

The Survivors AccessAbility Partnership

SAN DIEGO
2018

Collaboration Charter



This project was supported by Grant No. 2017-FW-AX-K005 award by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women.

Table of Contents

Introduction	3
Collaborative members and their organizations.....	4
Vision	7
Mission	7
Values	9
Commitments and Contributions	13
The Survivors AccessAbility Partnership Collaboration.....	13
Collaborative partner individual role and commitment.....	15
Center for Community Solutions (CCS).....	15
San Diego Regional Center (SDRC).....	16
Deaf Community Services (DCS).....	16
Decision Making	18
The Partnership decisions pertaining to the collaborative framework and activities.....	18
The Partnership agreed decisions with regard to project administration and financial management.....	19
Lead agency authority (CCS).....	19
The project manager authority.....	19
The Partnership decision within the individual member organization.....	20
Mechanism of decision making.....	20
Conflict Resolution	21
Confidentiality Agreement and Mandatory Reporting	24
Communications Plan	30
Internal Communication.....	30
External Communication.....	32
Work Plan	34
Glossary of terms & definitions	35
Appendix I: The Partnership Collaboration Contact.....	44
Appendix II: Charter’s Authors.....	45
Appendix III: SDRC and DCS detailed confidentiality and mandatory reporting.....	50

Acronyms:

ASL	American Sign Language
AT	Assistive Technology
CCS	Center for Community Solutions
D/HH	Deaf/Heard of Hearing/Late Deafened/Deaf Blind
DCS	Deaf Community Services
DV	Domestic Violence
GBV	Gender-Based Violence
IDD	Intellectual and Developmental Disability
IPV	Intimate Partner Violence
OVW	Office on Violence Against Women
SA	Sexual Assault
SV	Sexual Violence
SDRC	San Diego Regional Center
Vera	Vera Institute of Justice

Introduction

This charter was founded to guide the coordination mechanism amongst three service organizations in San Diego, Center for Community Solutions, San Diego Regional Center and Deaf Community Services, that share the same values and vision to enhance services through inclusiveness and complementation of roles. This collaboration's project, therefore, will have a special focus on survivors of intimate partner violence (IPV), sexual assault (SA), dating violence, and stalking of people with intellectual and developmental disabilities (IDD) or persons who are Deaf/Hard of Hearing, Late Deafened, and DeafBlind (D/HH).

In San Diego, 9.7% of the population are persons living with disability¹. According to the Disability Rights of California, a partner of San Diego Regional Center, 50% of persons with intellectual and developmental disabilities are survivors of IPV and SA at some point in their lives. Therefore, and with the support of the OVW grant program, the three organizations partnered in order to enhance their agencies' existing policies, organizational culture and practices to better address the intersection of disability and violence.

Throughout the integration of best practices and knowledge into the core of each partner organization and system, the three organizations anticipate enhancing the organizational capacities to support survivors of SA and IPV living with IDD or persons whom are D/HH.

The ultimate aim is to increase the service provision as well as accessibility to the targeted population in a trauma-informed and culturally-responsive service mechanism that ensures equality and equity to all.

The Survivors AccessAbility Partnership - hereinafter referred to The Partnership - is comprised of representatives from:

- **Center for Community Solutions (CCS)** - a nonprofit nongovernmental organization supporting survivors of sexual assault, intimate partner violence, dating violence, and/or stalking –as the lead agency.

¹ San Diego County, population percent estimates 2017

- **San Diego Regional Center (SDRC)** - a nonprofit nongovernmental organization serving individuals with intellectual and development disabilities- in-kind participation.
- **Deaf Community Services (DCS)**- a nonprofit nongovernmental organization serving individuals who are Deaf, deaf, Hard of Hearing, Late Deafened, or DeafBlind.

The collaboration was built amongst the three agencies due to their expertise in the respective fields, in addition to their commitment in addressing the required needs throughout a coordination process to improve the service provision for the targeted population.

Collaborative members and their organizations



Since its establishment in 1969, the Center for Community Solutions (CCS) has been marked by innovation, foresight, and dedication.

CCS is well known in San Diego by its high-quality services and prolonged commitment to produce community solutions to survivors of violence and abuse, improving the lives of survivors and changing the social conditions that breed and tolerate their existence. In 2017, CCS served more than 21,000 adults and children to heal and prevent intimate partner and sexual violence.

CCS operates the only rape crisis center in the city of San Diego along with a countywide 24-hour bilingual crisis helpline. The nonprofit agency also provides emergency domestic violence shelters, hospital and court accompaniment, as well as legal and counseling services for those affected by intimate partner violence, sexual assault and stalking.

CCS also works with local community groups and schools to provide innovative prevention programs to promote healthy relationships and peaceful communities. In this collaboration, CCS anticipates enhancing its services to reach to the underserved survivors of Deaf, deaf, Hard of Hearing, Late Deafened, or DeafBlind and those who living with intellectual and development disabilities.



Since 1969, the San Diego Regional Center was the third Regional Center established in California to assist persons with intellectual disabilities and their families in locating and developing services and programs within their communities.

SDRC serves people living within the geographic boundaries of San Diego and Imperial counties.

The organization now is one of 21 Regional Centers for persons with developmental disabilities in the State of California and is known as a nongovernmental non-profit organization dedicated to serving and empowering persons with developmental disabilities and their families to achieve their goals with community partners in San Diego and Imperial Counties.

Serving over 28,000 clients per year, SDRC is a focal point in the community for information and services for persons with developmental disabilities, including intellectual disabilities, cerebral palsy, epilepsy, autism, or other conditions requiring the same type and support as someone with an intellectual disability. The primary goal of SDRC is to provide support services that allow the client to live as independently as possible.

During the development of the Individual Program Plan or Individual Family Service Plan, the planning team reviews all available community supports and may purchase services necessary but not available through other organizations, such as 0-3 years programs, including infant programs and services, respite services, behavioral support services, community mobility training, transportation services when needed, supported employment services, tailored day services, day program services, residential living supports, independent living services, supported living services, counseling and support services, education, training and community outreach services, and other services as needed related to the person's intellectual or developmental disability.

In this collaboration, SDRC seeks to expand its services to include increased awareness of intimate partner violence and sexual assault, and enhanced mechanisms to respond to the needs of its clients who are survivors/victims of domestic violence and sexual assault.

Deaf Community Services (DCS) is the only nonprofit organization in San Diego County specifically dedicated to serving the Deaf Community, serving over 5,000 individuals per year. DCS' mission is to advocate, educate and serve as partners within our community to achieve full access and inclusion of, by, and for Deaf, Hard of Hearing, DeafBlind and Late Deafened people.

Since 1984, DCS has strived to remove the communication barriers DHH people face in their daily lives. DCS provides a variety of services that are culturally and



linguistically matched to the individual's needs. Services

offered include employment, literacy, behavioral health,

counseling, drug and alcohol recovery, interpreting, advocacy,

information and referral, community education and youth and family programs.

Collaborations and partnerships are an integral part of service provision for DCS.

Currently, DCS has partnerships with California State University at Northridge,

to provide family ASL classes; Big Brothers and Big Sisters of San Diego for a

youth mentor program; and Rescue Agency to provide an after school program to

DHH youth, and has numerous other collaborations including Center for

Community Solutions in an effort to provide inclusive and meaningful services.

DCS' three year strategic plan includes developing services for deaf seniors, increasing advocacy services, maximizing messaging and outreach services and continuing to make DCS more Deaf-centric.

Through this collaboration, DCS anticipates developing specific policies to better serve IPV and SA survivors in the Deaf Community within San Diego County.

Vision

The Survivors AccessAbility Partnership envisions that every person in our community is educated and empowered to determine their paths in life without barriers or restrictions. We envision a service delivery system that is responsive to different needs and is fully accessible to all survivors equally.

Our vision conceives an informed and supportive community where every survivor is able to express their own choices freely and confidently. The partnership envisions a continuous collaboration that drives parallel improvement in both safety and accessibility. It ensures a healthier and inclusive environment where the survivor is the decision maker and has complete access to every service that supports their choices.

We envision this partnership as the cornerstone that will generate sustainable services to all survivors who are Deaf and/or living with IDD in San Diego County. This partnership's model will embrace holistic change in the organizational culture of the partner agencies toward a society that values social justice and equality, and is free of gender based violence.

Mission

Our mission is to create a holistic change within the partnership's culture to embrace and develop a responsive implementation plan that is capable to respond to all survivors regardless of any society/community barriers. Our aim is to create a collaborative service delivery system that can produce a positive and progressive impact in the lives of all survivors who are Deaf, deaf, Hard of Hearing, Late Deafened and DeafBlind (D/HH) and/or living with intellectual and developmental disability (IDD) in San Diego County. This is achieved through the following:

- Expand cross-organizational communication and openness toward embracing further responsive practices and knowledge sharing.

- Increase the cultural humility and awareness of the collaboration staff members to support smooth and accessible services to all survivors, including those who are D/HH and/or living with IDD.
- Review our organizational procedures and policies to increase survivor-centered services, which are based on an empowerment model that is trauma-informed as well as linguistically and culturally responsive.
- Identify gaps in services for survivors who are D/HH and/or living with IDD.
- Increase the technology capacity to include supportive and fully accessible delivery systems.
- Promote strategic communication and education of topics related to IPV, SA, stalking, cultures and cultural identities, IDD, and D/HH services.
- Provide the required collaborative strategic support to promote system change within the member organizations when required.

Values

Every footprint counts~ starting from this statement, The Survivors AccessAbility Partnership (The Partnership) formed its shared values and assumptions. The Partnership envisions that their shared values will inform the way forward towards ending any form of gender-based violence (GBV) against survivors who are D/HH and/or living with IDD. The Partnership nurtures these values and will work closely with its local partners toward cultivating them in the community. These values and assumptions reflect the partnership vision toward a society that values social justice and equality and is free of GBV. The following values and assumptions are in alphabetical order; however, none are deemed more important than another:

Accountability

We value that every organization member in this collaboration is accountable for its actions as an organization and as a group of partners. We agree that transparency, honesty and responsibility are of paramount factors within our accountability structure. We agree that, in the course of any decision, problem or harm done, the intention is to take responsibility, correct the action, and form the lessons learned to avoid similar decisions in the future.

Choice

We value that all survivors have the right to make informed choices that will best serve/ meet their needs and safety. These choices should be respected by all individuals advocating on their behalf.

Accessibility

The Partnership commits to strengthen the service provision to all survivors equally. We are committed through this collaboration to ensure that our collective services are made available in a culturally and linguistically responsive manner to all survivors who are D/HH and/or living with IDD.

Culturally humble

The Partnership values diversity and strives to ensure that every service available is culturally humble and responsive to the actual need(s) of each survivor.

Dignity and respect

The Partnership values the dignity of all people and recognizes each individual as a unique person. We believe that every human being's dignity is above any system, policy or procedure, and that everyone should be treated with respect, worth and honor.

Empowerment

The Partnership values resiliency and embraces innovative mechanisms to increase the degree of survivors' autonomy and self-determination. The partnership commits to support all survivors equally to overcome any barrier, represent their ideas, and live their choices and interests confidently.

