Team for this individual.

- Individuals with a **historical report only** and are considered no future risk, require no plan or action and the concern is dismissed.
- Individuals in the **Low Risk** area will complete a covenant with any noted or appropriate restrictions and scheduled follow-up as deemed appropriate by the Team.
- Individuals in the **Moderate Risk** area will complete a covenant with assigned covenant partners and comply with frequent monitoring and reassessment.
- Individuals in the **High Risk** behavior category where it is determined that we do not have the staff and volunteer resources to insure safety of others will be offered faith formation and fellowship off site in a place determined appropriate by the Risk Assessment Team.

Individuals will be reassessed at intervals determined by the Team. Behaviors and level of risk may increase or decrease based on an individual's care and needs. Any individual can be asked to not attend functions in the building until the risk assessment process is completed and a covenant plan (if applicable) is developed. Plans will be individualized and adjusted as needed. Session will be advised of any covenant plans in existence, individual names will remain confidential to the Team unless otherwise determined using the Risk Assessment Tool.

Additionally, background checks conducted on contractors/consultants working directly with staff and the congregation as well as information regarding employees will be subject to the same Risk Behavior Policy to determine if employment or a contract for services can be safely offered or continued.

All Individuals will be provided appropriate faith formation as a beloved child of God.

**Procedure:**

Complete the following as determined appropriate by the Risk Assessment Team. All records are confidential and are kept in a locked file with limited access.

1. If applicable, obtain a release from the participant and contact their parole or probation officer for specific information about the offense and any parole or probation requirements or a statement of satisfactory completion. Any information received remains confidential to the Risk Assessment Team.
2. If applicable, obtain a release from the participant and contact their current or last provider for mental health and or health services regarding the offender's risk level, evaluation and recommendation regarding the individual's safe participation in a church setting. Any information received remains confidential to the Risk Assessment Team.
3. The participant may be required to sign an agreement to adhere to a Covenant, which will include the requirements for participation in church life. Stipulated requirements will be based on what is learned by the Risk Assessment Team. Reference **Appendix A - Index of Covenant Agreement Terms** for examples of terms that may be considered.

In all cases, should the participant not comply with the agreed upon covenant, the individual may be asked to discontinue participation in church life on and off the church campus.

4. The Risk Assessment Team will determine the level of disclosure necessary to assure both the safety of individuals in the congregation, and the witness of God's grace and forgiveness to the participant. Disclosure will be limited to the participant's identity, not the details of the offense. In cases where a 'medium risk' or a 'high risk' assessment is reached, the Risk Assessment Team will notify Session members under an Executive Session. Additional individuals (regardless of level of risk) who may be informed are:
  - a. Program staff
  - b. Christian Education Committee
  - c. Youth and children's workers as deemed necessary by the pastor in consultation with the Director of Christian Education
  - d. Volunteer accountability partners
  - e. Other specific groups or individuals deemed at risk.

Note: In all cases where information about individuals who fall under this policy is disclosed the information must be kept confidential and not shared with anybody else, without exception.

5. Reviews of compliance shall be conducted at least bi-annually, at the request of the Session, participant or as determined by the Risk Assessment Team.

**Initial Risk Assessment Form:**

This form is completed for any individual where a concern is shared, reported or discovered as a matter of record for the Risk Assessment Team and documentation of monitoring.

**Risk Assessment Tool Documentation Form:**

This form is completed as the Risk Assessment Team does its evaluation of risk and determines appropriate next steps for the participant.

**Participant Covenant Form:**

This form is individualized by the Risk Assessment Team to address any concerns with a specific individual and with whom information will be shared.

**Release of Information Form:**

This form is utilized by the Risk Assessment Team if contact with an outside service provider is needed to gather information for an accurate assessment of risk.

### Initial Risk Assessment Form

It is the responsibility of the Session designated individual working in conjunction with the Head of Staff/Pastor to complete this form. The completion of this form shall be initiated any time the Head of Staff/Pastor, other staff members, or members of the First Presbyterian Church Session are made aware of any individual who exhibits a behavior or has a history of a behavior that would potentially pose a threat or risk the safety of anyone attending worship or activities at First Presbyterian Church.

