

Collaboration Charter



Promoting access and empowering people with disabilities who are survivors of sexual abuse

A collaboration between Hills & Dales and Riverview Center in Dubuque County, Iowa



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Introduction

United for Change, a collaboration between Hills & Dales and Riverview Center in Dubuque County, Iowa is committed to promoting access and empowering survivors of sexual abuse/violence with disabilities. We aim to create systemic change within our organizations to provide excellent services for all survivors in our community. We recognize that people with disabilities face increased risk for sexual abuse/violence and abuse in general¹. Environment, culture, and social-structural factors filtered through more proximal elements such as community, family, and supports and services impact individuals' risk for abuse/violence, their prevention and coping skills and their ability to access necessary resources to heal. **United for Change** strives to understand the unique risks that people with disabilities face, and their challenges in disclosing experiences of sexual abuse/violence and accessing services. We work to create sustainable, equitable, holistic change in our organizations and our community.

United for Change is the result of a commitment of Hills & Dales and Riverview Center to create sustainable systems change to improve services and supports for survivors with disabilities. We are currently in the first phase of a three-year project to create this change. In this phase we are committed to building our collaboration, assessing how to better provide holistic services for our clients, and developing strategies to address these needs. The second phase will focus on implementation of these changes. This work is funded by a grant from the US Department of Justice, Office on Violence Against Women.

The population of Dubuque County includes people with a wide variety of disabilities. We believe that sustainable systemic change must start with a targeted population and goals in order to expand to effectively address the needs of the larger community. Based on the expertise of our two organizations, our work at this stage is concentrated on people in Dubuque County over the age of 18 who are survivors of sexual abuse/violence and have an intellectual disability. For the purposes of brevity and readability, this target population will be referred to interchangeably in this document as "survivors with disabilities".

This charter outlines the principles upon which this collaboration is based. It will act as a guide for our work. Because this collaboration will extend beyond the three-year grant period, it is a living document which will be reviewed and revised based on the ongoing needs of the collaboration.

¹ Casteel, C., Martin, S.L., Smith, J.B., Gurka, K.K., & Kupper, L.L. (2008). National study of physical and sexual assault among women with disabilities. *Injury Prevention*. 14: 87-90.

Hassounah-Phillips, D., & Curry, M.A. (2002). Abuse of Women with Disabilities: State of the Science. *Counseling Bulletin*. 45(2): 96-104.

Martin, S.L., Ray, N., Sotres-Alvarez, D., Kupper, L.L., Moracco, K.E., Dickens, P.A., Scandlin, D., & Gizlice, Z. (2006). Physical and Sexual Assault of Women With Disabilities. *Violence Against Women*. 12(9):823-837.

Vision

United for Change will empower people with disabilities who are survivors of sexual abuse in their journey from crisis to healing. This collaboration between Hills & Dales and Riverview Center will advocate for a comprehensive service system that is person-centered and accessible.

Mission

United for Change will create a cohesive and holistic service system for people with developmental disabilities who are survivors of sexual abuse in Dubuque County, Iowa. This will be accomplished through innovative agency collaboration which:

- Utilizes multidisciplinary expertise in a person-centered approach to service provision at Hills & Dales and Riverview Center
- Enhances our policies as a way to better communicate and facilitate service provision between partner agencies
- Eliminates barriers to enhance accessible, equitable and flexible service provision
- Cultivates agency cultures that are respectful, safe and empowering

Values

The following concepts create the foundation of our work and will guide the collaboration's efforts to change systems within and between our organizations.

Access: We believe that all survivors have the right to welcoming and flexible services which provide choice and meet their individual needs. We believe that service providers have the responsibility to remove the physical, attitudinal, programmatic and/or communicative barriers that prevent access to their services. Foundational to our work is the belief that people with disabilities are important members of society and have the right to be actively involved in our community and access any and all services and supports offered.

Advocacy: We believe that all voices should be heard and people should be empowered to take a stand to confront systems of oppression. Our collaboration aims to provide people the support and tools to help survivors with disabilities become self-advocates. We believe that by being a recognized presence in our community for systems change, we will help to influence positive outcomes for all survivors in the Dubuque County community.

Communication: We believe that everyone's voice has value, and the right to open, respectful and non-judgmental communication is essential to our work. Central to our work is the belief that everyone has the right to be listened to and understood through the modes of communication with which they are most comfortable.

Confidentiality: We believe that every survivor has the right to share information in a setting with people who are trustworthy. However, we understand that many people we serve are supported in their decision-making by guardians, who also have access to their information. Paramount to our work is ensuring that survivors with disabilities know who has access to their information and have input regarding the distribution of their information if they are unable to fully control confidentiality themselves.

Empowerment: We believe that empowerment is internal to each person and created through opportunities for informed choice. It is our goal that all people have the tools and supports for self-determination and are able to affect change in their lives. We believe that our clients have the right to safe, healthy and support environments, and the right to guide the services and supports they determine are necessary to their healing process.

Equity: We believe that service systems should be flexible to provide services and supports which meet each survivor's unique needs and healing process. We strive to tailor services provided through **United for Change** to the individual experiences, strengths and desires of each survivor. We believe that effective service systems should focus on positive outcomes for all, rather than equal inputs for all.

Innovation: United for Change aims to create significant, sustainable change which embraces new concepts and pushes the boundaries of both organizations. It is our goal to reinvent our service delivery system through creative, dynamic initiatives which are continually developing and improving.

Holism: We believe that our work should address the whole person and ensure that nothing and no one is missed. We believe that in order to create the 'big picture' change outlined in our vision and mission, we must focus on each individual need of our clients.

Person-Centered: We believe that the survivor should be the focal point of all of our work. Our primary concern is creating a service system which adapts to the survivor through individualized, client-driven services based on their input and feedback.

Respect: We believe that each person has a unique lived experience and valid interpretations of it. We value every person's inherent worth and dignity. As part of this, we embrace person-first language which puts the individual, not the disability or circumstance, first and foremost. Through the work of **United for Change**, we strive to understand and appreciate our similarities and differences.

Safety: We believe that everyone has the right to feel physically and emotionally safe, and live without fear. Our collaboration strives to create systems that support safety and foster comfortable and open environments which provide options and choice to survivors with disabilities. It is our goal to empower people to identify 'risk' and access services.

Sustainability: We believe that long-term systems change requires stakeholder endorsement and staff buy-in. We believe that our collaboration must be dynamic and incorporate lessons learned to progress beyond the scope of this grant and respond to the changing needs of our clients and organizations.

Assumptions

These assumptions are based on facts, research and personal and professional experience. They will influence and guide the work that we do. Our work as a collaboration is based on the following assumptions:

1. Sexual abuse/violence is never the fault of the survivor. Victim-blaming silences survivors and promotes rape-supportive attitudes and actions. It can hinder a survivor's recovery and healing process and contradicts our values and goals of our work.
2. People with disabilities are at greater risk for sexual abuse/violence. The risk of sexual abuse/violence for people with developmental disabilities is between four and ten times higher than it is for other adults². Perpetrators use tactics to exploit the vulnerabilities of people with disabilities (such as denying access to adaptive equipment or medication, taking advantage of need for assistance or trusting nature, or further limiting access to services and crime reporting), and people with disabilities have less ability to remove themselves from abusive situations.
3. People with disabilities may lack knowledge of how to identify sexual abuse/violence and how to access services that are available. Abuse/violence may be normalized in the lives of people with disabilities and they may lack the education opportunities to equip themselves with the tools to identify abuse/violence and access services to help them heal.
4. People with disabilities face negative perceptions, and are often less likely to be believed and their input less valued. This can be a reason for increased risk, as perpetrators will believe they will not be caught or prosecuted. It can also serve to disempower people after an experience of abuse/violence.
5. People with disabilities have severely limited options if and when they attempt to leave an abusive environment. Abusers are almost always known to the victim. They are often caregivers or providers of support, and victimization is likely to be repeated³. People with disabilities also face systemic barriers to services.
6. All people have the right to equitable, accessible sexual abuse/violence support services. Services should be flexible and adaptable to the unique needs of all survivors.
7. People with disabilities who have experienced sexual abuse/violence face additional physical, attitudinal and communication barriers to services in addition to discrimination, legal disparities, and caregiver issues.
8. The services provided to survivors with disabilities in Dubuque County can and should be improved to provide options for disclosure and enhance accessibility and equity in services and supports provided. This type of collaboration has not previously existed in the county, and gaps and room for improvement likely exist.

² Sobsey, D. *Violence and Abuse in the Lives of People with Disabilities: The End of Silent Acceptance?* Baltimore, Maryland: Paul H Brookes Publishing Co, Inc., 1994.

³ Baladerian, N. *Sexual Abuse of People with Developmental Disabilities*. *Sexuality and Disability*, 9 (4), 323-335. 1991.

Reitner, S., Bryen, D.N., & Shachar, I. *Adolescents with intellectual disabilities as victims of abuse*. *Journal of Intellectual Disabilities*. 11(4):371-387. 2007.

9. People with disabilities are the experts in their own experiences. Survivors with disabilities should be empowered to be actively involved in the services they receive with the support of those who the survivor thinks can best help them in their decision-making process.
10. Both survivor service providers and disability service providers in Dubuque County lack the knowledge and ability to fully address the short and long-term needs of people with disabilities who have experienced sexual abuse/violence.
11. All members of this collaboration are committed to come together as a team to break down barriers and injustice facing people with disabilities who are survivors of sexual abuse/violence.