Equality and Equity

We value that every person has the right to access each and every opportunity and service equally. We believe that social justice is a practice led by the community towards the community. We are committed to ensure that our organizational structure is responsive to all survivors who are D/HH and/or living with IDD and that every survivor should not face any physical or communication barrier when seeking services.

Free of Judgment

The Partnership values every survivor's story and is committed to transforming any societal or institutional stereotypes, stigma and negative practices that may contribute to any form of oppression or discrimination against any survivor.

Inclusion

The Partnership believes that through the inclusion of the survivor's voice and choice, responsive and quality services are ensured to all survivors equally.

Informed decision

The Partnership will work on its full capacities to ensure informed decisions are supported within the process. The Partnership values that each survivor shall be supported to understand and get to know their choices and the potential impacts of each choice as part of their decision-making process.

Person-First Language

The Partnership affirms that using person-first language is a manner of human rights that emphasizes respect, dignity and worth. People or persons first language is a speaking method that puts the person or people first, not their disability, barrier or circumstance. We believe that every human being has the right to be recognized by their being not their life experience. Therefore, using language that is appropriate and respectful to all survivors is one of the ethical codes that our collaboration emphasizes and agrees upon.

Trust

The Partnership values that trust is a fundamental factor for any initiative or person's progress, development and success. We recognize that we are an interdependent group of different backgrounds and cultures that come to work together in complementation and full faith of one another. We will hold dearly our common values and will do our part to work together in an honest and authentic manner to make decisions for the good of our collaboration and survivors.

Assumptions

1. We acknowledge that GBV is never the fault of the survivor/ victim and is a pervasive issue against human rights. It requires further attention and support of the community, government, and local agencies to eliminate it and bring it to an end.
2. We acknowledge that in some cultures, social norms are significant contributors to different forms of GBV. They may also create different or complex layers of stigma that increase the burden on survivors to receive and/ or seek for services.
3. We acknowledge that survivors who are D/HH and/or living with IDD might be more exposed to the power and control dynamics of an abusive relationship. People who cause harm to survivors may use different tactics to pressure the victim/ survivors and this may jeopardize their independence and safety.
4. We acknowledge that the lack of the essential communication and culturally humble methods, such as qualified interpreters, communication tools, assistive technologies, and the basic understanding of different survivors' cultures, may lead to misinterpretation and affect the quality of the service, thereby making the programs inaccessible to all survivors equally.
5. We acknowledge that within some of spoken languages as well as American Sign Language (ASL), the interpretation of different terms related to violence may not be specific and continue to evolve. Therefore, we will continue to work to minimize the barriers surrounding effective communication and ensure inclusive and smooth access to services.
6. As San Diego is the second largest resettlement city in the United States, we acknowledge that survivors who are D/HH and/or living with IDD in the refugee and newcomers communities are often the least likely amongst others to receive services. This is due to linguistic as well as cultural barriers.

Commitments and Contributions

The Survivors AccessAbility Partnership Collaboration

Each organization of this collaborative brings beside the prolonged knowledge and expertise, its passion and resources to support a smooth implementation. The Partnership's shared history and commitment in each respective field, in addition to its recent collaborative approach, will greatly influence the project across San Diego.

Each agency in The Partnership has identified at least one person within their organization to serve on the Leadership Committee for the project. Each member of the Leadership Committee is authorized to represent their organization in joint collaborative decision-making. Each organization will be responsible for ensuring that the person granted authority to represent their organization is kept informed regarding the operation of the collaboration and the identification of issues for joint discussion. Each participating organization will make all parties in the collaboration aware of any limits in the authority of their representative to bind their organization to collaborative decisions and will establish a clear process for their representative to use and become fully capable of committing the organization.

The Partnership agreed upon an effective structure for operational management of collaborative activities and efforts. Each member of The Partnership will keep their organization informed of collaborative progress and actively seek feedback regarding the collaboration from within their organization.

The Partnership commitment includes:

1. The Partnership members agree to meet on a bimonthly basis for three hours each meeting to discuss the progress of the collaborative effort and regularly share feedback from their respective organizations in order to ensure clear communication, issue identification, and problem resolution.

2. The Partnership members agree that other senior staff and organizational decision makers shall be involved and informed during the lifetime of the project. Additionally, other senior staff will attend Partnership meetings as needed to support the process of organizational and systems change to improve better responsive and equitable services to survivors who are D/HH and/or living with IDD.
3. The Partnership members agree to comply with the OVW/Vera reporting requirements, including the financial reporting and the performance indicators. This also includes providing the most updated information, policies, protocols and best practices with the project manager to ensure accurate reporting and project monitoring.
4. The collaborative partners will evaluate and/or amend their internal policies and organizational strategies to reflect the progressive change in the organizational culture as determined necessary by the needs assessment, strategic plan, or project activities.
5. The Partnership will participate, through its project manager/ coordinator and at least one representative of each agency, in all technical assistance events supported by OVW and related to the disability grant. This may include, but not limited to, regular contact with OVW's identified technical assistance, site visits, video conferences and webinars, tele-conferences, and other activities required by OVW.
6. The Partnership is committed to provide the required collaborative strategic support to promote systems change within the member organizations when required.
7. The Partnership agrees to coordinate efforts to support sustainable change within each member agency.

Collaborative partner individual role and commitment

Center for Community Solutions (CCS)

Throughout The Partnership collaboration, CCS, as the lead agency of this initiative, shall be committed to the following:

- **Project administration** and financial management. CCS will act as the lead and fiscal agent for this grant and shall be responsible for the project's activities and tracking the objectives and outcomes outlined after the needs assessment. This is in addition to its responsibility of financial, performance, and any other reporting requested by OVW.
- **Responsible for the human resources support associated with the Partnership project manager and related administration.**
- **Is committed to attend** all OVW/ Vera webinars, trainings, conferences, site visits and any required activity as advised by OVW.
- **Provide the required IPV and SA expertise and consultation** should there be any policy revision or amendment required by a partner organization.
- **CCS is open to increase the collaboration's cross-system educational methods** on topics relevant to survivors of sexual assault, intimate partner violence, dating violence, and stalking (i.e., Sexual Assault Overview, Intimate Partner Violence Dynamics, Neurobiology of Trauma, Trauma-Informed Care, and Community Resiliency Model.
- **CCS is committed to align with any policy change** that might be required during the scope of this project to ensure accessibility compliance to all survivors with intellectual or developmental disabilities and/or who are Deaf, deaf, Hard of Hearing, Late Deafened, or DeafBlind during and post implementation phase.

San Diego Regional Center (SDRC)

SDRC is deeply committed to improving existing supports to the individuals they serve by using the Disabilities Grant Program's collaborative efforts and cross systems' identification of services gaps in order to promote greater understanding and enhancement of survivors' self-advocacy. SDRC shall be responsible in providing and committing the followings services during the course of this project:

- **SDRC is committed to provide its technical expertise** when required by The Partnership collaboration member organizations.
- **Is committed to attend** all OVW/ Vera webinars, trainings, conferences, site visits and any required activity as advised by OVW.
- **SDRC is committed to open dialogue around their expertise** with both CCS and DCS on topics particularly relevant to serving individuals with developmental disabilities (i.e., myths vs. facts about individuals with developmental disabilities, people first language, accommodations, and criminal justice response to victims with disabilities).
- **SDRC is deeply committed to improve existing** services and identify gaps to promote greater understanding and enhancement of survivors' self-advocacy.
- **Improve existing policies** and strategies to comply with IPV and SA survivors' requirements of support, empowerment, resource sharing and referrals.

Deaf Community Services (DCS)

DCS serves over 5,000 clients each year, with staff working with clients one-on-one to overcome communication barriers, improve functioning and life skills, and educate the public. DCS commit to provide the followings:

1. **DCS is deeply committed to improve existing** services and identify gaps to promote greater understanding and enhancement of survivors' self-advocacy.
2. **Improve policies to respond to sexual assault**, intimate partner violence, dating violence, and stalking victim services for people who are D/HH or living with IDD.
3. **Is committed to attend** all OVW/ Vera webinars, trainings, conferences, site visits and any required activity as advised by OVW.
4. **Review accessibility of programs**, with an aim of improving each program's core competencies to better meet the needs of clients with IDD from the D/HH community.
5. **Is committed to open dialogue on disability and Deaf Culture with the Partnership member organizations** to help their staff and volunteers better assess clients' language needs, bring in appropriate interpreters in a culturally appropriate manner, and provide information in the most empowering ways possible.
6. **Provide technical expertise** to The Partnership collaboration member organizations whenever required.

Decision Making

The Partnership values the knowledge and opinions of all member organizations. It has agreed that significant decisions regarding the collaboration will require agreement by all three collaborative partners. The Partnership recognizes and acknowledges the fact that each decision and process will vary depending on the nature of the discussed matter. Therefore, The Partnership has agreed on three types of relevant decisions pertaining to the collaborative functions:

- The Partnership decisions pertaining to the collaborative framework and activities
- The Partnership decisions with regard to project administration and financial management
- The Partnership decisions within the individual member organization

The Partnership decisions pertaining to the collaborative framework and activities

The collaboration will collectively (three organizations involved) have the authority to make decisions pertaining to the project deliverables and collaborative ability on meeting timelines and the mobilization of best practices. This will include but not limited to:

- Development of the mission, vision and assumptions.
- Development of the relevant activities involved in the implementation phase.
- Development of needs assessment tools and best practices.
- Approval of meeting agendas/ minutes.
- Approval on individual membership of the collaboration.
- Approval on the mechanism of collaboration framework - how to work together to develop the collaboration, charter, reports, strategies and other required documentation.
- Approval of all deliverables and products sent to OVW or its assigned technical assistance agency.

The Partnership agreed decisions with regard to project administration and financial management

Lead agency authority (CCS)

- Responsible for the collaboration's budget and spending. CCS is committed to provide transparent and timely budget reporting (spending/ balance) to collaborative members when required. The lead agency shall be responsible to make budgetary decisions and ensure timely reporting to OVW on the collaborative's performance and budget.
- Responsible for project manager hiring and HR administration processing.
- Supervise the project manager during the lifetime of the project; however, individual collaboration team members can provide input to the direct supervisor on the project manager performance and raise concerns for discussion and further action.
- Terminate the project manager with appropriate notification to the collaboration members.
- Terminate MOU partnerships in consultation with collaboration team members and OVW.

The project manager authority

- Maintain regular coordination and communication with OVW technical assistance agency.
- Act as a liaison between the collaboration and the OVW technical support in terms of seeking assistance with the deliverable development or implementation, raising concerns, sharing best practices, seeking guidance and other technical support required by the collaboration or any member organization involved.
- Responsible for collaboration logistics support, which will include, but not limited to: coordinate to ensure meeting locations, agenda and further required correspondences support the collaboration activities.
- Facilitate meetings when required by the collaboration.

- Draft, write and submit all relevant OVW required documentation and reports.
- Represent the collaboration in any communication with OVW and its technical assistance agency, as well as other events as required by the collaboration or OVW.