1. Date of initiation of form:	
2. Name of individual completing this form (Session designated individual):	
3. Name of the individual whose behavior or history has initiated the completion of this form:	
4. Description and timing of behavior or history that has initiated the completion of this form:	
5. Description of how the knowledge of the behavior or history was discovered: (attach documents if appropriate)	

<p>6. Description of relationship between the individual identified in #2 above and First Presbyterian Church. Check all that apply:</p>	<p><input type="checkbox"/> Worship/Education/Fellowship Participant</p> <p><input type="checkbox"/> Applicant for Membership</p> <p><input type="checkbox"/> Applicant for Employment</p> <p><input type="checkbox"/> Contractor</p> <p><input type="checkbox"/> Employee</p>
<p>7. Initial assessment of an individual's risk to the safety of anyone attending worship or activities at First Presbyterian Church.</p>	<p><input type="checkbox"/> <b>No Risk</b></p> <p><i>Note: Session designated individual and Pastor/Head of Staff must concur with this assessment. <b>Behaviors that are violent, sexual, or predatory in nature would <u>not</u> be eligible for an initial “No Risk” assessment.</b></i></p> <p><input type="checkbox"/> <b>Potential Risk Exists, Further Risk Assessment Indicated</b></p> <p><i>If Potential Risk Exists and further analysis is indicated, use of the Risk Assessment Tool and completion of the documentation form is required. (8 and 9 are then Not Applicable)</i></p>
<p>8. If deemed “No Risk”, Participant maybe Eligible for:</p>	<p><input type="checkbox"/> Employment</p> <p><input type="checkbox"/> Contract work</p> <p><input type="checkbox"/> Membership</p> <p><input type="checkbox"/> Leadership</p>
<p>9. Name, signature, and date of Session designated individual completing this form and concurring with “No Risk” assessment (if applicable):</p>	<p>Printed Name:</p> <p>Signature:</p> <p>Date</p>

10. Name, signature, and date of Pastor/Head of Staff concurring with “No Risk” assessment (if applicable):	Printed Name:  Signature:  Date:
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<p>1. Risk Assessment Team Members</p>	<p>Pastor/Head of Staff:</p> <p>Session Member or Appointed Elder:</p> <p>Participant:</p> <p>Appropriate Community Expert: (may be a member of the congregation)</p> <p>Others if applicable:</p>
<p>2. Team Meeting Dates:</p>	<p>Initial Meeting:</p> <p>Any Follow-up Meetings:</p>
<p>3. Release of Information Granted</p>	<p><input type="checkbox"/> Medical Provider</p> <p><input type="checkbox"/> Therapist</p> <p><input type="checkbox"/> Probation/Legal</p> <p><input type="checkbox"/> Other</p>
<p>4. Review of Documentation Received:</p>	<p>Document &amp; Date:</p>
<p>5. Risk Assessment Determination:</p> <p>The following considerations are used in making risk assessments:</p>	<p><input type="checkbox"/> No Risk (no further requirements)</p> <p><input type="checkbox"/> Low Risk (covenant required)</p>

<ul style="list-style-type: none"> <li>- Concern is historic, longer than 7 years with no recurrence</li> <li>- How recent the behavior is.</li> <li>- Conditions of Probation (if applicable)</li> <li>- The severity of the behavior.</li> <li>- Victim impact and likelihood of recurrence.</li> <li>- Any crime or behavior directed to minors or vulnerable populations.</li> <li>- Covenant required, level of supervision, who needs notified, necessity of a covenant partner, frequency of re-evaluation, input from therapist etc and their stated concerns.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Medium Risk (covenant required)</li> <li><input type="checkbox"/> High Risk (covenant required) <i>Note: A determination of High Risk means that First Presbyterian Church cannot meet needs within the church -faith formation may be offered at an alternative site.</i></li> </ul>
<p>6. Notification Requirements: Name individuals</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Program staff</li> <li><input type="checkbox"/> Session members</li> <li><input type="checkbox"/> Christian Education Committee</li> <li><input type="checkbox"/> Youth and children's workers as deemed necessary by the pastor in consultation with the Director of Christian Education</li> <li><input type="checkbox"/> Volunteer accountability partners</li> <li><input type="checkbox"/> Other specific groups or individuals deemed at risk.</li> <li><input type="checkbox"/> None</li> </ul>
<p>7. Covenant Form Required</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Yes</li> </ul>