Collaboration Members

United for Change is a collaboration between Hills & Dales and Riverview Center of Dubuque County, Iowa. Each organization is recognized within the community as a leader in their respective disciplinary areas. As a collaboration, we are committed to creating sustainable organizational change in order to enhance service delivery for survivors of sexual abuse/violence with disabilities in our community. A team consisting of representatives from each organization, and a project coordinator will facilitate the work of **United for Change** and act as a bridge between the collaboration and the individual agencies.

Hills & Dales

1011 Davis Street
Dubuque, IA 52001
563.556.7878

Website: www.hillsdales.org

Hills & Dales is the lead agency in this collaboration. It was founded in 1973 by Elaine Barwick to care for her son who had significant disabilities. For over 35 years, Hills & Dales has been a leader in providing assistance to people with intellectual disabilities. The organization currently serves and supports individuals at a Residential Center, in their homes, and at the Hills & Dales Community Center. Hills & Dales maintains a focus and emphasis on serving people who have significant physical and intellectual disabilities and who are medically fragile. Within the last two years, supports and services have been provided to approximately 2,800 individuals. The Hills & Dales Residential Center is CARF (Commission on Accreditation of Rehabilitation Facilities) accredited and home to 46 children and adults. The Community Center provides daily multi-generational programming, including a paid work program and skills training, day habilitation, therapy programs, community integration activities, and group respite. Hills & Dales also provides inclusive childcare and preschool for traditional youth aged 0-12 and non-traditional youth aged 0-18 at their DHS licensed facility. Finally, Supported Community Living (SCL) programming and hourly support is provided to persons with developmental disabilities living in apartments and elsewhere in the community. Through offering services that support the whole person and enhance community inclusion, Hills & Dales serves its mission of building meaningful lives for individuals with disabilities. The organization values a quality of life that enhances dignity, upholds rights and encourages choice.

Representatives

Marilyn Althoff, Executive Director – (malthoff@hillsdales.org) – Marilyn has served the Human Services field for over 23 years in various positions. She has worked at Hills & Dales for 20 years and in the role of Executive Director since 2004. She serves on the Iowa State Association of Community Providers Board of Directors, and is the Iowa representative for the American Network of Community Options and Resources. She will provide expertise in local, state and national-level issues facing people with disabilities and will facilitate organizational commitment to our work.

Kate Grebin, MAE– (kgrebin@hillsdales.org) – Kate is a Qualified Intellectual Disabilities Professional (QMRP) at the Hills & Dales Residential Center, and has been with Hills & Dales for over ten years. She will bring to the team knowledge of disability issues and help us to identify barriers, supports needed, and communication methods to be effective in our work.

Tracy Jerret, Director of Finance/Administrative Services – (tjerret@hillsdales.org) – Tracy serves as the Director of Finance and Administrative Services at Hills & Dales. In this position, she oversees the human resource, accounting, quality assurance, and administrative departments. She has a BA in Accounting and has worked in the field for over 20 years. She will act as the fiscal manager for the collaboration.

Riverview Center

2600 Dodge Street

Dubuque, IA 52003

Phone: 563.557.0310

Website: www.riverviewcenter.org

Riverview Center was founded in 1992 due to a strong grassroots movement in western Illinois. The agency was started by two women with a \$50 donation which enabled them to rent a P.O. Box and purchase a roll of stamps. For the next two years, the organization operated on an entirely volunteer basis. In 1997, an office was established in Dubuque, Iowa. Riverview Center is one of the few agencies in the area which provides services specifically for victims of sexual abuse/violence. Unlike other agencies, all services provided are free without regard to sex, race and socio-economic status. These services include a 24-hour crisis hotline, legal and medical advocacy, long and short-term counseling, transition assistance for survivors, and violence prevention education programs. Educators present in every classroom in every school in Dubuque County, and are available to all community groups and businesses. In 2010, over 22,000 people participated in professional trainings and public education conducted by Riverview Center, and the agency responded to almost 700 crisis and referral calls. Riverview Center is committed to providing culturally competent, compassionate, client-centered care for individuals affected by sexual abuse/violence. The organization aims to create a community free of violence through programming that empowers individuals, fosters empathy, and helps to develop skills that emphasize respect, equality and non-violent conflict resolution.

Representatives

Josh Jasper, MSW, CEO/President – (josh@riverviewcenter.org) - Josh has served as the director of Riverview Center since 2006. Prior to this position, he worked with the Los Angeles Police Department domestic violence unit and as a mental health therapist. In this collaboration, Josh will facilitate organizational commitment and foster community awareness of this project.

Jessica Pape, Violence Prevention Educator – (jessica@riverviewcenter.org) - Jessica has worked as a Violence Prevention Educator with Riverview Center since 2009. She will be instrumental in helping the project team plan and integrate changes in agency policy and practice, and will provide insight from the perspective of sexual abuse/violence prevention and support to this project.

History of Collaborative Relationship

This is the first direct collaboration between Hills & Dales and Riverview Center, although we have created community relationships through various activities that have supported each agency. Heightened awareness of the potential need for organizational collaboration was created through an initial educational training from a Riverview Center staff member for Hills & Dales employees. Through this training, staff at Hills & Dales identified the potential for improved service and support provision by integrating expertise from both organizations. Riverview Center also recognized that gaps may exist in their services, limiting accessibility for survivors with disabilities. It was clear that our organizations possessed many of the same philosophies of service and support, and Hills & Dales then contacted Riverview Center to explore collaboration opportunities. Both organizations recognize the need for services to holistically support survivors with disabilities, and the significant risks people with disabilities face for sexual abuse/violence. We share the belief that these individuals should have the same opportunity to heal as survivors without disabilities. We feel that building this collaboration, **United for Change**, is essential to fully realizing our missions of building meaningful lives for persons with disabilities and providing free, comprehensive sexual assault prevention, intervention and advocacy services.

Our organizations, under the leadership of Marilyn Althoff and Josh Jasper agreed to come together to create meaningful lasting change to better assist survivors with disabilities in Dubuque County. The relationship between Hills & Dales and Riverview Center, and the work of **United for Change** is made possible through a grant from the US Department of Justice, Office on Violence Against Women. This grant provides us with the opportunity to create sustainable systems change to improve and integrate the services and supports we provide to survivors with disabilities. Through this grant, and the work of **United for Change**, we will build a long-term lasting relationship to better serve our clients and our community.

Joint Representative

Betsy Danforth, MPH, Project Coordinator - (bdanforth@hillsdales.org) – Betsy serves in a joint position between both organizations as the Project Coordinator for the grant. She is new to both organizations, and has experience in public health policy and programming, and applied medical anthropology research. She will coordinate the grant team, facilitate the development of project deliverables, and oversee implementation activities.

Contributions and Commitments

As agents of change, we have made the following commitments in our work together:

Collaborating Organizations: Hills & Dales and Riverview Center will:

- Provide consistent, appropriate personnel, office space and other supplies necessary to ensure progress in our work.
- Maintain continuous open communication based on the concepts outlined in this charter. This communication will be among staff, board of directors, and to the public through organizational information outlets.
- Create awareness and concern among stakeholders (staff, clients, Board of Directors, volunteers, families, and others directly engaged in our organizations) of the special issues facing survivors with disabilities and the need to enhance services and supports provided.
- Develop an innovative model program between Hills & Dales and Riverview Center based on data collected through the needs assessment. We will work together to develop a strategic plan which addresses gaps in service provision in both organizations.
- Make sustainable changes within each organization to support and advance the mission of **United for Change**, as identified through examination of policy, procedures, knowledge-base, client experience and perspectives, culture and environment of our respective agencies.
- Conduct outreach and advocacy activities to ensure that individuals in our community with disabilities who are victims of sexual abuse/violence receive appropriate assistance.

In addition to the above commitments, Hills & Dales will:

- Provide and share information and expertise on issues that are pertinent to people with disabilities. Hills & Dales will provide technical assistance to Riverview Center to modify policies, protocols, and procedures to ensure equitable access to the services, programs, and activities to support survivors with disabilities.
- Maintain compliance with grant requirements. As the lead agency, Hills & Dales is ultimately responsible for financial and work requirements of this grant.
- Serve as the fiscal agent for the grant.
- Provide office space and supplies for the Project Coordinator.

In addition to the above commitments, Riverview Center will:

- Provide and share information and expertise on issues related to response and prevention of sexual abuse/violence. Riverview Center will provide technical assistance to Hills & Dales to modify policies, protocols, and procedures to ensure equitable access to the services, programs, and activities to support survivors with disabilities.
- Provide Human Resources services for the Project Coordinator.

Grant Team members: The Grant Team consists of the Project Coordinator, the Executive Directors and one staff representative from each collaborating organization. Each member of the Grant Team is integral to the success of **United for Change**. The Executive Directors are essential to include in the Grant Team to create meaningful change and encourage staff and agency-wide support and excitement for our work. Direct service staff from each organization provide insight into the day-to-day processes of service provision and the experiences of our clients. The Project Coordinator will facilitate our work and ensure that the collaboration continues to move forward and advance the mission of **United for Change**. All Grant Team members have an equal voice in the project development process and decision-making. The team members will:

- Attend meetings, work on products and deliverables between meetings when needed, and fully participate in collaboration activities.
- Advocate for change within our organizations and share program information with stakeholders in our respective organizations.
- Keep the team apprised of important information from our individual organizations and disciplines.
- Listen to and acknowledge the expertise of other team members, survivors, and people with disabilities.
- Identify and engage others from our organizations as needed to complete program tasks.