The Partnership decision within the individual member organization

Each member agency has the authority to:

- Participate in the interviewing and hiring process of the project manager.
- Nominate their organization's representative to The Partnership.
- Approve all final products/ documentation before submission to OVW.
- Internally amend, approve or disapprove changes pertaining to The Partnership suggestions on policy change and amendments.
- Internally approve budgetary issues within their individual agency.
- Approve and sign Memorandum of Understanding (MOU) with The Partnership consultation and approval of the lead agency.

Mechanism of decision making

The Partnership agreed that all critical issues related to the collaboration shall be agreed upon in a consensus model of decision making. Consensus decision making is a group decision making process that ensures equal opportunity to all members involved to decide and express their opinions. In the consensus process, group members develop and agree to support a decision that is in the best interest of the whole. Consensus may be defined professionally as an acceptable resolution, one that can be supported, even if not the "favorite" of each individual.

The Partnership believes that the consensus mechanism builds trust and commitment amongst all members involved. The Partnership has agreed to ensure an equal participation of each agency involved with an equal number of voters to ensure transparency and non-biased decisions. Consensus decisions will be

referred to by the agreement of all members involved and shall be performed in accordance to the following classification:

- 1= Full support
- 2= Moderate support
- 3= Disagree but open for further discussion
- 4= Disagree

Rule: Each collaboration member organization will have the equal number of poll in comparison to other partner organization to ensure transparency. Consensus is therefore referred to when a rating of 3 or greater when polled. If for any reason the poll rating is less than three, The Partnership has agreed to move on with the decision making through an open discussion of the available member organizations, and with the condition of the pre-permission of the absent organization representatives. Therefore, the project manager is the responsible party to coordinate the process, ensure lead agency involvement, and provide explanation and debrief to an absent agency after any meeting.

Conflict Resolution

The collaboration agrees that conflict is normal in any partnership, as no partner is expected to agree on everything at all times. The Partnership defines conflict as a healthy manner to evoke new approaches and solutions. However, The Partnership believes that when a conflict is mismanaged, the partnership may be negatively affected of the whole process. Meanwhile, when a conflict is handled in a respectful and positive way, it may generate opportunities of growth and strengthen the bond of the collaboration.

Examples of conflicts that The Partnership collaboration may encounter are:

- Personality conflicts among the collaboration team members.

- Collaboration team member(s) not completing the tasks agreed upon by the collaborative.
- Collaboration team member(s) consistently missing meetings.
- Philosophical or values-based conflict.
- Collaboration team member conflict within their own organization in a decision that may affect the collaboration work/ process.

Agreed framework for Addressing Conflicts

In personal conflicts, a lack of understanding can result in distance, arguments and even further conflicts, while in organizational partnership, conflict, an organizational strategy or approach, different vision or mandate might be the reason behind the objection. The Partnership, therefore, has agreed on the following mechanisms to resolve any conflict or dispute within the course of the project:

- All collaboration members commit to refer to the charter conflict resolution framework.
- Collaboration members will resolve any conflict in a respectful and understanding manner.
- Conflicts shall be resolved using discussion and open communication that features inclusive, person-first language, ensuring respect for each other.
- Collaboration members shall be willing to work together to resolve issues.
- Collaboration members will listen to each other and keep the collaboration's vision central.
- Collaboration members will be open to each person's perspective and allow ample time for each person to get their point across.
- Collaboration members recognize that it is ok to disagree and that agreement is not required in order to reach a resolution. If the collaboration is not able to come to an agreement on an issue, they will work to find common ground to help move the group towards resolution.
- In case of a conflict with a particular Partnership member, the reason for the conflict has to be discussed and addressed directly with that member.

- Collaboration members agreed to avoid discussion of the conflict outside the collaboration. Such conversation may lead to misunderstanding of the issues and exacerbate the conflict.

Other steps to consider:

- If a Collaboration member discusses the conflict with another member outside the Collaboration without approaching the exact individual, it is the responsibility of the Project Manager to maintain the integrity of the Conflict Resolution process and redirect that member back to the appropriate place to discuss the conflict.
- If the conflict between individual collaboration team members cannot be resolved, the project manager will be added to the conversation for additional input and/or mediation. If the conflicts involve the project manager, CCS program director and/ or OVW technical assistance (Vera) will be sought out for input or mediation.
- If the conflict cannot be resolved for any reason, it is the responsibility of the project manager to seek support from the OVW technical assistance provider, Vera.
- If the conflict cannot be resolved by Vera, OVW will be engaged in the conversation.

Confidentiality Agreement and Mandatory Reporting

Confidentiality

The Partnership collaboration values the confidentiality of each and every survivor/ victim. We agree that protecting the confidentiality of our survivors is essential for their safety, dignity and trust. We also agree that confidentiality of the partner agencies and the Partnership Collaboration team members is critical to promoting the systems change process. However, during the course of the project, there may be limitations to confidentiality due to State laws regarding mandatory reporting.

The Partnership understands that member organizations may periodically share information pertaining to experiences with individuals who are D/HH and/or living with IDD who have been subject to IPV, SA or stalking. However, the information shall be shared only when the survivors has signed a consent to release such information and will be very limited to the minimum necessary to achieve the purpose for which it is shared.

The Partnership values that the collaboration role is not to find fault with procedures and policies in our community, nor to mandate compliance with the collaboration's confidentiality and mandatory reporting. Instead, it seeks to create sustainable change within these organizations for a better service provision.

The partnership agrees to make every effort to maintain the confidentiality of survivors at all times. It also understands that mandatory reporting may affect the survivor/ service provider trust-building and create further fear or barriers to seeking help or support.

Center for Community Solutions

CCS's confidentiality guidelines state that the identity of all clients and any information about their situations is to be kept confidential indefinitely with very few exceptions, which are outlined below. This policy applies to all licensed and unlicensed paid employees regardless of position, all student interns/trainees, and all volunteers. Information about CCS clients can only be released in response to a survivor's consent to release their information via written release of

information, a subpoena issued and signed by a judge, or when imminent harm to self or others as required by law:

- When abuse or maltreatment of a child is suspected or known; as required by law.
- When abuse or maltreatment of an individual who is elderly or disabled is suspected or known; as required by law.
- When clients are a danger to self as result of mental disorder (W&I Section 5150).
- When clients are a danger to others as a result of a mental disorder (W&I Section 5150).
- When clients are gravely disabled as result of a mental disorder (W&I Section 5150).
- When Duty to Warn for harm to others exists as required by law.
- When clients request that information be shared, after they have signed a Release of Information form specifying what information is to be released, to whom the information is being released, and the date on which the release expires.

San Diego Regional Center

Although SDRC is a nonprofit organization, it is a State contracted agency and fully complies with the California State laws and procedures²: The Department of Developmental Services in SDRC is committed to maintaining the privacy and confidentiality of those consumers served in a manner consistent with current laws. As a result the DDS may not be able to provide information requested where consumer confidentiality is at risk. The following links below provide additional information related to confidential information:

The short version of the consumer privacy law that SDRC follows is available at <https://www.dds.ca.gov/Privacy/ConsumerPrivacy.cfm>.

In addition to that:

- The California Constitution, Article I, Section 1

² Please refer to appendix III for more information on San Diego Regional Center (SDRC) confidentiality and mandated reporting procedures.

- California Information Practices Act, Civil Code, Section 1798, et seq.)
- Lanterman Developmental Disabilities Services Act, Welfare and Institution Code, Section 4514
- U.S. Department of Health and Human Services, Health Insurance Portability and Accountability Act
- DS 5856A - Notice of Privacy Practices: English | Spanish

Deaf Community Services

DCS is also committed to maintaining the privacy and confidentiality of consumers served in a manner consistent with current laws. As a result, DCS staff may not be able to provide information requested where client confidentiality is at risk. The following links provide additional information related to information, which is considered confidential and protected by the rights of privileged communication as per the State of California and the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

It is imperative that all DCS staff remain in compliance with the state and federal laws on this topic.³

- Child Abuse Reporting: Sections: 11165.9, 11167.5 of CA Penal Code
- Electronic Transfer of Information/ Transportation of Client Files: Title 42, Code of Federal Regulations, Federal Privacy Regulations, 45 C.F.R. Subtitle A, Subchapter C, Parts 160 and 164
- Dependent Adult/Elder Abuse : Welfare and Institutions Code 15610.23, 15610.27, 15630, Section 1010 of Evidence Code
- General Confidentiality/Informed Consent: U.S. Department of Health and Human Services, [Health Insurance Portability and Accountability Act](#)
- Maintenance of Records: Title 42, Code of Federal Regulations, Federal Privacy Regulations, 45 C.F.R. Subtitle A. Subchapter C, Parts 160 and 164; C.C.R.Title 15, Sec. 1205; WIC 5328, Title 22, section 88069.7

³ Please refer to appendix III for more information on DCS’s confidentiality and mandated reporting procedures.

Mandatory Reporting

Under California Penal Code Section 11165.7, there is a list of persons whose profession qualifies them as “mandated reporters” for clients suspected of harming self or others, child abuse or neglect. The list is extensive and continues to grow. It includes all school/district employees, administrators, and athletic coaches. All persons hired into positions included on the list of mandated reporters are required, upon employment, to be provided with a statement, informing them that they are a mandated reporter and their obligations to report suspected cases of abuse and neglect.

All licensed healthcare professionals, including but not limited to: Physicians, nurses, mental health professionals, EMTs, paramedics, medical examiners, all employees in a long-term health facility, social workers, marriage and therapy counselors, child care custodians, elder or dependent adult custodians⁴, teachers, clergy, employee of a protective service or law enforcement agency, commercial film & photographic print processors. The law reminds all employees and contracted providers that California law requires mandatory reporting of known or suspected:

- Child abuse and neglect
- Elder and dependent adult abuse
- Domestic violence

Nonetheless, the Partnership agrees that each partner agency may be required to meet further internal policies and mandatory codes set forth by their member organization’s pertaining to California evidence code, confidentiality and mandatory reporting. Within the collaboration, different sets of services each organization member provides may completely differ from its peer agency

⁴Under the welfare and institutions Code – WIC article.2 definitions [15610 - 15610.70] 15610.23.

(a) “Dependent adult” means any person between the ages of 18 and 64 years who resides in this state and who has physical or mental limitations that restrict his or her ability to carry out normal activities or to protect his or her rights, including, but not limited to, persons who have physical or developmental disabilities, or whose physical or mental abilities have diminished because of age.

(b) “Dependent adult” includes any person between the ages of 18 and 64 years who is admitted as an inpatient to a 24-hour health facility, as defined in Sections 1250, 1250.2, and 1250.3 of the Health and Safety Code.

partner, hence the mandatory reporting shall vary according to different staff roles.

Collaboration member agencies' staff at SDRC and DCS are mandatory reporters. CCS, however, meets the two organizations procedure in terms of complying with the California Penal Code Section 11165.7 with all of its staff therapists.

In consideration of California Evidence Code Sections 1035-1036.2 and 1037.1-1037.2, which define the terms "Domestic Violence Counselor" and "Sexual Assault Counselor" and their roles of data protection under which the communication between victim counselors and clients are confidential, CCS has different mandatory reporting considerations.

All CCS staff, with an exception to its therapists, are not mandatory reporters, except in cases such as of serious child harm or neglect, suicide, homicide or self-harm, as outlined in California statute.