	<input type="checkbox"/> No
<p>8. Covenant Includes the Following Restrictions (if Covenant Required): Specific information regarding restrictions, is included in the covenant</p>	<input type="checkbox"/> Building Access <input type="checkbox"/> Worship <input type="checkbox"/> Activities <input type="checkbox"/> Specific Populations <input type="checkbox"/> Other (must list)
<p>9. Covenant Accountability Partner (if Covenant Required) Relationship Guidelines</p>	<p>Accountability Partner Name:</p> <p>Agreed Upon Frequency of Accountability Partner Meetings/Conversations:</p> <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other: _____ <p>Mutually Agreed Upon Discussion Topics during Meetings/Conversations:</p> <input type="checkbox"/> Partner Required for Building Access
<p>10. Participant is considered NOT eligible for:</p>	<input type="checkbox"/> Employment <input type="checkbox"/> Contract <input type="checkbox"/> Membership <input type="checkbox"/> Leadership <input type="checkbox"/> Other (must list)

11. Re-Evaluation Frequency (minimum of once every 6 months)	Frequency of Re-evaluation determined by Team:
12. Signatures and Dates	Head of Staff:  Date:  Appointed Elder:  Date:

**AUTHORIZATION FOR RELEASE OF INFORMATION**

First Presbyterian Church 840 S 17th St, Lincoln, NE 68508

I hereby authorize the Disclosing Party and its employees and agents to exchange health or other private treatment information to the Pastor of First Presbyterian Church for the following purpose: For use in completing a risk behavior assessment to identify individual needs and potential risks to others if the above person is employed by, contracts with or actively joins in the life of the church

1. YOU ARE AUTHORIZED TO EXCHANGE THE FOLLOWING INFORMATION: \_\_\_\_\_

2. THIS AUTHORIZATION INCLUDES:

Yes No Alcohol/drug abuse information of part of the specified record

Yes No Mental health information if part of the specified record

Yes No for psychotherapy notes even if not part of the specified record.

WHAT OTHER LIMITATIONS APPLY? If none, write "none." \_\_\_\_\_

3. THIS AUTHORIZATION IS VALID UNTIL: \_\_\_\_\_ (Note: Unless otherwise stated, I request that this authorization be considered as valid for 12 months from date of signature)

4. I DECLINE TO AUTHORIZE A RELEASE OF INFORMATION: \_\_\_\_\_

Additional Important Terms Which I have been notified of:

1. Refusal to sign this authorization will not affect my ability to receive treatment from the Disclosing Party.
2. Information to be disclosed under this authorization may be subject to re-disclosure by the recipient and may no longer be protected by State or Federal privacy laws.
3. I may revoke this authorization at any time by giving written notice to the Disclosing Party.
4. A photocopy or exact reproduction of this signed authorization will have the same force and effect as the original.
5. By signing below, I acknowledge receipt of a copy of this Authorization.

Send Records to First Presbyterian Church Lincoln NE

Attention: Name \_\_\_\_\_

email: \_\_\_\_\_

Phone 402.477.6037 Address 840 S 17th St, Lincoln, NE 68508

Disclosing Party \_\_\_\_\_  
(Name of organization or provider to Release Records)

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Name of Participant \_\_\_\_\_ Date of Birth \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

### Covenant Agreement

<b>Participant Name:</b>	<b>Risk Assessment Level:</b>
<b>Accountability Partner:</b>	<b>Date:</b>

<b>Terms of Agreement (See Appendix A for an index of Terms to use if applicable)</b> 1. 2. 3. 4. 5.  **(Add as many as are appropriate)
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<b>Individuals/Committees Notified of Agreement:</b>	
1.	4.
2.	5.
3.	6.