Project Coordinator: This position serves as the dedicated staff to the collaboration. As such, she has special responsibilities, and will:

- Lead the collaboration through key planning and implementation activities.
- Facilitate team meetings and communication among team members and organizations.
- Serve as the contact person for OVW and Vera and for stakeholders of both organizations for all project activities.
- Submit OVW progress reports.
- Draft deliverables and other key products.
- Work with the fiscal manager to execute the project budget.

Fiscal Manager: While not a part of the program development Grant Team, the fiscal manager is an integral part of the collaboration. She will:

- Request and track grant funds.
- Work with the Project Coordinator to develop OVW reports.
- Submit OVW fiscal reports.
- Work with the Project Coordinator and Grant Team to develop and execute the program budget.

Decision Making Protocol

We feel that the process of making decisions is a key part of the decision. It provides an opportunity to empower people to voice their unique perspectives, and to create greater understanding among collaboration partners. All members of the Grant Team will have an equal voice in the decision making process; our goal is to create an environment where all members are satisfied and feel that they are being represented equally and fairly. No major decisions will be made without the input of all members of the grant team. We will also seek input from stakeholders identified as experts on specific issues.

Decision Making Process

To reach decisions, we will use a consensus model of decision making which facilitates listening and participation and can lead to better, more creative decisions. This process will help to ensure that all participants feel ownership in our work. Any grant team member can request the use of this process for any decision the Grant Team may consider. If agreement is not immediately achieved, we will use a consensus decision making model based on the following 5-point gradient scale:

1. It has my full support.
2. I can tolerate it, but have reservations.
3. I'm not sure. I need more information, discussion, or time to think about it.
4. No, but I'm willing to continue discussion on the topic, and it's possible to modify the proposal/my perspective to make it acceptable to me.
5. I will not support it. Further discussion will not change my perspective.

The decision making process for our Grant Team will proceed according to the following steps:

1. The Project Coordinator will check-in with each member of the Grant Team. The individual will share his/her position on the scale, perspective and concerns, and what needs to be done to move toward full support.
2. The Project Coordinator will create a list of concerns that must be addressed for consensus to be achieved.
3. The floor will then be opened to discuss the concerns brought up by team members.
4. After sufficient discussion of all concerns listed, each team member will be asked for their gradient scale score. If all team members identify a '1' or '2' on the scale, consensus will be considered to be achieved.
5. If a team member identifies a '3', they will identify the outstanding issues requiring more information, discussion or time. Depending on their concerns, we may:
 - a. Continue the discussion
 - b. Table the issue until a later time
 - c. Gather more information or bring other stakeholders to the discussion
6. If a team member identifies a '4' or '5', they will provide a recommendation or alternative course of action. The group will then discuss the proposal(s) and vote on which they prefer. Each individual will then rate the winning proposal on the gradient scale. Any team members who identify their position as a '3', '4' or '5' will be asked to share their concerns. Depending on the issues we face, we may:
 - a. continue the discussion
 - b. adapt the proposal
 - c. table the issue until a later time
 - d. gather more information or bring other stakeholders to the discussion

7. If the project team determines that we have reached a stalemate, the Executive Directors may meet to try to come to a resolution. This type of meeting would allow for an open discussion that may involve sensitive organizational information. They would then meet with the Grant Team to discuss the resolution and get approval from the whole team.
8. If we cannot reach consensus at this point, the Project Coordinator will contact Vera technical assistance for mediation.
9. Once a decision is reached, it will be honored by all partners.

We understand that this process may not always work perfectly or smoothly. As we navigate the process of decision making in our work, we will remember our commitment to open, honest communication and the validity of all voices. If a team member's perspective changes, or if new information arises, we as a grant team may revisit decisions and surrounding issues. However, we will publicly honor and commit to all decisions reached in our work.

We also understand that the grant team may not have final decision making authority in many of the systemic changes we identify as necessary. We will work with decision makers (such as the Board of Directors) and staff to create the systems within and among our organizations that will best support survivors with disabilities, and empower them to heal from experiences of violence. All grant team members are committed to advocating for **United for Change** within the collaborating organizations and associated stakeholder groups.

Decision Making Authority

We are committed to a consensus decision making model, however certain collaboration members are empowered to make decisions on specific issues. **United for Change** also recognizes the decision making processes within each collaborating organization and will work with these processes to enact systems change.

Grant Team: The Grant Team is the core operating group for the grant. As such, this group has the authority to:

- Set the direction of the collaboration, including the philosophy, values, and other issues which impact the mission or trajectory of our work.
- Develop grant deliverables, budget, and other products of our work.
- Develop timelines for deliverables and plans for program implementation.
- Internally approve final products and deliverables prior to being distributed or sent to OVW for approval.
- Designate priority areas of concern for our work.
- Approve weekly meeting agenda and minutes.
- Request additional meetings.
- Determine when other stakeholders should be consulted.
- Initiate contact with Vera/OVW when needed.

Project Coordinator: The Project Coordinator manages the **United for Change** project. She has the authority to:

- Manage the day-to-day operational decisions of the project with feedback from the Grant Team as necessary.
- Delegate tasks to Grant Team members as needed.
- Contact Vera/OVW.
- Determine meeting logistics and agenda items.
- Develop and submit OVW progress reports.
- Determine when, with the input of the Grant Team, to implement decision making and conflict resolution protocols. This includes contacting Vera for mediation.

Fiscal Manager: The fiscal manager has the authority to:

- Submit OVW fiscal reports.
- Pull down grant funds based on recurring costs and the budget approved by the Grant Team.

Executive Directors: As the leaders of the collaborating organizations, the Executive Directors have special authority to implement systems change within Hills & Dales and Riverview Center. Their authority, in regard to the collaboration's work is:

- Determine when an issue should be brought to the attention of an organization's Board of Directors, or to organization staff for discussion or approval.
- Review and approve any program activities which may impact their organization's budget.
- Review and approve any policy or programming changes what may result from our work.
- Meet when the Grant Team has reached a stalemate in the decision making process to discuss organizational perspectives related to the issue.

Conflict Resolution

We encourage multiple perspectives and diversity in our collaboration in order to gain a richer and deeper understanding of the work we do. We recognize that conflict is a part of the collaborative process, and we will not allow it to derail our work. If conflict arises, we will remain committed to the values of the collaboration, and agree to:

- Engage in open, respectful communication.
- Keep an open mind in all collaboration activities.
- Explore multiple options.
- Actively listen and try to understand others' perspectives.
- Commit to identifying the source of the problem and solving it.
- Focus on the issues, not the individual.
- Keep conflict discussions confidential, and not discuss beyond Grant Team meetings.

We will use the following steps to resolve conflicts within our collaboration. These steps stem from our consensus model of decision making. The previously outlined 5-point gradient scale will be used to check in with all individuals involved.

1. Meet as a Grant Team (and with other involved stakeholders if necessary) to discuss the issue. If an individual feels that they cannot bring a conflict to the entire group, they may consult with the Project Coordinator (or the Project Coordinator's supervisors).

2. Identify and define the issue(s). All individuals will be given the opportunity to voice their perspective.
3. Clarify, discuss, and generate possible solutions. Solutions should promote collaboration and teamwork.
4. Determine if resolution has been reached internally. If not, Executive Directors will meet to discuss sources of disagreement and create a proposal for a course of action. If no joint understanding can be reached, our Vera technical assistant will be contacted to mediate.
5. If no agreement is made after the Vera mediation is concluded, the Vera associate will decide if another Vera staff is needed, or if OVW should be contacted.

As we move through the process of our work, we may face conflict outside of the grant team, especially in the implementation phase. We, as a collaboration, will work with staff and clients to help them understand the necessity of systems change, and the values of our work.

Communication Plan

Communication is essential to a successful collaboration. In our collaboration, we value open, respectful, and non-judgmental communication which encourages participation and welcomes alternative perspectives. We strive to promote positive messages and discourage defensiveness and hostility. Attitudes and actions are generated through the words we use, and the communication strategies that are employed by our organizations, our Grant Team, and by us as individuals. All communication will be based on people-first language that values the person and their strengths.

Internal Communication Plan

- The Grant Team will meet weekly during the initial development phase. We will meet as needed after that, no less than once per month.
 - If a team member cannot attend a scheduled meeting, the meeting will take place as planned. If no representative from an organization is available to attend, the meeting will be rescheduled or cancelled based on a consensus decision of the entire Grant Team.
 - Smaller working groups within the Grant Team may be developed and will meet as needed. All small group activities will be reported to the whole Grant Team at the next meeting.
 - The Project Coordinator will develop team meeting agendas and e-mail to the Grant Team at least one business day prior to the meeting for review.
 - The Project Coordinator is responsible for team meeting notes, and will distribute notes via e-mail within three days of the meeting. Meeting notes are not considered confidential, but will be approved by the Grant Team before distribution beyond the team.
- Communication within team meetings will be respectful, where all perspectives and opinions will be valued. Meeting discussions will be considered confidential (per the confidentiality agreement) to foster open and honest communication. Team members are expected to be proactive in seeking clarity in discussions and reducing misunderstandings among individuals and disciplinary perspectives.
- Outside of team meetings, e-mail will be the preferred method of communication among Grant Team members. Additional communication will be accomplished through phone contact and meeting one-on-one, as necessary.

