

THE RAPE CRISIS CENTER

Informed Consent for Services/Policies and Procedures

Welcome to the RCC. This document contains important information about our services and our business policies. Please read it carefully. The RCC's mission is to provide help, hope and healing to those impacted by sexual violence. When you sign this document, it will represent an agreement between you and the RCC. You can ask any questions you may have when you sign it or at any time in the future.

Goal: Our services goal is to provide comprehensive supportive services to survivors of sexual assault (primary survivors) and their family members (secondary survivors) to help them overcome challenges stemming from the trauma of sexual violence. Our services can be offered in individual, family, and/or group settings. The main objectives of our services are to help our clients cope with the immediate crisis, support their healing process, and help them regain a sense of control and hope over their lives.

Staff: Our staff are trained professionals who provide clinical, non-clinical advocacy, and medical services to victims of sexual assault and their families. Our staff is trained to offer client-centered and trauma informed services.

OUR SERVICES:

Counseling: Our counseling services are based on evidence-based and trauma-informed interventions. The RCC counseling program uses a variety of therapeutic approaches, including but not limited to: *Cognitive Behavioral Therapy*, *Solution-Focused Brief Therapy*, *Narrative Therapy*, *Bilateral Stimulation* (EMDR), *Cognitive Processing Therapy* (CPT) and *Play Therapy*. Typically, clients are seen for 8-10 sessions; however, this is determined by the client and counselor. **Treatment plan:** Your counselor will help you identify treatment goals and develop healthy coping skills. You have the right to be informed of the progress toward your goals.

Advocacy: Our advocacy services include informing survivors of their rights and protections, crisis intervention, safety planning, individual intensive and/or general case management services. General case management may include hospital accompaniment for medical/forensic exams, court & law enforcement accompaniment, mental/medical/dental referrals, legal assistance referrals, collaboration with law enforcement, 24/7 hotline support, transportation, shelter/housing & transportation assistance, and community referrals. **Service Plan:** Your advocate will help you identify short to medium term goals based on your needs and resources available. You have the right to be informed of the progress toward your goals.

Monarch Project: The Monarch Project provides specialized, integrated medical services directly addressing the unique needs of survivors of sexual assault through the employment of targeted, evidence-based interventions and individualized plans of care, post-acute sexual assault follow up sexual transmitted infections testing and treatment, pregnancy testing, medical exam, and trauma screening, prescriptions, and wellness visits based on the survivors needs. These services are currently only for 18 years and older.

Intake Appointment: Your first appointment at the center will be to identify how to best meet your needs. Upon arrival, you will be provided with paperwork and then a staff member will ask you for some information about the challenges that brought you in and provide some screening questions to determine the services that may be recommended, including individual, family, or group therapy and/or advocacy services, or medical services. You are free to skip any questions you don't want to answer. We may also provide community resources when appropriate. Services for minors will involve a first intake appointment with parents to go over the paperwork, get proper consent, and determine the treatment needs.

Appointment Cancellation, No Show, and Late Arrival Policies: Appointments usually run for approximately 50 minutes. Your appointments are very important to us. When an appointment is scheduled, that time has been specifically reserved for you and if you forget, cancel, or change your appointment without enough notice, we miss the opportunity to fill that appointment with another person in need of services. We sincerely appreciate your assistance and cooperation with the following policies, as this may allow us to better schedule appointments for all clients.

1. If you need to cancel an appointment, please give us at least 24-hour notice. If you do not provide us with a 24-hour notice, or if you do not show up for a scheduled appointment, please consider that we cannot secure the same availability for subsequent appointments. You may run the risk of having to wait for an opening in your counselor's schedule. To cancel or reschedule your appointment, please call our front desk. We do not take cancellations or rescheduling messages via text or email.
2. If you have 3 No shows or cancellations, you will need to wait 3 months to be able to schedule another appointment

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3. If you arrive 15 minutes or more after your scheduled time, the appointment will be canceled and rescheduled for the next available time.
4. If at any time an appointment must be canceled by the Center due to travel, illness, or emergency, we will reschedule you for the next available appointment.
If you have any questions regarding these policies, please let our staff know and we will be glad to speak with you in more detail.

Fees & Billing: The RCC does not charge for counseling and advocacy services, as they are paid for by state and federal grants. If that were to change, we would notify you in advance so payment arrangements can be made. The Monarch Project clinic will offer some services free of charge and others will be on a sliding fee basis; your provider will notify you ahead of time. Currently, we do not bill insurance. The RCC welcomes all donations and greatly appreciates any contributions.