*Before God, my church family and First Presbyterian Church's staff, I commit to maintaining this accountability covenant. If I fail to comply with this covenant in any way, no matter how minor, the church may revoke my right to participate in this church family and attend any church functions.*

**Signed By:**

<b>Participant:</b>	<b>Date:</b>
<b>Accountability Partner:</b>	<b>Date:</b>
<b>Head of Staff:</b>	<b>Date:</b>
<b>Appointed Elder:</b>	<b>Date:</b>

**Date of Next Review:**

**Appendix A - Index of Covenant Agreement Terms**

**The following list contains sample statements the Risk Assessment Team may choose from to adapt or use specific to the participant. Additionally other statements as appropriate may be added for an individual need. The team is encouraged to review these statements as an opportunity to insure the comprehensive nature of the covenant.**

1. I will accept an accountability partner, who will participate in this accountability covenant.
2. I will meet my accountability partner at a place mutually agreed to when coming to church for worship and events, and will remain within eyesight of my accountability partner at all times when on church property.
3. When coming to church at times other than for worship and events, I will consult with the pastor or my accountability partner about any special considerations that may need to be made before I show up on church property.
4. I will refrain from any physical or verbal contact with minors or other other identified populations at risk.
5. Should a minor or identified person at risk seek to engage with me, I will politely greet them (shaking hands during the passing of the peace is permissible) and then turn away and disengage.
6. I agree to notify my accountability partner within 24 hours of being contacted by any law enforcement officer concerning any charges or allegations.
7. I will continue to participate in a treatment program with a qualified professional until that professional notifies the church in writing that such treatment is no longer needed and considered complete.
8. I will actively participate in a community support group or similar group on a weekly

basis, and will inform my accountability partner of the day and time of the weekly meeting.

9. I will sit with my accountability partner (or his/her designee) during worship and other events where minors or a specific at risk population are present.
10. I will participate in ministries involving only adults.
11. I will refrain from using any part of the church facility where children or youth activities are in session. Should I need to enter those areas when activities are in session, I will enlist my accountability partner or his/her designee to accompany me.
12. I will use only the single occupancy restroom located across from the Welcome Center.
  
13. In the event of an emergency, my accountability partner will enlist an adult of my same gender to accompany me into restroom facilities other than the single occupancy restroom.
14. I will meet monthly or as determined with my accountability partner and quarterly with the Pastor and Designated Elder to discuss the status of my participation and any challenges.
15. I will seek to refrain from placing myself in a questionable or compromising position in regards to special needs/mentally challenged adults attending church events. Therefore I will have no contact or ministry to special needs adults without the escort and assistance of another adult church member.
16. I will inform my accountability partner of any unexpected or unforeseen risks that arise related to my church participation to maintain my accountability.
17. I will consult with my accountability partner and church staff before committing to participate or serve in any ministry opportunity (i.e., volunteer activity or event). When in doubt regarding my involvement with a specific activity, I will consult in advance the Pastor and/or my accountability partner for permission to participate.
18. I agree to limit my participation to the specific worship service \_\_\_\_\_. I understand that I may attend with my accountability partner or his/her designee special worship services that are offered at other times.
19. I agree to limit my participation to the following events and activities:  
*List as necessary*

## **Sample Letter to Accompany Release of Information**

### **Letterhead**

Date\_\_\_\_\_

On Behalf of the session of First Presbyterian Church I am seeking information from you regarding \_\_\_\_\_. The release of information is attached.

Our church became aware of an at-risk history or behavior that has us now gathering information regarding \_\_\_\_\_'s risks to others per our risk assessment policy and procedure. We want to serve and work with this individual and yet provide adequate protections to at risk populations in the church. Review of your records and any summary information will help us determine what restrictions in regards to your professional expertise is necessary to protect vulnerable populations within the church. We want all people to experience safe faith formation opportunities as well as be a welcoming home for all people. Any information you have regarding your initial assessment, progress, terms of restrictions, recommended periods of monitoring, needed supports and behaviors we should monitor for, would be insightful and welcome information. Together we desire to navigate a path forward demonstrating our belief that all are a loved child of God.

Please Contact me if you have further questions,

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