- Members of the Grant Team will present team activities and relevant messages to their respective organizations at the weekly management meeting (Hills & Dales) and monthly all-agency meeting (Riverview Center) as well as through all-staff list serves at each organization, and other forms of communication as appropriate.
- The Project Coordinator will write a quarterly report of grant activities for distribution to stakeholders at our organizations. Other reports will be written and distributed at important stages of the grant process, such as summary of needs assessment and strategic plan.
- The Executive Director of each organization will update the Board of Directors at least quarterly on grant activities.

External Communication Plan

Ongoing and consistent external communication will increase the likelihood of stakeholders and the public working with us for systems change. All external communication will promote positive and uniform messages consistent with our mission and values.

- External technical communication:
 - Both the Project Coordinator and the Fiscal Manager will be key contacts for OVW.
 - The Project Coordinator will prepare the OVW progress reports and submit them through GMS.
 - The Fiscal Manager will prepare the financial reports for OVW and submit via GMS.
 - The Project Coordinator will be the key contact with the Vera Institute of Justice. E-mail will be the primary mode of communication, in addition to bi-weekly phone conversations with our Vera technical assistant.
 - Other Grant Team members can initiate communication with Vera and OVW as needed.
- External communication to stakeholders:
 - All external communication to stakeholders regarding collaboration activities will be approved by the Grant Team.
 - Recurring communication outlets for Hills & Dales which may be used for distributing messages about **United for Change** include (for stakeholders) Annual Report, CNN staff newsletter (monthly), Executive Director's Report, town hall meetings and paycheck stuffers, (and for the larger community) the Happenings Newsletter (quarterly), as well as the website (www.hillsdales.org) and Facebook page.
 - Recurring communication outlets for Riverview Center which may be used for distributing messages about **United for Change** include (for stakeholders) the quarterly newsletter, President's Report, Annual Report, monthly all-agency meeting, Constant Contact electronic mailings, as well as (for the larger community) the website (www.riverviewcenter.org), Facebook page, Twitter feed, YouTube channel, and LinkedIn page.
- Media Relations:
 - The Executive Directors of Hills & Dales (Marilyn Althoff) and Riverview Center (Josh Jasper) will act as spokespeople for the collaboration when media requests information about the collaboration. Their comments will be based on the talking points developed by the collaboration.
 - At different stages of the project, press releases and/or conferences may be considered to inform the community of collaboration activities. These messages will be approved

- by the grant team with the input of the Development Departments of our organizations, and shared with organization staff before public release.
 - The Project Coordinator will keep a log, with the support of the Development Departments, of all media contacts and coverage regarding **United for Change** activities.
- Crisis Communication:
 - Crisis communication will be based on the mission and values of the collaboration. We will use the opportunity to educate the public on issues of sexual abuse/violence against people with disabilities.
 - The Executive Directors are the only two people authorized to speak to the media on behalf of the collaboration in a crisis situation. They will stand together to talk about any crisis situation related to the work of **United for Change**. This will create a public image of the collaboration and unity our work seeks to achieve.
 - Any media requests for comment to other members of our organizations will be referred to the appropriate contact.
 - If both spokespeople are out of town or otherwise unavailable, the Project Coordinator will appoint a third person to serve as the collaboration's media spokesperson.
 - Neither organization will comment on a crisis situation involving collaboration activities or a collaborating organization before notifying the Grant Team and getting input from the other organization.
 - We aim to be proactive in a crisis situation. If possible, the Development Departments of our organizations together with the Executive Directors and Project Coordinator will craft a consistent message to be distributed by both organizations when a crisis event has occurred.

Media Talking Points

These talking points will be used by both organizations when presenting **United for Change** to the public. They will be revised and developed as our work changes, and the specific actions that will be taken for systems change become more clear.

Who

- **United for Change:** Promoting Access and Empowering People with Disabilities who are Survivors of Sexual Abuse
 - a collaboration between Hills & Dales and the Riverview Center
 - in Dubuque County, Iowa.
- Hills & Dales serves and supports people with and without developmental disabilities through residential services, day habilitation, sheltered work opportunities, respite services, child care, and congregate meals. We maintain a focus and emphasis on serving people who have significant physical and intellectual disabilities and who are medically fragile.
- Riverview Center provides free, confidential services including advocacy and counseling to survivors of sexual violence. We also present violence prevention education curricula in every classroom in every school in Dubuque County, and to community groups and businesses.

What

- Our vision is to create a comprehensive service system that is person-centered and accessible.
 - We will empower people with disabilities who are survivors of sexual abuse/violence in their journey from crisis to healing.

- The purpose of our work is to (from mission):
 - Utilize multidisciplinary expertise in a person-centered approach to service provision at Riverview Center and Hills & Dales
 - Enhance policy to better communicate and provide services between partner agencies
 - Eliminate barriers to enhance accessible, equitable and flexible service provision
 - Cultivate agency cultures that are respectful, safe and empowering

How

- This is a long-term project initially funded by a three-year federal grant from the US Department of Justice, Office on Violence Against Women.
- The project is currently in the planning phase.
 - We are creating a strategic plan to improve sexual abuse/violence and disability service systems between our agencies.
 - We will begin to implement this plan in 2012.

Why

- People with disabilities are at an increased risk for sexual abuse/violence. They also face additional barriers in accessing services.
 - People with disabilities are 4 to 10 times more likely to be sexually assaulted than the general population⁴.
 - 97% to 99% of abusers are known and trusted by the victim/survivor who has an intellectual disability⁵.
 - Women with intellectual disabilities are less likely to contact rape crisis centers in general, and if they do report an experience of sexual abuse/violence, they are more likely to report to police, rather than to rape crisis services⁶.
- All people have the right to equitable, accessible sexual abuse/violence support services.
 - Survivors with disabilities should be empowered and actively involved in the services they receive with the support of those who they think can best help them in their decision making process.
- The services provided to survivors with disabilities in Dubuque County can and should be improved to provide options for disclosure and enhance accessibility and equity in services and supports provided.
- All members of this collaboration are committed to come together as a team to break down barriers and injustice facing people with disabilities who are survivors of sexual abuse/violence.

⁴ Sobsey, D. *Violence and Abuse in the Lives of People with Disabilities: The End of Silent Acceptance?* Baltimore, Maryland: Paul H Brookes Publishing Co, Inc., 1994.

⁵ Baladerian, N. *Sexual Abuse of People with Developmental Disabilities*. *Sexuality and Disability*, 9 (4), 323-335. 1991.

⁶ Nannini, A. *Sexual Assault Patterns Among Women With and Without Disabilities Seeking Survivor Services*. *Women's Health Issues*. 16(6):372-379. 2006.

Confidentiality Protocol

To achieve the vision of **United for Change**, we must ensure a safe, supportive and confidential environment for team members, staff, and the people we serve. Without the trust and safety created through a commitment to confidentiality, we cannot help to empower survivors with disabilities in their journey from crisis to healing. Although many survivors with disabilities may not have total control over who has access to their information, we will ensure that they have a central voice regarding the distribution of their information.

Hills & Dales and Riverview Center are mandatory reporters of dependent adult abuse. Riverview Center also functions under Iowa Code 915.20A (Victim Counselor Privilege). Both Hills & Dales and Riverview Center have organizational confidentiality policies which are provided in Appendix A. These policies are in place to uphold our clients' best interest and safety. Employees of each organization will continue to follow these policies in their daily work.

Hills & Dales views all materials in an individual's record as confidential, and limits staff access to client information. Hills & Dales may release protected information to a caregiver or guardian; however clients and their guardians have the right to ask for limitations on the distribution of protected health information. Riverview Center will only disclose personal information when required to do so to fulfill mandatory reporting requirements, when a court has ruled that a client has waived their right to privilege, or when a client has signed a Consent to Release form. A review of these policies will be conducted as part of the needs assessment, and policy changes may be made in the implementation phase of this project.

In our work through **United for Change**, we commit to the following:

Confidentiality of the People We Serve

We uphold and respect the right to confidentiality for all individuals. Information about the individuals we serve will be regarded by team members as confidential, and not shared outside the team without the express, written permission of the individual. Information about individuals we serve will only be shared within the collaboration for the purpose of advancing our work as a collaboration in creating systems change. No personally identifying information concerning clients of either organization will be shared and all discussions will be in compliance with each organization's confidentiality policies and governing legal authority (for example, Iowa Code 915.20A Victim Counselor Privilege for Riverview Center, HIPPA for Hills & Dales).

Confidentiality of Collaboration Partner Information

We feel strongly that a sense of safety and comfort needs to be established in order to enable an effective working environment. We understand that information about individual team members or our organizations may be shared to improve delivery and access to services among people with disabilities who may have experienced sexual abuse/violence. This information may include, but is not limited to, personal disclosures of abuse/violence, job-related concerns, organization financials, service delivery protocols, and personnel capacity. Collaboration partner information will only be used to guide and enhance our work, and not in any punitive manner. To ensure a safe and open collaborative environment, information about individuals and organizations involved in the collaboration will be treated with respect and care, and never shared outside the Grant Team.