The Partnership values that each agency will meet its internal confidentiality procedure and that every staff and client is aware of the variation amongst the collaboration member agency on that particular topic. The Partnership, therefore, would like to further explain the DV/SA member organization procedure on confidentiality and mandatory reporting to ensure transparency and understanding of collaboration's roles complementation.

It is worth mentioning that all CCS staff, volunteers, and Board members are bound by an ethical and legal duty to protect the confidentiality of its clients to the fullest extent possible. To protect client confidentiality, all CCS staff, both paid and volunteer, must agree to protect all information related to clients, including who is receiving (or has ever received) services, what services they received, and any details about their situations, including their whereabouts.

CCS believes that confidential services:

- Promote client confidence, security, and trust. The knowledge that information will be fiercely protected helps many individuals come forward despite feeling confused, ashamed, or scared.
- Help ensure that clients maintain control over managing their physical and emotional safety.

- Foster client empowerment. Domestic and sexual violence are forms of oppression that attempt to rob individuals of their self-dignity and self-determination. Confidential services help put survivors in control of all aspects of their personal information—what they choose to share, when they choose to share it, and with whom.
- Support client healing. The safety bubble of confidential relationships creates a platform for sharing sensitive information necessary for processing, problem-solving, strategizing, and healing that, without confidence in confidentiality, might never be disclosed.

To solve the variation of the mandatory reporting procedure amongst the member organizations, the Partnership agreed that prior of discussing domestic violence with any individual, the collaboration partners will inform the survivor⁵ of any mandatory reporting requirements and potential implications. This communication will be done in the survivors' own language with the support of the proper tools and mechanisms in order to facilitate optimum communication. Proper communication will assist the survivor to understand their rights as well as the law to decide whether they are comfortable with disclosing the abuse.

It is worth mentioning that although every service recipient is termed a client by definition of having sought or received services, still not every survivor would seek for services or support. Therefore, any member of the collaboration could be a survivor themselves whether or not that individual sought services.

As such, the partnership agrees that the project manager shall communicate the variation of the confidentiality and mandated reporting of this collaboration prior to the start of any meeting. The project manager will ensure that every participant, including the interpreter(s), is aware of the different mandatory reporting roles of the collaboration members prior to any disclosure of personal information.

⁵ A survivor is a person who has continued to live, prosper, or remain functional after a traumatic event.

Communications Plan

The Partnership recognizes that a communication mechanism agreed upon by all member organizations will increase the work progress and enhance further productivity during the project course. Therefore, as part of the proper communication mechanism, the collaboration will utilize interpretation tools to ensure that everything has been communicated properly. The Partnership is committed to using communication that utilizes inclusiveness, and people-first language that is imperative for the integrity of its project. The partnership has agreed to the following communication setup:

Internal Communication

➤ The Partnership Regular Meetings

The partnership agrees to meet twice a month, three hours for each meeting during the first year of the project. These meetings shall be reassessed by the collaboration on a regular basis to fit with the communication needs of each project's phase.

In the case of the absence of any member representative, including the project manager, the partnership agreed to make a decision based on the consensus modality agreed upon, postpone, or move forward with the meeting. If the rescheduling is not an option, the next meeting timeframe shall be extended to debrief on the previous meeting content.

The project manager is the responsible party in all collaboration meeting debrief and creation of the agenda and minutes for the meeting. The agenda will be sent at least 24 hours prior to meeting. The agenda will include space to review and approve minutes and discuss any issues from the previous meeting.

The agenda will also allow space for team-building and identifying the group strengths. Minutes of each meeting will be developed three business days after the meeting and allow another three business days for collaborative members to provide further comments or amendments. It is the responsibility of the collaboration members to confirm the receipt of the meeting minutes and send the required amendments on time.

All Partnership meetings will ensure that interpretation services are secured ahead of each meeting. Any visual aids that shall be utilized during the meetings will be sent out in advance whenever possible. The collaboration members will be expected not to cross-talk during the meetings to allow the interpreters the opportunity to receive and relay accurate information.

If an individual is no longer able to serve as member of The Partnership, the relevant agency has to inform The Partnership as soon as possible and shall be responsible for the nomination of their following representative. The Partnership agreed to use email as a tool of communication for all Partnership correspondence.

➤ Organizational & Personal Communication

The Partnership agreed that personal issues could be discussed within the collaboration meetings, however, there will be no personal information shared or referred to in the meeting minutes.

Each member organization of The Partnership is responsible for updating their respective agency on the progress of the collaboration activities. The Partnership member agencies are also responsible for updating the collaboration on any matter or subject that may hinder the progress of the collaboration work. The three organizations agreed to communicate updates to their staff and board members on regular basis ensuring continued buy-in.

The Partnership member organizations agreed on using the Partnership meetings as well as email to support organizational communication of the collaborative. It has also agreed that each member organization will choose their preferred internal communication practices for their organization in order to convey updates and project outcomes to their staff. Such strategies could include, but not limited to, staff meetings, board members meetings, and other forms of internal communication recognized by each organization's procedures.

External Communication

Any communication that takes place out of the Partnership collaboration or its member organizations is considered as external communication. The Partnership agrees that any external communication pertaining to the work progress of the collaboration should be discussed and agreed internally prior to any action. The Partnership recognizes that the external communication for this collaboration is in the following forms:

➤ Vera

Vera is designated as the Disability Grant's Technical Assistance provider by the Department of Justice to all of its Office on Violence Against Women grantees. The Partnership's Project Manager/ Coordinator unless otherwise designated, is the assigned communication focal point of both incoming and outgoing communication with Vera. The Project Manager will meet/teleconference with the assigned Vera Senior Program Associate at least twice a month to discuss the collaboration progress on the project activities and develop guidance and receive feedback for project improvement. Vera will be available to consult with the Project Manager and to participate in collaboration meetings on regular basis, either in-person or via conference call. Communication with Vera will include regularly scheduled telephone updates and requests for technical assistance, conflict resolution, and site visits.

➤ Office on Violence Against Women (OVW)

The Office on Violence Against Women is a program under the Department of Justice that provides funding for the Disabilities grant. The Partnership collaboration Project Manager, unless otherwise designated, is the appointed contact person for both incoming and outgoing project-related communication with OVW. CCS' Chief Operating Officer or Chief Executive Officer will communicate with OVW directly regarding budgetary, contractual, other fiscal issues. Such information to be communicated with OVW may include documents for final approval, budget modifications and updates, Grant Adjustment Notifications (GAN), quarterly and semi-annual reports, and programmatic

changes to The Partnership (staffing, partnership, direction, etc.). If other team members of The Partnership organizations would like to contact OVW directly, the collaboration must discuss and agree on the need and appropriateness of the communication beforehand. As CCS is the contracted agency, CCS will work with OVW to determine the proper course and communicate with The Partnership members.

➤ Community partners

Community members and other relevant organizations outside this collaboration will be considered community partners. The Partnership Project Manager is the primary contact person for incoming and outgoing communication with community partners regarding collaboration activities. If needed, the Project Manager will request assistance from collaboration team members for communication regarding specific topics/ issues.

➤ Media and press release

Each respective agency requires approval for any content related to media or public events. Unless such content is approved by each member agency, none of the partner agencies are able to communicate any information pertaining to the collaboration.

We also acknowledge that, according to media-related internal policies of the collaboration member organizations, media materials related to any individual organization's work or progress, must be approved by the respective agency(ies) prior to any release.

The Partnership agreed that the Project Director assigned by the lead agency shall be the spokesperson for the collaboration in all media and press release events. Despite that designation, The Partnership will strive to have representatives from each member agency to participate in media events. The collaboration also strives to make its media events accessible to everyone.

Work Plan

Activity	Timeframe	Indicator
Hiring the Project Manager	Feb-March, 2018	PM in place by mid-March
Collaboration Meetings Agreed	Feb-March, 2018	Regular meetings in place
Vera site visit planned	April, 2018	Visit conducted
First charter draft shared with Vera for comments	May, 2018	Draft document in place
Charter draft finalized and submitted for approval	June, 2018	OVW receipt confirmation
Focusing memo submitted	June-July 2018	Memo in place
Needs assessment planned and discussed with Vera	June-July 2018	First draft shared with Vera for comments
Needs assessment conducted	August-September 2018	Data in place
Needs assessment draft report shared with Vera for further consultation	September-October 2018	Draft report in place
Site visit on strategic planning conducted	October, 2018	Visit conducted
Needs assessment report submitted	November, 2018	Report approved
Strategic plan drafted	December, 2018	Draft shared with Vera for comments
Strategic plan submitted	January, 2019	Document approved
Implementation phase started	February, 2019	All docs approved for implementation

Glossary of terms & definitions⁶

Ableism: Ableism is a form of discrimination or social prejudice against certain people. The concept was known as an act of discrimination against persons with disabilities. It prevents a person living with a disability from having the same access to rights and services that a person without a disability have no problems obtaining.

Abuse: Abuse is actions with or without physical contact that cause harm. It is to harm or injure by maltreatment, neglect or improper use of power or resources.

Accessibility: A basic right to an environment that allows an individual and/or a service animal to move freely, communicate, obtain services and participate in work and community activities.

Accommodations: Actions taken to ensure that services are responsive to a person's need(s). It allows individuals with disabilities to fully participate in activities, services, employment and education.

Advocate: A person who acts in support of or on the behalf of an individual, in order to ensure the individual's interests are represented and/or rights upheld.

Assistive Listening Devices (ALD): An Assistive listening device is used to provide hearing ability for people in a variety of situations. A common usage is to aid people who are hard of hearing. The ALD may be used to help people hear televisions and other audio devices and also to help people hear speech through public address (PA) systems such as in a community hall or at a lecture. The assistive listening device is usually used as a system where the audio source is broadcast wirelessly over an FM frequency. The person who is listening may use a small FM receiver to tune into the signal and listen at their preferred volume.

⁶ The glossary of terms has been adopted from Georgia's PEACH collaboration with some slight changes. Also additional terms were added to better serve the charter content.

Americans with Disabilities Act (ADA) of 1990: Federal law that prohibits discrimination against “identified individuals with disabilities” on the basis of employment, services/programs rendered to the public by state and local governments, services/programs by businesses that provide public services, in telecommunications and provides guidance to federal entities charged with enforcement of the Act.

American Sign Language: American Sign Language is a visually perceived language based on a naturally evolved system of articulated hand gestures and their placement relative to the body, along with non--manual markers such as facial expressions, head movements, shoulder raises, mouth morphemes, and movements of the body. It is the primary sign language used by Deaf and hard of hearing people in the United States and Canada.

Assistive Technology (AT): Assistive Technology is any item or piece of equipment that is used to increase, maintain or improve the functional capabilities of individuals with disabilities in all aspects of life, including at school, at work, at home and in the community. Assistive Technology ranges from low tech to high tech devices or equipment.

Assistive Technology Service: Any service that directly assists an individual with a disability in the selection, acquisition, or use of an assistive technology device.

AT Lending Library: Borrowing a device or software to make sure the assistive technology works for the individual; “try before you buy.”

Audism: Audism describes the mentality that to be able to hear and to speak is necessarily better and leads to a higher quality of life. On this basis, different forms of discriminating behavior against Deaf, hard of hearing, DeafBlind or late deafened individuals may arise.