Confidentiality: Our policies about confidentiality, as well as other information about your privacy rights, are fully described in a separate document titled *Notice of Privacy Practices*. You will be provided with a copy of that document. In summary, the RCC values the confidentiality of our clients and follows the legal and ethical guidelines proposed by both state and federal laws. We do not release any records without your **written** consent. At times we may consult with other professionals within the agency regarding the management of your case to ensure appropriate and quality care. Every effort will be made to protect your privacy.

Limits of Confidentiality: Counselors are legally and ethically obligated to disclose confidential information when the following needs arise:

- 1.) **To protect clients from harm to self or others;**
- 2.) **Disclosure or suspected report of abuse/neglect of children, elders, and adults with disabilities;**
- 3.) **Disclosure of abuse by another mental health provider;**
- 4.) **Subpoenas received by state and/or federal courts of law.**

Confidentiality regarding minors: Because confidentiality is crucial in developing a positive therapeutic relationship, the child's provider will provide general information about the services provided and the minor's progress. Exceptions to this policy are when there is an imminent danger to the child or someone else. Parents are expected to be involved in the process and participate in the treatment planning.

Electronic Communication: Email, text, and other forms of electronic messages provide convenient methods of communication. Please be advised that these methods, in their typical form, are not confidential means of communication. Therefore, The Rape Crisis Center will use email communication and text messaging only with your permission and only for administrative purposes. If you authorize these methods to communicate with The Rape Crisis Center, the Center cannot guarantee secure or error-free communication. You can revoke your authorization in writing at any time.

Professional Relationship: The professional relationship requires high standards of moral, ethical, and appropriate conduct on the part of your provider. Boundaries must be upheld and the relationship is confined to the RCC services. RCC staff cannot be expected to be involved in any social relationship or friendship outside our services. In addition, if you choose to engage in social media with The Rape Crisis Center, RCC staff cannot connect with you on social media. This is to protect the professional relationship and your confidentiality.

Benefits/Risks of our Services: We hope our services are helpful for some in reaching recovery and developing healthy coping skills after a sexual abuse; however, there are some risks involved in receiving services at the RCC. These may include exposure to painful trauma-related memories, emotions, or thoughts while processing them to reduce the social, physical or psychological challenges associated with the trauma. In working to achieve this goal, clients might feel worse for a period of time before beginning to feel better. We encourage you to discuss any challenges or concerns with your provider.

Terminations: Ideally, the termination of services is usually a mutual agreement between you and your provider. Termination usually occurs when the treatment goals have been achieved. However, either one can initiate the termination. There are some instances in which the RCC may be ethically obligated to initiate termination. These include (1) If during the intake appointment or at some point in treatment, it becomes clear that the presenting concerns fall outside the scope and areas of competence of the RCC's services. At these times, we will work actively with you to refer you to other services that would be a better fit for your treatment needs. (2) When our services are not helping you reach your goals (3) If at any time during treatment, you engage in threatening, harassing, abusive or disruptive behavior directed toward another client, employee, or visitor. (4) All cases will be closed automatically if no contact is received from you after 4 weeks without a prior plan or discussion between you and your provider. You can return to services in the future if you decide to continue treatment.

Disputes/Complaint: If you have a complaint or concern, we hope that you would speak to your provider or their supervisor first to try to resolve the concern. If we are unable to resolve the problem, you have the right to file a consumer complaint with the Texas State Board of Examiners on their complaint hotline at (800) 942-5540.

Office Hours: Our office hours are Monday – Thursday, 9:00am - 8:00pm, Friday, 9:00am-5:00pm, and Saturday, 9:00am-1:00pm.

Advocates are available 24 hours a day/7 days a week to provide support through our hotline and to provide hospital accompaniment for forensic exams.

Emergencies & After Hours: Your safety is our priority. Please know that we do not provide emergency services. For emergency situations, you may seek help by calling 911 or going to the nearest hospital emergency room. You may also contact the SAPD Mental Health Crisis Line 24/7 at: 210-223-7233. In case of a crisis, you may also contact our 24-hour Hotline at (210) 349-7273, or the United Way Helpline (210)227-4357.

Records: We are required to keep appropriate records of the services we provide. Records are kept for 7 years after the last date of services. All records are kept confidential and the RCC follows HIPAA procedures and guidelines. Records will not be disclosed without client's authorization unless one of the four exceptions listed above occurs. If you would like a report sent to another provider, we require a signed release of records and we recommend you review and discuss the case notes with your counselor. The RCC reports outcomes to funders; however, all information is de-identified to protect your confidentiality.

Nondiscrimination policy: The Rape Crisis Center welcomes all survivors, regardless of sexual orientation, age, gender, gender identity or expression, race, ethnicity, religion, immigrant status, or ability.