Needs Assessment Confidentiality

The accuracy of the needs assessment and the effectiveness of resulting strategic plans are based on the confidentiality ensured to participants. All participants will be reminded of mandated reporting requirements prior to participation in the needs assessment. They will also be informed of how the information will be used, the risks and benefits of their participation, and information about resources for services in Dubuque County. Information will be explained using language and/or in a mode understandable to the participant. Any interviewee will be allowed to terminate his/her participation in the needs assessment at any time. Focus group participants must agree to and sign a confidentiality agreement prior to participation. Signatures will be kept separate from data collected, under the protection of the Project Coordinator. This agreement will be explained to each participant in a way that is understandable to him/her. It will be modeled on the Group Confidentiality Agreement used by Riverview Center for group therapy sessions, provided in Appendix B. An individual's participation or refusal to participate will not impact his/her ability to receive sexual abuse/violence or disability services or his/her employment or relationship with either organization. For those individuals with guardians who are included in the needs assessment, information will be sent to the guardian explaining the needs assessment, confidentiality protocol, and how the data will be used. Passive consent will be assumed, and the guardian will be invited to contact Hills & Dales with any concerns. Individual identifiers will be removed from data by the Project Coordinator immediately after data collection. Only aggregate data will be distributed or discussed outside of the Grant Team.

Mandatory Reporting

The safeguards created through our confidentiality protocol lessen the likelihood that mandated reporting requirements will be triggered by the information shared. However, we acknowledge that this confidentiality protocol does not negate our responsibilities as mandated reporters. Iowa Code Chapters 235B (Adult Abuse) and 235E (Dependent Adult Abuse in Facilities and Programs) require that all persons, who in the course of employment, examine, attend, counsel, or treat a dependent adult and reasonably believe the dependent adult has suffered abuse shall report the suspected dependent adult abuse. This includes all staff at both of our organizations. See Appendix C for an overview and statutory definitions of relevant mandatory reporting and confidentiality laws codified in Iowa. Anyone who fails to report a suspected case of abuse commits a simple misdemeanor, is civilly liable for the damages proximately caused by the failure, and may be subject to organizational discipline.

If a disclosure is made or becomes apparent through our work, staff will follow their organization's respective reporting and confidentiality policies. If a report of sexual abuse is discovered and filed by Hills & Dales, as part of their response protocol, they will contact Riverview Center for an advocacy services. There is not the expectation that any mandatory reports filed in the course of our work will be shared with the grant team. Our work is based on the assumption that all policies and mandates have and will be correctly followed.

Work Plan

The following is our plan of work. It is an estimate, and will be continually revised. All steps will be carried out with consultation from Vera and OVW, and work will not progress until each deliverable is approved by OVW. We have a three-year time frame for activities funded by this grant, however the work of the collaboration will continue indefinitely.

<u>Activity</u>	<u>Tasks</u>	<u>Time Frame/Completion Date</u>
Grant Awarded		October 2010
New Grantee Orientation		November 2010
Develop Grant Team and hire Project Coordinator		December 2010
Develop Collaboration Charter	<ul style="list-style-type: none"> ▪ Develop Mission, Vision and Values of our work ▪ Determine the protocols and policies for our work ▪ Elicit feedback from Vera 	January 2011 – May 2011
Submit Collaboration Charter to OVW		May 2011
Develop Needs Assessment Proposal	<ul style="list-style-type: none"> ▪ Develop methodology and data collection tools ▪ Determine sampling protocol ▪ Elicit feedback from Vera 	May 2011 – September 2011
All-Site Meeting		June 2010
Submit Needs Assessment Proposal to OVW		September 2011
Conduct Needs Assessment	<ul style="list-style-type: none"> ▪ Implement needs assessment proposal 	October 2011-December 2011
Develop Needs Assessment Report	<ul style="list-style-type: none"> ▪ Analyze data (create themes, code, run statistics, etc.) ▪ Determine key findings ▪ Elicit feedback from Vera ▪ Write report 	November 2011 – January 2012
All Site Meeting		November 2011
Submit Needs Assessment Report to OVW		January 2012
Develop Strategic Plan and Implementation Phase Budget	<ul style="list-style-type: none"> ▪ Review needs assessment findings ▪ Identify gaps in service provision ▪ Determine priority areas for systems change ▪ Develop implementation strategies ▪ Determine implementation costs ▪ Elicit feedback from Vera 	March 2012 – June 2012
Submit Strategic Plan to BODs for approval	<ul style="list-style-type: none"> ▪ Elicit feedback from BOD and other stakeholders ▪ Revise and finalize plan 	June 2012
Submit Strategic Plan to OVW		July 2012
Implement Strategic Plan		August 2012

End of grant period: 9/30/2013

Glossary of Key Terms

We use these terms in the language of our charter, and our larger ongoing work. We understand that many of these terms can vary in their meaning. To ensure consistency in our work and to avoid misunderstanding, we explicitly define the following terms and concepts:

Abuse/Violence: To intentionally cause harm (in any form) or pain to someone else. Due to the lack of cohesion in the way the staff at both organizations construct and use these terms, we are using them interchangeably at this point. We will revisit this terminology as the collaboration progresses. Abuse occurs when people mistreat and disrespect others in a way to try to exercise control over them, consciously or not. Violence is a serious public health issue that encompasses abuse as a larger societal construction. These overt, direct, disrespectful behaviors can be physical, sexual, or emotional/psychological.

Accessibility: The degree to which products, programs, services or places have the capacity to be used by all people and are free from attitudinal, cultural, communication and physical barriers. In general terms, accessible things are easy to approach, enter, operate, participate in, and/or use safely and with dignity⁷. Creating accessibility in programming involves planning for alternatives and finding solutions to ensure that all people have equal opportunity to access services and programs from which they can benefit.

Active Treatment: Implementation of a professionally developed and supervised individual plan of care that is developed and implemented by an interdisciplinary team⁸. An active treatment program is: “aggressive, consistent implementation of a program of specialized and generic training, treatment, health services and related services, that is directed towards:

1. The acquisition of the behaviors necessary for the client to function with as much self determination and independence as possible; and
2. The prevention or deceleration of regression or loss of current optimal functional status.

Active treatment does not include services to maintain generally independent clients who are able to function with little supervision or in the absence of a continuous active treatment program.”⁹

Advocate (noun): A person who has received training to work with survivors and provide short and long-term emotional support, information, options, and assistance in legal and medical issues related to the survivor’s experience. They act as a liaison between the survivor and law enforcement, emergency room and other medical personnel, and others throughout the criminal justice process to ensure that survivors’ rights are protected. Central to their work is respect for survivors’ choices and decisions concerning their assault to help them regain control in their lives.

Advocate (verb): To intervene on behalf of, or representing, another person or cause¹⁰.

⁷ www.accessingsafety.org

⁸ Iowa Department of Human Services Medicaid Guide

⁹ Medicaid: 42 CFR 483.440(a)

¹⁰ www.accessingsafety.org

Collaboration: 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 alone¹¹. This relationship includes commitment to mutual relationships and goals; a jointly developed structure and shared responsibility; mutual authority and accountability for success; and sharing of resources and awards¹².

Confidentiality: The ethical principle and legal right that a professional will hold all information relating to a client in confidence, unless the client gives consent permitting disclosure or unless disclosure is required by the law¹³. In respect to medical information governed by HIPAA, confidentiality is the right of an individual to have personal identifiable information kept private, and that personal health information is not available or disclosed to unauthorized persons or processes¹⁴.

Consensus: General agreement among the members of group or community, each party of which has an equal right and responsibility to decision making and follow-up action¹⁵.

Consensus Decision Making: A cooperative decision making process that seeks reach decisions that best satisfies the whole group and resolves or mitigates minority objections. It requires that all group members have a common goal and are willing to work together on problems openly and creatively.

Counseling (for sexual abuse/violence survivors): Short or long-term in nature, provided to the survivor and non-offending family members in individual and group settings. The survivor is regarded as the authority on what is best as they work to redefine themselves to reduce the effects of the trauma and to maximize their safety.

Culture: The learned and shared knowledge that people use to generate behavior and interpret experiences.

Cultural Competency: The ability to interact effectively with people of different cultures. It requires an awareness of one's own culturally defined worldview, a positive attitude toward cultural difference, knowledge of different cultural practices, belief systems and worldview, and ability to adapt to the diversity of cultural contexts one encounters. Services and systems that are culturally competent foster equity and social justice.

Day Habilitation: Assistance with acquisition, retention, or improvement of self-help, socialization and adaptive skills which takes place in a non-residential setting. These services focus on enabling the individual to attain or maintain his or her maximum functional level in areas such as social skills, communication skills and behavior management.

¹¹ Fieldstone Alliance

¹² www.accessingsafety.org

¹³ www.accessingsafety.org

¹⁴ Health Insurance Portability and Accountability Act Subpart C (68 FR 8376, Feb. 20, 2003; section: 164.304)

¹⁵ www.accessingsafety.org

Developmental Disabilities: Severe chronic disabilities that can be cognitive or physical or both. The disabilities appear before the age of 22 and are likely to be lifelong¹⁶.