Capacity Building: Capacity building is activities to assist and support individuals and systems to successfully implement and sustain change.

Barrier: Physical object, action or inaction, cultural norms, or lack of accommodation or adaptive device that blocks, prevents or hinders movement or access.

Caregiver: A person who is responsible for the direct care, protection and supervision who tends to the need(s) of another person.

Choice: A decision made by an individual (own self) based on options.

Collaboration: According to the Fieldstone Alliance, collaboration is “a mutually beneficial and well-defined relationship entered into by two or more organizations to achieve results they are more likely to achieve together than alone”.

Confidentiality: The ethical principle and legal right that a professional will hold all client information, not intended to be disclosed to third parties, in confidence unless the individual gives consent permitting disclosure or unless the disclosure is required by the law.

Consensus: General agreement among the members of a group or community, each party of which has an equal right and responsibility to decision making and follow-up action.

Culturally humble: the practice and process by which individuals are able to increase their understanding and appreciation of cultural differences and similarities within, amongst, and between groups to enhance diverse understandings and intersections. This includes awareness of systemic bias and belief systems and how

these impact and can work to oppress survivors, particularly for individuals who have intersecting identities that have been historically marginalized.

Deaf (D): Individuals that have shared social beliefs, behaviors, art, literary traditions, history, values, and/or shared institutions of communities that are affected by deafness, and who use sign language as the main means of communication. Deaf individuals have their own sense of identity and resultant actions. As with all social groups that a person chooses to belong to, a person is a member of the Deaf community if that person identifies themselves as a member of the Deaf community, and other members accept that person as a part of the community.

deaf (d): The term deaf (written with a lowercase “d”) refers to a physical condition characterized by a relative lack of hearing ability or used for individuals who have hearing loss and/or are hard of hearing. These individuals identify themselves mostly with the hearing community and are not culturally deaf.

Disability: Disability is the interaction that causes the limitation based on the individual’s perception of whether they consider a limitation a disability. It’s the intersection between disability and the environment that needs to be accommodated. (World Health Organization)

DOJ: Department of Justice

Domestic Violence (DV): Domestic violence is a pattern of behaviors used to gain or maintain power and control over an intimate partner that can include physical and sexual violence, emotional or psychological abuse and economic deprivation (using money and financial tools to exert control). It may also be referred to as abuse, battering, family violence, dating violence/abuse, or intimate partner violence.

Domestic Violence Counselor:

As per Evidence Code Section 1037.1 “**Domestic Violence Counselor**” means:

(a) (1) a person who is part of a domestic violence victim service organization, as defined below, whether financially compensated or not, for the purpose of rendering advice or assistance to victims of domestic violence and who has been certified by the California State Governance Office of Emergency Services⁷.

(2) A domestic violence counselor who has been employed by the domestic violence victim service organization.

(b) As used above, “domestic violence victim service organization” means a nongovernmental organization or entity that provides shelter, programs, or services to victims of domestic violence and their children, including, but not limited to, either of the following:

- (1) Domestic violence shelter-based programs, as described in Section 18294 of the Welfare and Institutions Code.
- (2) Other programs with the primary mission to provide services to victims of domestic violence whether or not that program exists in an agency that provides additional services

Empowerment: Empowerment is enhancing an individual’s ability to make choices and then to implement those choices toward the individual’s desired actions and outcomes. It involves a multi-dimensional social process that allows an individual to take care of his/her/their own life. This definition is based on action and experience with freedom of choice and will. It encompasses the individual’s ability to influence the course of their life and the decisions that affect them. It is important to note that empowerment assumes that power can change.

⁷Crisis Intervention Training (CIT): training required by the State of California Governor’s Office of Emergency (CalOES) for all DV/SA service providers’ staff.

Hard of Hearing (HH): refers to individuals who have some degree of hearing loss ranging from mild to profound. This may be because they were born with a hearing loss or they may have lost some or all of their hearing later in life. People who are hard of hearing may benefit from the use of hearing aids or other assistive listening devices. They depend primarily upon spoken English in communicating with others.

Inclusion: is involvement and empowerment, where the inherent worth and dignity of all people are recognized. An inclusive society promotes and sustains a sense of belonging; it values and practices respect for every human being, beliefs, backgrounds, and ways of living of all persons⁸. The idea that all people should freely, openly and without pity accommodate any person without restrictions or limitations of any kind.

Late Deafened (LD): refers to individuals who have severe to profound hearing loss, which occurred after the development of speech and language. People who are late deafened can benefit from the use of visual display technology, but usually very little from hearing aids or other listening technology.

Member Organizations: Member organizations and agencies represented in The Survivors AccessAbility Partnership collaboration.

OVW: Office on Violence Against Women

Person-Centered Services: Recognition of an individual's preferences and needs during all components of service planning, which gives individuals the power to use resources in ways that they decide what makes sense in their lives.

⁸ Ferris State University in Michigan and United Nations report on social inclusion

Person-First Language: People-First Language is defined as choosing words about people with disabilities that define the person first, not the disability. It is important to define who the person “is” before defining what disability the person “may have.”

Reasonable Accommodation: A reasonable accommodation is an adjustment or modification made in a system to "accommodate" or make fair the same system for an individual based on a proven need.

Safety Plan: A safety plan is a plan developed between an advocate/counselor and a survivor that contains specific activities and/or options relevant for a survivor to be safe from a person who has harmed them. Safety planning is an essential step to complete with all survivors of domestic violence. It allows individualized planning for situations the survivor and children or family may encounter regardless of what the survivor decides to do about the relationship with the abusive person.

Survivor: A survivor is a person who has continued to live, prosper, or remain functional after a traumatic event. The word “survivor” is considered to be an empowering term preferred by the Violence Against Women Act (VAWA).

Sustainability: Effective and efficient enhancement of services for all individuals in a community that can be maintained over time.

Systems Change: The process of improving the capacity of service providers to promote and provide collaborative person-centered services through the creation of sustainable, transferable and replicable change.

Sexual Assault Counselor: as per California Evidence Code Section 1035.2 “Sexual Assault Counselor” means any of the following:

- (a) A person who is engaged in any office, hospital, institution, or center commonly known as a rape crisis center, whose primary purpose is the

rendering of advice or assistance to victims of sexual assault and who has received a certificate evidencing completion of a training program in the counseling of sexual assault victims issued by a counseling center that meets the criteria for the award of a grant established pursuant to Section 13837 of the Penal Code and who meets one of the following requirements:

- (1) Is a psychotherapist as defined in Section 1010; has a master's degree in counseling or a related field; or has one year of counseling experience, at least six months of which is in rape crisis counseling.
 - (2) Has 40 hours of training and is supervised by an individual who qualifies as a counselor under paragraph (1).
- (b) A person who is employed by any organization providing the programs specified in Section 13835.2 of the Penal Code, whether financially compensated or not, for the purpose of counseling and assisting sexual assault victims, and who meets one of the following requirements:
- (1) Is a psychotherapist as defined in Section 1010; has a master's degree in counseling or a related field; or has one year of counseling experience, at least six months of which is in rape assault counseling.
 - (2) Has the minimum training for sexual assault counseling required by guidelines established by the employing agency pursuant to subdivision (c) of Section 13835.10 of the Penal Code, and is supervised by an individual who qualifies as a counselor under paragraph (1).

Technical Assistance (TA): providing advice, assistance, and resources to systems, agencies, and individuals in order to build capacity for services to survivors of domestic violence and/or individuals who are Deaf, deaf, hard of hearing, deaf blind or late deafened. TA often involves troubleshooting challenges, providing access to resources on specific topics and assistance with policy planning and program implementation.

Telecommunications Device for the Deaf (TDD): A TDD is a teleprinter, an electronic device for text communication over a telephone line, that is designed for use by persons with hearing or speech difficulties. Other names for the device include teletypewriter (or TTY), text phone (common in Europe), and minicom (United Kingdom). The typical TDD is a device about the size of a typewriter or laptop computer with a QWERTY keyboard and small screen that uses LEDs or an LCD screen to display typed text electronically. In addition, TDDs commonly have a small spool of paper on which text is also printed — old versions of the device had only a printer and no screen. The text is transmitted live, via a telephone line, to a compatible device, i.e. one that uses a similar communication protocol. It was invented in 1964 by 2 deaf physicists, James C. Marsters and Robert Weitbrecht.

Value Laden Language: What you say and write may enhance the dignity of people with disabilities or inadvertently reflect stereotypes and negative attitudes. Some words and phrases don't recognize the broad range of capabilities of people with disabilities. People with disabilities don't need or want to be pitied, nor should they be deemed "courageous" or "special" as they accomplish daily activities or work; basically people first before the disability.

VAWA: Violence Against Women Act

Vera: Technical assistance provider for the Disabilities Project Grant

Victim: A victim is a person against whom a crime has been committed. The word "victim" is most often used as a legal term, but is also used by some when discussing survivors who have experienced domestic violence.

Videophone (VP): Video phones allow people who are deaf and hard or hearing to communicate with others using American Sign Language over a videophone connection. They can contact other deaf people who also have videophones directly, or they can contact hearing people through the Video Relay Service.

Appendix I: The Partnership Collaboration Contact

Dalia Alzendi - Project Coordinator

Pronouns: she/her/hers

Project Manager

dalzendi@ccssd.org O: (619) 697-7477

Center for Community Solutions (CCS)

Marielle Downes

Pronouns: she/her/hers

Chief Operating Officer (COO)

mdownes@ccssd.org O: (858) 272-5777

- ❖ Primary contact person for all external communication and media requests for The Partnership collaboration
- ❖ Collaboration team member
- ❖ Primary contact person for lead agency
- ❖ Back-up to Project Coordinator for critical incident responses
- ❖ 1st contact person for organization specific communication needs

Deaf Community Services (DCS)

Patricia Sieglen-Perry

Executive Director

P 619/398.2441 x114

VP 619/376.1697

psieglenperry@dcsofsd.org

- ❖ Collaboration team member
- ❖ 2nd contact person for organization specific communication needs
- ❖ 2nd back-up for critical incident responses

San Diego Regional Center (SDRC)

Peggie Webb

Forensic and Behavioral Manager

Peggie.Webb@sdrc.org

- ❖ Collaboration team member
- ❖ 3rd contact person for organization specific communication needs
- ❖ 3rd back-up for critical incident responses

Appendix II: Charter's Authors

Dalia Alzendi, MPAD

Center for Community Solutions, San Diego

Project Manager - Access to Services

A professional researcher and consultant in public and social policy reform that supports equity and equality to all. Dalia has several scientific researches, publications and co-authored several books related to equality and empowerment. She is also a professional in Results Based Management (RBM), program planning and reporting, program frameworks and log frames, budget designs and work-plans.

In her previous careers, Dalia successfully monitored 35 projects of the United Nations (UNDP and UNWOMEN) of Iraq country offices located in both Jordan and Iraq. Throughout her executive capacity as the Head of the UNWOMEN office of the Kurdistan region, the officer of the UNDP Iraq Public Sector Modernization and Decentralization programs as well as her previous position as the Director of the International Relief and Development program of northern Iraq, Dalia was able to provide extensive support to the development of several policies and national strategies that promoted gender equality and empowerment of women and children at international levels.