Services to Minors: When making an appointment for a minor, consent for services must be given by the legal parents, managing conservators, guardians, or a person designated by the court to have the authority to consent prior to initiating services with the minor. An initial appointment is scheduled with the parents to obtain the proper consent. It is our policy that ALL legally authorized persons representing the minor will need to sign the consent for services. If the minor is named in a custody agreement, divorce decree or court order, we must obtain and review the most updated copy and keep it in the minor's record. Under the Texas Family Code, a minor can consent for services if one of the following conditions is present: suicide prevention, chemical addiction or dependency, sexual, physical, or emotional abuse, and/or pregnancy, or if a minor is emancipated or active duty with the armed services of the U.S. The child provider will need to inform the minor's parents of the services provided with or without the minor's consent. Services to children are for the purpose of supporting the minor's healing process after sexual abuse and to support the family with immediate crisis. We do not make custody evaluations nor provide expert recommendations regarding possession of or access to child.

Distance Counseling:

As a client receiving distance counseling services, I understand and consent to the following:

- Distance counseling services refer to the delivery of counseling services using interactive technologies (use of audio, video, or other electronic communications) between a clinician and a client who are not in the same physical location.

Privacy and Confidentiality

- Maintaining client confidentiality is extremely important. The counselor will take extraordinary care and consideration to prevent unnecessary disclosure. Although the internet provides the appearance of anonymity and privacy in counseling, privacy is more of an issue online than in person. The client is responsible for understanding the potential risks of confidentiality being breached through unencrypted email, lack of password protection or leaving information on a public access computer in a library or internet café. To better ensure privacy, we recommend that you utilize a private space. Recording the session without consent of both the client and the clinician is strictly prohibited. For phone sessions, please be aware that we cannot guarantee confidentiality as phone lines could be unsecured.

- In addition, the clients understand that distance counseling services may not yield the same results nor be as effective as face-to-face service. The clients understand that if their clinicians believe the clients would be better served by another form of psychotherapeutic service (e.g. in-person), the clients will be referred to a counselor in their area who can provide such service.
- The interactive technologies used in distance counseling incorporate network and software security protocols to protect the confidentiality of client information transmitted via electronic channel. These protocols include measures to safeguard the data and to aid in protecting against intentional or unintentional corruption.

Benefits & Limitations:

- This service is provided by technology (including but not limited to video, phone, text, apps and email) and may not involve direct face to face communication. There are potential benefits and limitations to these services (e.g. limits to patient confidentiality).

Technology Requirements:

- Clients will need access to, and familiarity with, the appropriate technology in order to participate in the service provided. The clinician will assist the client in this process. For video-conferencing, clients will need to use a webcam or smartphone during the session.

Laws & Standards:

- The laws and professional standards that apply to in-person behavioral services also apply to telehealth services.

Consent for Services for Minors

By signing below, you acknowledge that:

1. You have read and understand all of the above and agree to The Rape Crisis Center counseling policies.
2. All questions about this consent have been answered.
3. You have received a copy of this consent.

Printed Name of Minor receiving services

Date

Printed Name of Legal Authorized Person

Signature of Legal Authorized Person

Date

Printed Name of Legal Authorized Person

Signature of Legal Authorized Person

Date

Printed Name of Counselor

Signature of Counselor

Date

Consent for Services for Adults

By signing below, you acknowledge that:

4. You have read and understand all of the above and agree to The Rape Crisis Center counseling policies.
5. All questions about this consent have been answered.
6. You have received a copy of this consent.

Printed Name of Client

Signature of Client

Date

Printed Name of Counselor

Signature of Counselor

Date

Authorization for Electronic Communication

I understand that electronic communication (emails) and cellular phones do not guarantee private or secure communication. I authorize The Rape Crisis Center to send me email and/or text messages to remind me of my appointments.

Printed Name of Client or Legal Authorized Person

Signature of Client or Legal Authorized Person

Date

Email address and/or text messaging number to which The Rape Crisis Center can send YOU information (please print)

Acknowledgment of Receipt of HIPAA Notice of Privacy Practices

I hereby acknowledge that I have received and have been given an opportunity to read a copy of The Rape Crisis Center Notice of Privacy Practices. I understand that if I have any questions regarding the Notice or my privacy rights, I can contact The Rape Crisis Center Privacy Officer.

Printed Name of Client or Legal Authorized Person

Signature of Client or Legal Authorized Person

Date

Acknowledgment of Receipt of Information on Crime Victim's Rights in Texas and VINE Program

I hereby acknowledge that I have received a copy of the crime victim's rights in the State of Texas and the Texas Victim Information and Notification Everyday VINE program by the office of the Attorney General by The Rape Crisis Center

Printed Name of Client or Legal Authorized Person

Signature of Client or Legal Authorized Person

Date

Has the information increased your knowledge of rights crime victims have in the State of Texas?

Yes () No()