Disability: A condition or function judged to be significantly impaired relative to the usual standard of an individual or group. The term is used to refer to individual functioning, including physical impairment, sensory impairment, cognitive impairment, intellectual impairment, mental illness, and various types of chronic disease¹⁷. The experience of disability is a product of an interaction between characteristics (e.g., conditions or impairments, functional status, or personal and social qualities) of the individual and characteristics of the natural, built, cultural, and social environments. The construct of disability is located on a continuum from enablement to disablement. Personal characteristics, as well as environmental ones, may be enabling or disabling, and the relative degree fluctuates, depending on condition, time, and setting. Disability is a contextual variable, dynamic over time and circumstance. Environments may be physically accessible or inaccessible, culturally inclusive or exclusive, accommodating or unaccommodating, and supportive or unsupportive¹⁸.

Disclosure: The act of sharing personal information which might, under other circumstances, be kept secret¹⁹.

Domestic Violence: Harmful behaviors used by a person in a relationship to control another. The relationship may be by marriage, family, dating, living together or dependent adults and their guardians.

Ecological Model: This model constructs 'vulnerability' as the result not of individual circumstances but as stemming from expanding levels of influence which interact to create individual phenomenological lived experiences, 'vulnerability' and 'risk'. These levels can be generally defined as:

- *Individual* – the personal attributes of an individual.
- *Microsystem* – the individual's immediate environment (family, caregivers, residence). This level consists of bidirectional personal relationships.
- *Exosystem* – a person's community (education facilities, leisure activities, employment, church, etc). Impacts from this level will likely be largely mediated and affected by people in the microsystem.
- *Macrosystem* – The wider culture and society (cultural norms and beliefs, laws and regulations). At this level, the individual may not directly be bidirectionally engaged, but will at least be unidirectionally impacted by it. This is the hardest level to change, especially cultural values and norms.

This model stresses the person-environment interactions so that the ways that people experience these levels and interact with them varies by individualized circumstances. Therefore, changing any domain of the model will impact and cause change to other domains and reshape the formulation of risk and human functioning²⁰.

¹⁶ AAIDD

¹⁷ www.disabledworld.com

¹⁸ National Institute on Disability and Rehabilitation Research (NIDRR)

¹⁹ www.accessingsafety.org

²⁰ Hollomotz, A. (2009). Beyond 'Vulnerability': An Ecological Model Approach to Conceptualizing Risk of Sexual Violence against People with Learning Difficulties. *British Journal of Social Work*. 39:99-112.

Empowerment: The ability of people to participate fully in the decisions and processes that shape their lives²¹. Empowerment not only includes access to decision-making, but includes processes that lead people to perceive themselves as able and entitled to make decisions, and the ability to shape the choices that are offered.

Equity: The condition when everyone has the opportunity to attain their full potential and no one is disadvantaged from achieving this potential because of their social position or other socially, culturally, or physically determined circumstance²².

Grant Team: The grant team consists of the Project Coordinator, the Executive Directors of Hills & Dales and Riverview Center, and a direct service staff member from each organization. As a team, we will guide the process of systems change to improve services in Dubuque County for survivors with disabilities.

Health: State of complete physical, mental and social well-being and not merely the absence of disease or infirmity²³.

Holism: A totalizing, all-encompassing perspective that understands the human experience as within an interconnected web of social-structural, cultural, environmental and personal processes influenced by history and future potentials. This perspective ensures that all aspects of an issue are considered and all perspectives are taken into consideration.

Intellectual Disability: A disability characterized by significant limitations both in intellectual functioning and in adaptive behavior, which covers many everyday social and practical skills²⁴.

Medically Fragile: A person in a stable condition, but who is dependent on life sustaining medications, treatments, equipment and has the need for assistance with activities of daily living.

People-First Language: Language that puts the person before the disability. The disability is a secondary attribute to the person. This type of discourse places focus on the humanity of the person. People-first language can also be applied to people who have experienced abuse/violence²⁵.

Schalock, R. D. et al. (2010). *Intellectual Disability: Definition, Classification, and Systems of Supports* (11th Edition). AAIDD: Washington,DC.

²¹ United Nations Development Programme. (1995) *Human Development Report 1995*. New York: Oxford University Press.

²² Adapted from Centers for Disease Control and Prevention definition of “health equity”:
<http://www.cdc.gov/socialdeterminants/Definitions.html>

²³ World Health Organization. (1946). Preamble to the Constitution of the World Health Organization as adopted by the International Health Conference, New York, 19-22 June, 1946.

²⁴ AAIDD

²⁵ For more information, see www.disabilityisnatural.com.

Person-Centered: A philosophy of planning and service provision which emphasizes empowering individuals to define and direct the services and supports they receive to achieve their goals. All actions are driven by a construction of the consumer as an agentive actor in their lives, and all services are conducted through a dynamic partnership among the person, their family, and the planning team.

Respite Services: Organized group activities in a community-based setting along with personal care services, or individual in-home or facility-based activities and support. These services provide social activities and services to adults and children with disabilities and provide caregivers respite from their normal care-giving activities.

Safety: Freedom from harm, fear, or the risk of harm. It is a basic human right and individually defined.

Sexual Abuse/Violence: Actions of a sexual nature that violate a person's trust and feeling of safety. It occurs any time a person is forced, coerced, and/or manipulated into any unwanted sexual activity. Examples include a wide spectrum of verbal and physical behaviors, such as comments, accusations, coerced nudity, intentional touching of private or intimate parts over or under clothing, or any form of sexual contact. It occurs any time a person does not give consent, is unable to give consent, or when the sexual conduct is occurring with a professional or service provider. This also includes any other incidents of sexual harassment as well as sexual harassment using technology.

Sheltered Workshop: A facility or program that provides vocational experience in a controlled working environment to people with disabilities.

Stakeholder: One that has an interest in and connection to the outcome of a certain gain or loss²⁶. In this document, 'stakeholders' means staff, clients, Boards of Directors, families, volunteers, and others who can affect, or be effected by, the success or failure of **United for Change**.

Survivor/Victim: A person who has experienced abuse/violence. A survivor is a person who has continued to live, prosper or remain functional after a traumatic event; considered an empowering term preferred by the violence against women movement. The use of both terms recognizes two perspectives on the experiences of people who have experienced domestic violence, sexual assault, and stalking²⁷. Our collaboration chooses to use the term 'survivor'; however, Iowa code and other entities with which we may work incorporate the term 'victim'.

Survivors with Disabilities: People in Dubuque County over the age of 18 who are survivors of sexual abuse/violence and have a intellectual disability. This term refers to our target population.

Systems Change: The modification of the policies, practices, and culture of a system in a manner which results in long-lasting, fundamental changes in the way that systems operate in an effort to eliminate barriers and holistically improve service quality. These modifications are meaningful and sustainable, and not dependent on short-term funding or special initiatives.

²⁶ www.accessingsafety.org

²⁷ www.accessingsafety.org

Vera: Shortened term for the Vera Institute of Justice. It is a nonpartisan nonprofit who works to improve justice and safety systems through policy and practice research and technical assistance²⁸. Vera provides technical assistance to **United for Change** in our work for systems change.

Violence Prevention Education: Educational programming for children and adults to help enact change in our cultural biases and assumptions. Programming for children addresses such topics as body safety, healthy versus unhealthy relationships, sexual harassment, sexting, gender stereotyping, bullying, cyberbullying, and internet safety. Education for adults highlights positive role modeling and healthy parenting techniques, and strives to change attitudes and beliefs about gender roles, stereotypes, and violence in our society.

Acronyms:

- AAIDD American Association on Intellectual and Developmental Disabilities
- ABS Applied Behavior Support
- BOD Board of Directors
- CARF Commission on Accreditation of Rehabilitation Facilities
- DHS Department of Human Services
- DIA Department of Inspections and Appeals
- ICASA Iowa Coalition Against Sexual Assault
- HCBS Home Community Based Service
- HIPAA Health Insurance Portability and Accountability Act
- ICF/ID Intermediate Care Facility for the Intellectually Disabled
- IME Iowa Medicaid Enterprise
- OVW U.S. Department of Justice, Office on Violence Against Women
- QIDP Qualified Intellectual Disabilities Professional
- SCL Supported Community Living
- SIB Self-Injurious Behavior

²⁸ www.vera.org

Appendix A: Organizational Privacy Policies

- a. Hills & Dales “Notification of Privacy Practices”
- b. Riverview Center “Explanation of Your Right to Confidentiality”

Hills & Dales

Notice of Privacy Practices

Effective Date: April 14, 2004

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

If you have any questions about this notice, please contact our Privacy Officer at (563) 556-7878.

OUR ASSURANCE REGARDING MEDICAL INFORMATION:

We understand that health, including mental health, information about you is personal. We are committed to protecting your health information. We create a record of the care and services you receive from Hills & Dales. We need this record to provide you with quality services and to follow certain legal and licensure requirements. This notice applies to all of the records of your services created by Hills & Dales in regards to protected health information (PHI).

This notice will tell you about the ways in which we may use and give out health information about you. We also explain your rights and the responsibilities we have regarding the use and giving out of health information.

We are required by law to:

- Make sure health information that identifies you is kept private;
- Give you this notice of our legal responsibilities with respect to your health information; and
- Follow the terms of this notice that is currently in effect.