Dalia's 15 years of diversified experience in the field of humanitarian action amongst several national and international settings, private and NGOs, has promoted excellent advocacy skills. She is also a founder of Bridge, a non-profit organization in San Diego that supports the psychosocial integration of women and youth refugees and newcomers to the United States through the utilization of their own potential and expertise.

Dalia holds a Master's degree in Public Administration and Development with a special focus on Gender Responsive Planning from the University of Birmingham in the UK. She also holds a professional certificate from the University of Harvard in social program effectiveness. Dalia is experienced in trauma-informed care, healing and self-care techniques that promote better psychosocial engagement. She is also a trilingual, culturally competent certified life coach.

Marielle Filholm Downes, MA

Center for Community Solutions, San Diego
Chief Operating Officer (COO)

A dynamic professional with over 12 years of executive leadership in non-profit and business operations, strategic planning, and social services. Throughout her career, she has worked diligently to advance programs in order to ensure services, resources, and systems are designed to empower people, facilitate healing, and prevent further violence.

She was a founding member of Project PEACE (Partnership to End Abuse in the Community for Everyone), a coordinated community response effort to implement the most effective and efficient array of prevention, protection, and support services to end domestic violence in the Arlington, Virginia community. In 2009, Marielle provided a leadership role to the Safety and Accountability Audit of Arlington County.

Concerned with the growing number of survivors of domestic violence who chose not to leave abusive relationships out of fear for their pets' safety, Marielle partnered with the American Humane Association to allow survivors of domestic violence to bring their pets with them to an emergency shelter in Arlington under the PAWS program (now SAF-T).

Marielle's leadership in the field of intimate partner violence prevention and intervention was published in national media, including O, The Oprah Magazine, The Washington Post, and USA Today. In addition to having her Master's in Forensic Psychology and a Bachelor of Arts in Psychology, Marielle is a certified yoga teacher and Reiki practitioner. Marielle's combination of personal and professional experiences allows her to be an ideal contributor in team-oriented leadership roles.

She enjoys the partnership offered in regional and statewide coalitions and leverages the opportunity to effect change for the betterment of survivors and communities. With a background in child development and welfare, mutual competency supervision, and strengths-based empowering client services, she seeks to guide, educate, and inspire people.

Peggie Webb, M.A.

Manager of Forensic and Behavioral Health Services
San Diego Regional Center

Peggie's team provides support to staff in the area Forensic and/or Behavioral Health. This is an emerging specialty population of individuals with dual or triple diagnoses who have co-occurring mental health disorders, substance use disorders who may also be known to the Criminal Justice System.

She currently represents the Regional Center at several county sponsored committees including; the Adult/Older Adult Mental Health Council, the Mental Health Coalition, and the AB109 Taskforce. Prior to joining the Regional Center, Peggie served as the Executive Director of Mosaic Connections, Inc., a not for profit agency specializing in training and consultation in the field of developmental disabilities and mental health.

Peggie's work has included research and a statewide needs assessment related to persons with developmental disabilities and co-occurring mental health disorders. Over the past 25 years, Peggie has consulted with the State Department of Developmental Disabilities, several other Regional Centers across the state, other states focused on services for persons with dual diagnosis and the Ministry of Children and Family Services in the Province of British Columbia, Canada.

She served as the director of the Solutions Building Community Collaborative for 5 years. This was a pilot project co-sponsored by San Diego Regional Center and San Diego County Behavioral Health Services for persons dually diagnosed (DD-MI) and dually served, some with substance use related disorders and some frequently known to the criminal justice system. Peggie also served as a consultant to the current Project Connect; of Exodus Recovery, Inc.; a pilot project in San Diego providing criminal justice plans for persons with developmental disabilities, involved in the criminal justice system or at a high risk of becoming involved with this system, and is the current liaison to this project at the Regional Center.

Peggie was the Project Director for the new Psychiatric Navigation Project, an MHSA funded project targeting transition age youth who are dually diagnosed and high frequency/high intensity users of SD County Emergency Medical Services including in-patient psychiatric stays. Peggie is a member of the Forensic Statewide Collaborative currently serves on the Board of Directors for the National Association for Dual Diagnosis (NADD).

Patricia Sieglen-Perry

Executive Director

Deaf Community Services of San Diego (DCS)

Where she began her career 40 years ago as a counselor. In her role as Executive Director, Patricia oversees a variety of contracts which fund behavioral health services including dual diagnosis, domestic violence and substance abuse services. Additional services provided at DCS include: employment services, literacy instruction, communication services, advocacy, community education, information and referral for Deaf, deaf, Hard of Hearing, DeafBlind, and Late Deafened individuals.

In 1980, Patricia became Director of DCS, under Episcopal Community Services and facilitated its independence as a nonprofit agency in 1984. She served as Executive Director until 1991 when she left to take a position at the City of San Diego as the Disability Services Coordinator. This position was established by City Council to assist the City in complying with the American's with Disabilities Act.

Ms. Sieglen-Perry developed the City of San Diego's transition and self-evaluation plan and remained in that position until 1998 when she took a hiatus from her 20 year career to raise her daughter. During that time, Patricia consulted and provided training on ADA and deaf culture to various organizations and business. Additionally, Patricia taught ASL at Cuyamaca College and Grossmont College.

Patricia was an appointee on the Governor's Committee on Employment of People with Disabilities for 25 years. Currently, she is a member of the Port of San Diego's Accessibility Advisory Committee and the City of San Diego's Accessibility Advisory Committee.

Alicia Devine, MFT
Clinical Director
DCS's Behavioral Health Program

Alicia oversees the Behavioral Health Services Department, Signs of Life Recovery program, and a peer –to-peer support Clubhouse of the Deaf Community Services (DCS) in San Diego.

She obtained her Bachelor of Science degree in Psychology from California State University, Northridge. Also, a Master's in Marriage and Family Therapy from the San Diego State University (SDSU). Alicia also attended University of Redlands and received her PPS (school counseling) credential.

She has worked at National Center on Deaf Advocacy, Center for Community Solutions and their shelters, Deaf Community Services as an intern, Children's Hospital of Philadelphia, and as a school counselor at California School for the Deaf, Riverside.

Alicia has extensive experience working with families, children, and adults. She has seen clients in a variety of settings and situations. Her experience includes clients with a wide range of disabilities, cultural, religious, and ethnical backgrounds. Her special interests are in the field of mental health for the Deaf/HH community, healthy relationships and families, and attempts at happy living for one and for all.

Appendix III: SDRC and DCS detailed confidentiality and mandatory reporting

San Diego Regional Center (SDRC)

Elder Abuse and Dependent Adult Civil Protection Act

California enacted the Abuse Reporting Act to protect vulnerable persons by requiring individuals providing care and services for elders and dependent adults in health facilities and in the community to report instances of abuse and neglect. Welf. & Inst. Code §§ 15600 et seq. Although abuse allegations may be reported by anyone having knowledge of the incident, the Abuse Reporting Act requires certain individuals (mandated reporters) to report known or suspected abuse or neglect of dependent adults and elders. Any person who has responsibility for the care or custody of a dependent adult is a mandated reporter. They are required to report incidents that reasonably appear to be abuse or neglect of dependent adults and elders, whether directly observed by, reported to, or based upon knowledge of the reporter. Reportable incidents include physical abuse, abandonment, isolation, financial abuse, and neglect. Welf. & Inst. Code § 15630(b)(1).

LONG VERSION:

WELFARE AND INSTITUTIONS CODE – WIC DIVISION 4.5. SERVICES FOR THE DEVELOPMENTALLY DISABLED [4500 – 4885]

(Division 4.5 added by Stats. 1977, Ch. 1252.)

CHAPTER 1.6. General Provisions [4507 – 4519.8]

(Chapter 1.6 heading added by Stats. 2014, Ch. 178, Sec. 4.)

4514.

All information and records obtained in the course of providing intake, assessment, and services under Division 4.1 (commencing with Section 4400), Division 4.5 (commencing with Section 4500), Division 6 (commencing with Section 6000), or Division 7 (commencing with Section 7100) to persons with developmental disabilities shall be confidential. Information and records obtained in the course of providing similar services to either voluntary or involuntary recipients prior to 1969 shall also be confidential. Information and records shall be disclosed only in any of the following cases:

(a) In communications between qualified professional persons, whether employed by a regional center or state developmental center, or not, in the provision of intake, assessment, and services or appropriate referrals. The consent of the person with a developmental disability, or his or her guardian or conservator, shall be obtained before information or records may be disclosed by regional center or state developmental center personnel to a professional not employed by the regional center or state developmental center, or a program not vendored by a regional center or state developmental center.

(b) When the person with a developmental disability, who has the capacity to give informed consent, designates individuals to whom information or records may be released, except that this chapter shall not be construed to compel a physician and surgeon, psychologist, social worker, marriage and family therapist, professional clinical counselor, nurse, attorney, or other professional to reveal information that has been given to him or her in confidence by a family member of the person unless a valid release has been executed by that family member.

(c) To the extent necessary for a claim, or for a claim or application to be made on behalf of a person with a developmental disability for aid, insurance, government benefit, or medical assistance to which he or she may be entitled.

(d) If the person with a developmental disability is a minor, dependent ward, or conservatee, and his or her parent, guardian, conservator, limited conservator with access to confidential records, or authorized representative, designates, in writing, persons to whom records or information may be disclosed, except that this chapter shall not be construed to compel a physician and surgeon, psychologist, social worker, marriage and family therapist, professional clinical counselor, nurse, attorney, or other professional to reveal information that has been given to him or her in confidence by a family member of the person unless a valid release has been executed by that family member.

(e) For research, if the Director of Developmental Services designates by regulation rules for the conduct of research and requires the research to be first reviewed by the appropriate institutional review board or boards. These rules shall include, but need not be limited to, the requirement that all researchers shall sign an oath of confidentiality as follows:

As a condition of doing research concerning persons with developmental disabilities who have received services from ____ (fill in the facility, agency or person), I, ____, agree to obtain the prior informed consent of persons who have received services to the maximum degree possible as determined by the appropriate institutional review board or boards for protection of human subjects

reviewing my research, or the person's parent, guardian, or conservator, and I further agree not to divulge any information obtained in the course of the research to unauthorized persons, and not to publish or otherwise make public any information regarding persons who have received services so those persons who received services are identifiable.

I recognize that the unauthorized release of confidential information may make me subject to a civil action under provisions of the Welfare and Institutions Code.