WHO WILL FOLLOW THIS NOTICE:

This notice describes our agency's practices and that of:

- Any health care professional authorized to enter or review information in your treatment record;
- All programs of Hills & Dales;
- Any member of a volunteer group we allow to help you while you are being helped by a Hills & Dales staff;
- All employees, staff, students or other Hills & Dales personnel and committee members.
- Hills & Dales programs follow the terms of this notice except those listed above. In addition, these programs may share health information with each other for treatment, payment or agency operations purposes described in this notice.

HOW WE MAY USE AND DISCLOSE THE HEALTH INFORMATION ABOUT YOU:

For Treatment: We may use health information about you to provide you with health care, treatment or services. We may give out the minimum necessary health information about you to doctors, nurses, health care interns or students, clergy, social workers, counselors, direct care staff, pharmacists or others who are involved in your care. For example, we may give out information to a case manager/income maintenance manager to coordinate your services.

Different departments of the agency also may share health information about you in order to coordinate your medical and mental health treatment. For example, our health department may disclose health information that may affect your diet with the dietary department.

We may also give out your health information to staff and others working outside of Hills & Dales who serve on agency committees that impact you. For example, members of the agency's Human Rights Committee may discuss your health information for purposes of determining the appropriateness of restrictive programming.

We may also give out your health information to other health care providers for purposes related to your service. For example, a referral to a specialist or a school nurse.

For Payment: We may use and disclose health information about you so that the treatment and services you receive from Hills & Dales may be billed to and payment may be collected from you, an insurance company or a third party payer such as a county. For example, we may contact your health insurer to certify that you are eligible for benefits and what type of benefits. We may provide your insurance company with details regarding your service to determine if the insurer will cover or pay for your treatment.

We may also give out health information to other health care providers and entities to assist in their billing and collection efforts.

For Health Care Operations: We may use and give out health information about you for use of agency operations. These uses and disclosures are necessary to run the agency and make sure that all of the individuals being served receive quality services. For example, we may use health information for the purpose of quality assurance and improvement; reviewing the performance or qualifications of our staff; licensing; accreditation; business planning and development; and general administrative activities. Personal health information will be taken out unless it is necessary for regulatory staff or other persons to review our work.

Individual's records will be handled by authorized people and stored in designated secure areas. Only authorized people will have access to both open and closed files.

We may use or give out health information during meetings held on your behalf to discuss your treatment and/or services needs. Individuals in these meetings may include, but is not limited to Program Directors/Administrators, a nurse, family/support person, physical/occupational therapist, psychologist, or direct care staff.

Appointment Reminders: We may use or give out health information to contact you as a reminder that you have an appointment for health/treatment services.

Business Associates: There are some services provided in our agency through contracts with business associates. Examples include, financial audits, computer software vendors, etc. We may disclose your health information to our business associates so they can perform the job we've asked them to do. To protect your health information, however, we require the business associate to appropriately safeguard your information.

Treatment Alternatives: We may use and give out health information to tell you about possible treatment options that may be of interest to you.

Health-Related Benefits and Services: We may use and give out health information to tell you about health-related benefits, health services or health education classes that may be of interest to you.

Fundraising Activities: We may use information about you in order to help us raise money for Hills & Dales. We will not use any health information for agency marketing or fund raising without written authorization.

Hills & Dales Directories/Rosters of Persons Served: Hills & Dales keeps a list of persons being served. We maintain rosters at the ICF/MR and Community sites for the agency to conduct its business and for the agency's staff and advocate committee(s) to perform their duties in regard to your services, treatment and training. These lists may be used for administrative support to get phone calls to appropriate staff. We may also give out health information about you to agencies helping with a disaster relief effort (i.e. fire, tornado) so that your family can be told about your location and condition.

Hills & Dales also keeps a list of persons we have served which includes name, date of admission, and discharge.

Individuals Involved in Your Services or Payment for Your Services: Hills & Dales may release health information about you to a caregiver that may be a friend or family member. We may also give information to someone who helps pay for your services.

Research: Sometimes, with your written permission, we may use and give out health information about you for research purposes. We will ask you for specific permission if the research asks for your specific name, address or other types of information.

As Required By Law: We will give out health information about you when required to do so by federal, state or local law.

SPECIAL SITUATIONS NOT REQUIRING AUTHORIZATION:

Military: If you are a member of the armed forces, we may give out health information about you as required by military authorities. We may also give out health information about foreign military personnel to the appropriate foreign military authority.

Worker's Compensation: We may give out health information about you for worker's compensation or similar programs. These programs provide benefits for work-related injuries or illness.

Public Health Risks (Health and Safety to you and/or others): We may give out health information about you for public health activities. We may use and give out health information about you to agencies when necessary to prevent a serious threat to your health and safety or the health and safety of another person or the public. These activities generally include the following:

- To prevent or control disease, injury or disability;
- To report births or deaths;
- To report child or dependent adult abuse or neglect;

- To report reactions to medications, medication errors or problems with products;
- To let people know about recalls of products they may be using;
- To let a person know who may have been exposed to a disease or may be at risk for catching or spreading a disease or condition; or
- To let the appropriate government authorities know if we believe an individual has been the victim of abuse, neglect or domestic violence. We will only make this known when required or authorized by law.

Health Oversight Activities: We may give out health information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections and licensure. These activities are necessary for the government to oversee the healthcare system, government programs and follow civil rights laws.

Lawsuits and Disputes: If you are involved in a lawsuit or a dispute, we may give out health information about you in response to a court or administrative order. We may also give out health information about you in response to a subpoena, discovery request or other lawful process by someone else involved in the dispute.

Law Enforcement: We may give out health information if asked to do so by a law enforcement official:

- In response to a court order, subpoena, warrant, summons or similar process;
- To identify or locate a suspect, fugitive, material witness or missing person;
- About the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement;
- About the death we believe may be the result of a criminal act;
- About criminal conduct in a Hills & Dales program, and
- In emergency circumstances to report a crime; the location of the crime or victims;

or the identity, description or location of the person who committed the crime.

- If you are under the custody of law enforcement, we may give out health information about you to the law enforcement officials or agency to provide you the necessary health care, to protect your health and safety or the health and safety of others or the safety and security of the agency.

Coroners, Medical Examiners and Funeral Directors: We may give out health information to a coroner or medical examiner. This may be necessary, for example to identify the person who died or find the cause of death. We may also give out health information about residents/consumers of the agency to funeral directors as necessary to carry out their duties.

National Security and Intelligence Activities: We may give out health information about you to authorized federal officials so they may provide protection to the President, other authorized persons or foreign heads of state or conduct special investigations for their protection.

YOUR RIGHTS REGARDING HEALTH INFORMATION ABOUT YOU:

You have the following rights regarding health information we collect about you:

Right to Inspect and Copy: You have the right to look at and receive a copy of health information that may be used to make decisions about your services. Usually, this includes medical and billing records, but does not include psychotherapy notes.

To look at and/or receive a copy of health information that may be used to make decisions about you, contact the person managing your services. If you ask for a copy of the information, we may charge a fee for the costs of copying, mailing or other supplies in order to give you your copies.

We may deny your request to inspect and copy in certain very limited circumstances. If you are denied access to health information, you may ask

that the denial be reviewed. The Executive Director will review the denial. We will accept the outcome of the review.

Right to Amend: If you feel that health information we have about you is incorrect or incomplete, you may ask us to correct the information. You have the right to request a correction as long as the information is kept by or for Hills & Dales.

- To ask for a correction, you must do so in writing and give it to the Contact Person with Hills & Dales. In addition, you must have a reason that supports your request.
- We may deny your request for correction if it is not in writing or does not include a valid reason to support the request. In addition, we may deny your request if you ask us to change information that:
 - Was not created by us or the person or entity that created the information is no longer available to make the correction;
 - Is not part of the health information kept by or for Hills & Dales;
 - Is not part of the information which you would be allowed to inspect and copy, or
 - Is already accurate and complete.

Right to an Accounting of Disclosures:

You have the right to request an “accounting of disclosures.” This is a list of the times we gave out health information about you to others except for purposes of treatment, payment and operations identified about.

To request this list or accounting of disclosures, you must submit your request in writing to the Privacy Officer. Your request must state a time period, which may not be longer than six years and may not include dates before April 14, 2004. Your request should tell us in what form you want the list (for example, on paper or electronically). You may ask for one free list in a 12-month time period. For additional lists, we may charge you for the costs of providing the list. We will tell you the cost and you

may choose to change your request at that time before any costs are added.

Right to Request Restrictions:

You have the right to ask for a limitation on the health information we use or give out about you for treatment, payment or health care operations. You also have the right to ask for a limit on the health information we give out about you to someone who is involved in your care or the payment for your care, like a family member or friend. To request a limitation, you must request the limitation in writing to the Contact Person with Hills & Dales at 1011 Davis Street, Dubuque, Iowa 52001. In your request, you must tell us what information you wanted to limit, whether you want to limit the use or giving out of health information or both or to whom you want the limits to apply.

We are not required to agree to your request. If we do agree, we will honor your request unless the information is needed to provide you with emergency treatment.

Right to Request Confidential Communication:

You have the right to ask that we communicate with you about health matters in a certain way or at a certain location. For example, you can ask that we only contact you at work, home or by mail.