There are specified exceptions

- (f) To the courts, as necessary to the administration of justice.
- (g) To governmental law enforcement agencies as needed for the protection of federal and state elective constitutional officers and their families.
- (h) To the Senate Committee on Rules or the Assembly Committee on Rules for the purposes of legislative investigation authorized by the committee.
- (i) To the courts and designated parties as part of a regional center report or assessment in compliance with a statutory or regulatory requirement, including, but not limited to, Section 1827.5 of the Probate Code, Sections 1001.22 and 1370.1 of the Penal Code, and Section 6502 of this code.
- (j) To the attorney for the person with a developmental disability in any and all proceedings upon presentation of a release of information signed by the person, except that when the person lacks the capacity to give informed consent, the regional center or state developmental center director or designee, upon satisfying himself or herself of the identity of the attorney, and of the fact that the attorney represents the person, shall release all information and records relating to the person except that this article shall not be construed to compel a physician and surgeon, psychologist, social worker, marriage and family therapist, professional clinical counselor, nurse, attorney, or other professional to reveal information that has been given to him or her in confidence by a family member of the person unless a valid release has been executed by that family member.
- (k) Upon written consent by a person with a developmental disability previously or presently receiving services from a regional center or state developmental center, the director of the regional center or state developmental center, or his or her designee, may release any information, except information that has been given in confidence by members of the family of the person with developmental disabilities, requested by a probation officer charged with the evaluation of the person after his or her conviction of a crime if the regional center or state

developmental center director or designee determines that the information is relevant to the evaluation. The consent shall only be operative until sentence is passed on the crime of which the person was convicted. The confidential information released pursuant to this subdivision shall be transmitted to the court separately from the probation report and shall not be placed in the probation report. The confidential information shall remain confidential except for purposes of sentencing. After sentencing, the confidential information shall be sealed.

(l) Between persons who are trained and qualified to serve on “multidisciplinary personnel” teams pursuant to subdivision (d) of Section 18951. The information and records sought to be disclosed shall be relevant to the prevention, identification, management, or treatment of an abused child and his or her parents pursuant to Chapter 11 (commencing with Section 18950) of Part 6 of Division 9.

(m) When a person with a developmental disability dies from any cause, natural or otherwise, while hospitalized in a state developmental center, the State Department of Developmental Services, the physician and surgeon in charge of the client, or the professional in charge of the facility or his or her designee, shall release the patient’s medical record to a medical examiner, forensic pathologist, or coroner, upon request. Except for the purposes included in paragraph (8) of subdivision (b) of Section 56.10 of the Civil Code, a medical examiner, forensic pathologist, or coroner shall not disclose any information contained in the medical record obtained pursuant to this subdivision without a court order or authorization pursuant to paragraph (4) of subdivision (c) of Section 56.11 of the Civil Code.

(n) To authorized licensing personnel who are employed by, or who are authorized representatives of, the State Department of Public Health, and who are licensed or registered health professionals, and to authorized legal staff or special investigators who are peace officers who are employed by, or who are authorized representatives of, the State Department of Social Services, as necessary to the performance of their duties to inspect, license, and investigate health facilities and community care facilities, and to ensure that the standards of care and services provided in these facilities are adequate and appropriate and to ascertain compliance with the rules and regulations to which the facility is subject. The confidential information shall remain confidential except for purposes of inspection, licensing, or investigation pursuant to Chapter 2 (commencing with Section 1250) and Chapter 3 (commencing with Section 1500) of Division 2 of the Health and Safety Code, or a criminal, civil, or administrative proceeding in relation thereto. The confidential information may be used by the State

Department of Public Health or the State Department of Social Services in a criminal, civil, or administrative proceeding. The confidential information shall be available only to the judge or hearing officer and to the parties to the case. Names that are confidential shall be listed in attachments separate to the general pleadings. The confidential information shall be sealed after the conclusion of the criminal, civil, or administrative hearings, and shall not subsequently be released except in accordance with this subdivision. If the confidential information does not result in a criminal, civil, or administrative proceeding, it shall be sealed after the State Department of Public Health or the State Department of Social Services decides that no further action will be taken in the matter of suspected licensing violations. Except as otherwise provided in this subdivision, confidential information in the possession of the State Department of Public Health or the State Department of Social Services shall not contain the name of the person with a developmental disability.

(o) To any board that licenses and certifies professionals in the fields of mental health and developmental disabilities pursuant to state law, when the Director of Developmental Services has reasonable cause to believe that there has occurred a violation of any provision of law subject to the jurisdiction of a board and the records are relevant to the violation. The information shall be sealed after a decision is reached in the matter of the suspected violation, and shall not subsequently be released except in accordance with this subdivision. Confidential information in the possession of the board shall not contain the name of the person with a developmental disability.

(p) (1) To governmental law enforcement agencies by the director of a regional center or state developmental center, or his or her designee, when (1) the person with a developmental disability has been reported lost or missing or (2) there is probable cause to believe that a person with a developmental disability has committed, or has been the victim of, murder, manslaughter, mayhem, aggravated mayhem, kidnapping, robbery, carjacking, assault with the intent to commit a felony, arson, extortion, rape, forcible sodomy, forcible oral copulation, assault or battery, or unlawful possession of a weapon, as provided in any provision listed in Section 16590 of the Penal Code.

(2) This subdivision shall be limited solely to information directly relating to the factual circumstances of the commission of the enumerated offenses and shall not include any information relating to the mental state of the patient or the circumstances of his or her treatment unless relevant to the crime involved.

(3) This subdivision shall not be construed as an exception to, or in any other way affecting, the provisions of Article 7 (commencing with Section 1010) of Chapter 4 of Division 8 of the Evidence Code, or Chapter 11 (commencing with Section 15600) and Chapter 13 (commencing with Section 15750) of Part 3 of Division 9.

(q) To the Division of Juvenile Facilities and Department of Corrections and Rehabilitation or any component thereof, as necessary to the administration of justice.

(r) To an agency mandated to investigate a report of abuse filed pursuant to either Section 11164 of the Penal Code or Section 15630 of this code for the purposes of either a mandated or voluntary report or when those agencies request information in the course of conducting their investigation.

(s) When a person with developmental disabilities, or the parent, guardian, or conservator of a person with developmental disabilities who lacks capacity to consent, fails to grant or deny a request by a regional center or state developmental center to release information or records relating to the person with developmental disabilities within a reasonable period of time, the director of the regional or developmental center, or his or her designee, may release information or records on behalf of that person provided both of the following conditions are met:

(1) Release of the information or records is deemed necessary to protect the person's health, safety, or welfare.

(2) The person, or the person's parent, guardian, or conservator, has been advised annually in writing of the policy of the regional center or state developmental center for release of confidential client information or records when the person with developmental disabilities, or the person's parent, guardian, or conservator, fails to respond to a request for release of the information or records within a reasonable period of time. A statement of policy contained in the client's individual program plan shall be deemed to comply with the notice requirement of this paragraph.

(t) (1) When an employee is served with a notice of adverse action, as defined in Section 19570 of the Government Code, the following information and records may be released:

(A) All information and records that the appointing authority relied upon in issuing the notice of adverse action.

(B) All other information and records that are relevant to the adverse action, or that would constitute relevant evidence as defined in Section 210 of the Evidence Code.

(C) The information described in subparagraphs (A) and (B) may be released only if both of the following conditions are met:

(i) The appointing authority has provided written notice to the consumer and the consumer's legal representative or, if the consumer has no legal representative or if the legal representative is a state agency, to the clients' rights advocate, and the consumer, the consumer's legal representative, or the clients' rights advocate has not objected in writing to the appointing authority within five business days of receipt of the notice, or the appointing authority, upon review of the objection has determined that the circumstances on which the adverse action is based are egregious or threaten the health, safety, or life of the consumer or other consumers and without the information the adverse action could not be taken.

(ii) The appointing authority, the person against whom the adverse action has been taken, and the person's representative, if any, have entered into a stipulation that does all of the following:

(I) Prohibits the parties from disclosing or using the information or records for any purpose other than the proceedings for which the information or records were requested or provided.

(II) Requires the employee and the employee's legal representative to return to the appointing authority all records provided to them under this subdivision, including, but not limited to, all records and documents or copies thereof that are no longer in the possession of the employee or the employee's legal representative because they were from any source containing confidential information protected by this section, and all copies of those records and documents, within 10 days of the date that the adverse action becomes final except for the actual records and documents submitted to the administrative tribunal as a component of an appeal from the adverse action.

(III) Requires the parties to submit the stipulation to the administrative tribunal with jurisdiction over the adverse action at the earliest possible opportunity.

(2) For the purposes of this subdivision, the State Personnel Board may, prior to any appeal from adverse action being filed with it, issue a protective order, upon application by the appointing authority, for the limited purpose of prohibiting the parties from disclosing or using information or records for any purpose other than the proceeding for which the information or records were requested or provided,

and to require the employee or the employee's legal representative to return to the appointing authority all records provided to them under this subdivision, including, but not limited to, all records and documents from any source containing confidential information protected by this section, and all copies of those records and documents, within 10 days of the date that the adverse action becomes final, except for the actual records and documents that are no longer in the possession of the employee or the employee's legal representatives because they were submitted to the administrative tribunal as a component of an appeal from the adverse action.

(3) Individual identifiers, including, but not limited to, names, social security numbers, and hospital numbers, that are not necessary for the prosecution or defense of the adverse action, shall not be disclosed.

(4) All records, documents, or other materials containing confidential information protected by this section that have been submitted or otherwise disclosed to the administrative agency or other person as a component of an appeal from an adverse action shall, upon proper motion by the appointing authority to the administrative tribunal, be placed under administrative seal and shall not, thereafter, be subject to disclosure to any person or entity except upon the issuance of an order of a court of competent jurisdiction.

(5) For purposes of this subdivision, an adverse action becomes final when the employee fails to answer within the time specified in Section 19575 of the Government Code, or, after filing an answer, withdraws the appeal, or, upon exhaustion of the administrative appeal or of the judicial review remedies as otherwise provided by law.

(u) To the person appointed as the developmental services decisionmaker for a minor, dependent, or ward pursuant to Section 319, 361, or 726.

(v) To a protection and advocacy agency established pursuant to Section 4901, to the extent that the information is incorporated within any of the following:

(1) An unredacted facility evaluation report form or an unredacted complaint investigation report form of the State Department of Social Services. This information shall remain confidential and subject to the confidentiality requirements of subdivision (f) of Section 4903.

(2) An unredacted citation report, unredacted licensing report, unredacted survey report, unredacted plan of correction, or unredacted statement of deficiency of the State Department of Public Health, prepared by authorized licensing personnel or authorized representatives described in subdivision (n). This information shall

remain confidential and subject to the confidentiality requirements of subdivision (f) of Section 4903.

(w) When a comprehensive assessment is conducted or updated pursuant to Section 4418.25, 4418.7, or 4648, a regional center is authorized to provide the assessment to the regional center clients' rights advocate, who provides service pursuant to Section 4433.

(x) For purposes of this section, a reference to a "medical examiner, forensic pathologist, or coroner" means a coroner or deputy coroner, as described in subdivision (c) of Section 830.35 of the Penal Code, or a licensed physician who currently performs official autopsies on behalf of a county coroner's office or a medical examiner's office, whether as a government employee or under contract to that office.

(y) To authorized personnel who are employed by the Employment Development Department as necessary to enable the Employment Development Department to provide the information required to be disclosed to the State Department of Developmental Services pursuant to subdivision (ak) of Section 1095 of the Unemployment Insurance Code. The Employment Development Department shall maintain the confidentiality of any information provided to it by the Department of Developmental Services to the same extent as if the Employment Development Department had acquired the information directly.

(Amended by Stats. 2017, Ch. 417, Sec. 33. (AB 1696) Effective January 1, 2018.)

Deaf Community Services (DCS)

Section 8: Legal and Ethical

Title: General Confidentiality Guidelines

REFERENCES: Title 42, Code of Federal Regulations, Federal Privacy Regulations, 45 C.F.R. Subtitle A, Subchapter C, Parts 160 and 164; CA Penal Code Section 11166; AB3255; SB2847; Evidence Code 1035.4, Title 22, section 88069.7

CROSS-REFERENCES: DCS HIPAA P&P: Uses and Disclosures for Which and Authorization or Opportunity to Agree or Object is not Required; DCS HIPAA Policy and Procedure: Authorization for Use and Disclosure of Protected

Health Information; DCS HIPAA P&P: Notice of Privacy Practices; DCS Maintenance of Records

Purpose: Information shared by a Client and his/her family which is obtained in the course of providing services to the Clients and/or information that identifies an individual Client and her/his family is considered confidential and is protected by the rights of privileged communication as per the State of California and the Health Insurance Portability and Accountability Act (HIPAA) of 1996. It is imperative that all DCS staff remain in compliance with the state and federal laws on this topic.

Policy: Confidentiality of any information disclosed by a Client to an DCS employee will be maintained in accordance with this Policy and Procedure and the DCS HIPAA Policies and Procedures as applicable.

Procedure:

1. DCS Confidentiality Regulations

- a. Information shared by a Client and his/her family which is obtained in the course of providing services to the Clients and/or information that identifies an individual Client and her/his family (protected health information as defined in HIPAA) is considered confidential and is protected by the rights of privileged communication as per State and Federal Laws.
- b. This information can be shared with other DCS staff members or authorized Representatives as defined in this policy and the DCS HIPAA Policies and Procedures.
- c. DCS Quality Assurance Practices and Confidentiality
 - i. To ensure the quality of DCS services, staff may be required to video or audio-tape counseling/case-management sessions for review by their DCS or University Supervisor (MFT Trainees only).
 - ii. The *Authorization Waiver for Video-Taping, Audio-Recording, and Live Observation of Counseling* document shall be used in these instances as follows:
 1. The document must be signed by the Client and/or her/his Parent/Guardian or Legal Representative first.
 2. The recorded information should only be used for therapeutic and/or educational purposes.

3. The recorded information will not be shared with anyone outside of the treatment or clinical supervision teams without an authorization.
4. The recorded information will be destroyed after it has served its therapeutic and educational function.
5. Staff will ensure that Clients and/or her/his Parent/Guardian/or Legal Representative have read and understand the document prior to signature.
6. The document will be stored in the Client file and a copy will be given to the Client for their records upon request.

d. Client Discloses Information from the Past

- i. If a Client discloses to you that s/he has committed a crime in the past or discusses damaging property, you are not obligated to report this information and disclosing it could indicate a breach of confidentiality.

e. Unknown Entities Seeking Confidential Information

- i. In the event that an outside entity (e.g. the media, a friend, etc.) contacts DCS seeking information on a Client, information may not be released to that entity without confirming the identity of the individual AND without Client Consent as defined in the DCS HIPAA Policy and Procedure: Authorization for Use and Disclosure of Protected Health Information.

ii. Confirming the Identity of the Individual

1. If the request is made in person by a public official: presentation of an agency identification badge or other official credentials, or other proof of government status is required.
2. If the request is in writing from a public official: Confirmation that the request is on the appropriate letterhead.
3. If the request is by a person acting on behalf of the public official: you must have evidence or documentation establishing that the person is acting on behalf of the public official, such as:
 - a. a written statement on the appropriate letterhead that the person is acting on behalf of the government's authority

- b. a contract for services, memorandum of understanding, or purchase order with the government
 - 4. If the request is made by a non-governmental entity and the identity of that person is unknown to DCS, the following information shall be gathered to verify identity:
 - a. Photo Identification
 - b. Certain personal information (e.g. date of birth, SS#)
 - c. Contacting the Client with information on file
 - d. Calling back at a main organizations switchboard
 - e. A signed authorization
 - f. Any other means appropriate and reasonable under the circumstances
 - 5. If the authority of the person requesting information as a Personal Representative is not known to DCS then DCS must verify the authority of the person by any of the following means:
 - a. A signed power of attorney
 - b. A court document appointing the person as guardian
 - c. An adult's knowledge of personal information about an un-emancipated minor to determine the requisite relationship (e.g. parent-child)
 - d. Any other means appropriate and reasonable under the circumstances
 - iii. Use of Professional Judgment
 - 1. DCS staff must exercise professional judgment to consider the best interest of an individual notifying or otherwise communicating with a Client's family members and others involved in the Client's care.
 - iv. Refer to section 1H for further details on how to respond to a phone caller.
- f. Media Events
 - i. In the event that a media event will take place at a location where Clients are present, the following will take place:
 - ii. Follow the Procedure outlined in Section 4.6 of the DCS Governing Policy Manual – Administration for identification of staff and the process for speaking about a program or Client.
 - iii. Obtain the attached *Photograph, Television, Video-Tape, Movie and/or Sound Recording Authorization and Release* form from the Client with

the authorized Signatures prior to allowing Clients to speak to the media.

- iv. Dependents of the court must receive court approval prior to speaking to the media.
- v. Never release any information about a Client to the media without the appropriate authorization.

g. HIV Confidentiality

- i. According to AB3255 and SB2847, It is unlawful for staff/volunteers to reveal a Client's HIV positive status to anyone including other staff, for any reason, without specific written consent.
- ii. No mention of HIV positive status is to be made in the Clients' files, written records, or discussed with other staff.
- iii. Although the law does not address disclosure of AIDS diagnosis, those conditions will also be held confidential and not be documented.
- iv. If a staff person is told by a Client, that s/he is HIV positive, indicate that you would like for her or him to get the appropriate care and information and will assist her/him in this effort.

h. Confidentiality of Correspondences Regarding Clients - Mail

- i. Mail - information sent via US Postal Service, Shipping Carrier (Fed Ex, UPS, etc.), or Local Courier
 - 1. Mail sent from a DCS staff person to a Client should be sent in an opaque envelope and should only have the return address on it, not the name or logo of DCS or the program.
 - 2. Mail containing confidential or protected health information that is sent to another entity by a DCS staff person shall be sent in an opaque envelope and labeled confidential.
 - 3. The name and address of the intended recipient and authorization to release the information shall be verified by the sender prior to being mailed out.
 - 4. Each DCS site shall designate a staff person or persons to retrieve, open, and disseminate mail.
 - 5. The designated staff person shall screen all mail for confidential and protected health information.
 - 6. The designated staff person shall adhere to all California and Federal laws related to the maintenance of confidential information when opening mail and reviewing it's contents.

7. All mail shall be opened in a secure location that is inaccessible to site visitors or other unauthorized personnel.
 8. Mail containing confidential or protected health information should be distributed to the recipient for which it is intended by the end of the working day in which it is received.
 9. Opened mail containing confidential or protected health information shall remain secured until distribution.
 10. Opened mail containing confidential or protected health information shall be taped closed, and labeled *confidential* prior to placement in the staff mail box.
 11. Staff mailboxes shall be kept in a secure location that is inaccessible to site visitors or other unauthorized personnel.
 12. Staff shall make every effort to clear her/his mailbox at the end of each working day.
 13. Inter-office mail containing confidential or protected health information shall be:
 - a. delivered via the public mail system or in- person. If the intended recipient is not available upon delivery,
 - b. the mail shall be placed in a sealed envelope labeled confidential inserted into an inner-office envelope, and placed into the intended recipient's secured office mailbox.
 - c. Staff shall contact the intended recipient within 24 hours to confirm receipt of the information.
 - d. Inter-office mail containing confidential or protected health information should not be left unattended in a non-secured area at any time.
- i. Confidentiality of Correspondences Regarding Clients - Telephone (Land or Cell)
- i. When discussing confidential or protected health information via telephone, the DCS staff person shall notify the caller if the line is not secure (e.g., more than one phone attached to the line or a cell phone).
 - ii. The DCS staff person shall review the confidentiality guidelines as outlined in this Policy and Procedure prior to discussing confidential or protected health information over the phone.
 - iii. A phone call for a Client or a request for confidential or protected health information such as, "Is in your program?", is met with a non-committal response. Staff may take the name and number of the person calling and indicate that someone will return the call, if appropriate.

- iv. Prior to discussing confidential or protected health information about a Client with another caller, the DCS staff person shall verify the identity of the caller as defined in 1E of this policy and procedure and shall confirm that the DCS Client has authorized the DCS staff person to share this information with the caller. Only authorized information shall be shared.
- v. Telephone messages should not be left for Clients with the following exceptions:
 - 1. The person has authorized you verbally and in writing.
 - 2. The staff person is leaving a message with the Parent/Guardian or Legal
 - 3. Representative of the Client and the minor is not old enough to consent for her/his own treatment.
 - 4. The staff person is returning the call of a Client who has not enrolled in the program and the staff person is trying to schedule an Intake.
 - 5. The staff persons will only leave her/his name and number, not the name of the program or agency.

j. Informing Clients of their Confidentiality Rights

- i. **Notice of Privacy Practices:** All Clients shall be informed of their rights to confidentiality verbally and in-writing at intake using the HIPAA Notice of Privacy Practices Form as detailed in the DCS HIPAA Policy and Procedure: “Notice of Privacy Practices” and the DCS “Informed Consent” Policy and Procedure.
- ii. **Limits of Confidentiality Form:** Staff may also provide Clients with the attached “Limits of Confidentiality” form that identifies those components identified in the Notice of Privacy Practices that most often lead to legal disclosures of confidential information. All staff will inform Clients of these limits of confidentiality as indicated in the DCS “Informed Consent” Policy and Procedure.

k. Confidentiality of Records

- i. All Client records shall remain in a locked cabinet in a non-public location (see 2 below) and will not be removed unless signed out for

specific purposes (Refer to “Maintenance of Records” Policy and Procedure)

2. Protecting Confidential or Protected Health Information from Public Access
 - a. Visitors to DCS facilities shall sign in and out upon entrance and exit to the facility, using the attached *Visitors Log*.
 - b. All public access areas shall be void of oral, written, or electronic confidential or protected health information during normal working hours when site visitors are present.
 - c. Every effort shall be made for site visitors to be accompanied by a DCS staff person at all times while visiting an DCS facility. Exceptions to this may include county, state, and federal regulating bodies and approved sub-contracted entities.
 - d. Staff shall ensure that both oral, written, and electronic confidential or protected health information is secured prior to accompanying or allowing a site visitor into a non-public area.
 - e. Staff shall ensure that conversations containing confidential or protected health information are secured via the use of a private and enclosed office, white noise machines, or other sound barriers that protect the oral communications from public disclosure.
 - f. All documents shall be shredded prior to disposal.

3. Exceptions to Confidentiality Regulations
 - a. Information about a Client may be disclosed as defined in the DCS “Confidentiality of Records” P&P and the DCS HIPAA Policy and Procedure: “Authorization for Use & Disclosure of Protected Health Information”.
 - b. Information located in a former or current Foster Parent file shall be available to the licensing agency (Community Care Licensing), the placement agency staff (Health and Human Services Residential Component), and the identified foster family agency personnel (applicable staff) who need access per the performance of their job.