To ask for confidential communications, you must make your request in writing to the Contact Person with Hills & Dales. We will not ask you the reason for your request. We will accept all reasonable requests. Your request must tell us how or where you wish to be contacted.

Right to a Paper Copy of this Notice:

You may have the right to receive a paper copy of this privacy notice. You may ask us to give you a copy of this privacy notice at any time by reaching the Contact Person with Hills & Dales at (563)556-7878.

CHANGES TO THIS NOTICE:

We have the right to change this notice. We have the right to make the changed notice effective for health information we already have about you as well as any information we receive in the future. We will post a copy of the current notice at the 1011 Davis Street and the Stoneman Road sites of Dubuque, Iowa.

COMPLAINTS:

If you believe your privacy rights have been violated, you may contact or submit your complaint in writing to the Contact Person(s) (Director of Residential Operations or Director of Community Operations) with Hills & Dales, 1011 Davis Street, Dubuque, Iowa 52001; (563)556-7878. The Privacy Officer will be notified of any complaints and the resolution. The Privacy Officer may be involved in the complaint resolution. If we cannot settle your concern, you also have the right to file a written complaint with the Office for Civil Rights, U.S. Department of Health and Human Services.

The quality of your care will not depend on nor will you be penalized for filing a complaint.

OTHER USES OF MEDICAL INFORMATION:

Other uses and giving out health information not covered by this notice or the laws that apply to us will be made only with your written permission. If you provide us permission to use or give out health information about you, you may take back that permission; after which, we will no longer use or give out health information about you for the reasons covered by your written authorization. You understand that we are unable to take back any information we have already given out with your permission, and that we are required to keep our records of the care that we provided to you.

Revised 1/20/05, 10/07, 9/09 tkp

EXPLANATION OF YOUR RIGHT TO CONFIDENTIALITY

The relationship between you and your counselor/advocate is based on trust and privacy. It is important that you understand your right to confidentiality. Below are some frequently asked questions about the right to privacy. Please ask your counselor/advocate if you have other questions.

- **Do I have the right to privacy?**

Yes, Illinois law protects the right to privacy for sexual assault victims. Communications, written and verbal, between you and your counselor/advocate are confidential.

- **Are there any exceptions?**

Yes. Disclosure is required under the Abused and Neglected Child Reporting Law for a report of child abuse or neglect. Disclosure is also permitted to protect you or another from imminent risk of harm. Further, if you share information about your counseling/advocacy sessions with any other person, the court could find that you have waived your right to privilege. You can protect your right to confidentiality by not speaking or writing to another person about your private conversations with your counselor/advocate.

- **What will Riverview Center, Inc. do to protect my right to privacy?**

When you wish to protect your right to privacy, Riverview Center, Inc. and your counselor/advocate will make every effort to maintain your privacy. Except for those situations described above, Center staff will not speak or write about services that you receive with a third person, such as the police, without your permission unless required to do so by a court. The Center will object to any requests, including court subpoena, which seek disclosure of any information, written or verbal, about the services you receive.

- **Do I have a right to see my file?**

Yes, you have the right to review, amend, and receive a copy of your file. And if you want, you can request your parent/guardian to help you look at your file.

- **Who else has a right to see my file?**

Only trained center personnel such as the counselor/advocate and consulting staff have the right to see your file. Anonymous data may be collected from your file for specific purposes such as funding, accreditation, audit, licensure, statistics, research and evaluation.

- **What if I want to release my file or have my counselor/advocate talk with another person?**

You can choose to release your file or have your counselor/advocate talk about your case with another person by signing a consent form after thoroughly discussing your decision and reviewing your file with your counselor/advocate. Before you sign an authorization form to release information form, you should look through your file so that you know exactly what information will be shared with another person. Once you have signed an authorization form to release information form, the Center would have to turn over information in your file if it received a subpoena for your records.

- **What happens if I change my mind after I sign the Authorization to Release form?**

As long as the Riverview Center Inc. has not taken action on your authorization, you can instruct your counselor/advocate in writing not to release the information. This is called "revoking". However, this may not re-instate the absolute privilege and a court may order information to be released.

I have read and understand this form.

(Client Signature)

(Witness)

(Date)

Rev. 2/00;8/04

Appendix B: Riverview Center “Group Confidentiality Agreement”

GROUP CONFIDENTIALITY AGREEMENT

Confidentiality, legal protection for the privacy of communications and information, in a group setting is special in that it is that shared responsibility of all group members and the therapists, leaders or counselors. That a therapist shall not disclose client communications or information is provided by Illinois state law. Confidentiality of group members’ communications is also privileged by law. The following policy in the form of an agreement is an attempt to provide you with as much protection as possible.

WHAT IS NOT PERMISSIBLE

I will not disclose to anyone outside of the group any information which is of a confidential nature or that may help to identify another group member. This includes, but is not limited to, names, physical description, biographical information, and specifics of the content of the interactions with other group members.

WHAT IS PERMISSIBLE

I understand that I am free to disclose the fact that I am a member of a group. I may also disclose personal information about myself with respect to my group experience. This includes my personal interactions, thoughts and feelings related to my group experience, feedback from other group members concerning myself, and any personal information about myself such as new skills I have learned and changes I have made. I am aware that by disclosing this information, I run the risk of jeopardizing my own confidentiality.

My signature below indicates that I have carefully read, or have had read to me, and understand the information and policy above and agree to follow the guidelines established. I have asked and had answered any questions I have regarding this agreement and am aware that signing this agreement is required for admission to the group. I am also aware that my refusal to sign this agreement will exclude me from attending group.

(Date of Signature)

(Signature of Client)

(Signature of Witness and Title)

Appendix C: Statutory Definitions

Iowa Code Chapter 235B, “Adult Abuse”

Caretaker: A related or nonrelated person who has the responsibility for the protection, care, or custody of a dependent adult as a result of assuming the responsibility voluntarily, by contract, through employment, or by order of the court.

Dependent Adult: A person eighteen years of age or older who is unable to protect the person's own interests or unable to adequately perform or obtain services necessary to meet essential human needs, as a result of a physical or mental condition which requires assistance from another, or as defined by departmental rule.

Adult Abuse: Any of the following of the willful or negligent acts or omissions of a caretaker or the denial of self-care:

Physical Abuse: Physical injury to, or injury which is at a variance with the history given of the injury, or unreasonable confinement or unreasonable punishment, or assault of a dependent adult.

Sexual Abuse: The commission of a sexual offense under Chapter 709 or Section 726.2 with or against a dependent adult as a result of the willful or negligent acts or omissions of a caretaker.

Exploitation: The act or process of taking unfair advantage of a dependent adult or the adult's physical or financial resources for one's own personal or pecuniary profit, without the informed consent of the dependent adult, including theft, by the use of undue influence, harassment, duress, deception, false representation, or false pretenses.

Denial of Critical Care: The deprivation of the minimum food, shelter, clothing, supervision, physical or mental health care, or other care necessary to maintain a dependent adult's life or health.

Self-Denial of Critical Care: The deprivation of the minimum food, shelter, clothing, supervision, physical or mental health care, and other care necessary to maintain a dependent adult's life or health as a result of the acts or omissions of the dependent adult.

Sexual Exploitation: Any consensual or nonconsensual sexual conduct with a dependent adult which includes but is not limited to kissing; touching of the clothed or unclothed breast, groin, buttock, anus, pubes, or genitals; or a sex act, as defined in Section 702.17. Sexual exploitation does not include touching which is part of a necessary examination, treatment, or care by a caretaker acting within the scope of the practice or employment of the caretaker; the exchange of a brief touch or hug between the dependent adult and a caretaker for the purpose of reassurance, comfort, or casual friendship; or touching between spouses.

Iowa Code Chapter 235E, “Dependent Adult Abuse in Facilities and Programs”

Dependent Adult: A person eighteen years of age or older whose ability to perform the normal activities of daily living or to provide for the person’s own care or protection is impaired, either temporarily or permanently.

Caretaker: A person who is a staff member of a facility or program who provides care, protection, or services to a dependent adult voluntarily, by contract, through employment, or by order of the court.

Abuse is any of the following as a result of the willful misconduct or gross negligence or reckless acts of omissions of a caretaker, taking into account the totality of the circumstances:

Physical Injury & Unreasonable Confinement: Physical injury to, or injury which is at a variance with the history given of the injury, or unreasonable confinement or unreasonable punishment, or assault of a dependent adult which involves a breach of skill, care, and learning ordinarily exercised by a caretaker in similar circumstances.

Assault of a Dependent Adult: The commission of any act which is generally intended to cause pain or injury to a dependent adult, or which is generally intended to result in physical contact with would be considered by a reasonable person to be insulting or offensive or any act which is intended to place another in fear of immediate physical contact which will be painful, injurious, insulting, or offensive, coupled with the apparent ability to execute the act.

Sexual Offense: The commission of a sexual offense under Chapter 709 or Section 726.2 with or against a dependent adult as a result of the willful or negligent acts or omissions of a caretaker.

Exploitation: A caretaker who knowingly obtains, uses, endeavors to obtain to use, or who misappropriates, a dependent adult’s funds, assets, medications, pr property with the intent to temporarily or permanently deprive a dependent adult of the use, benefit, or possession of the funds, assets, medication, or property for the benefit of someone other than the dependent adult.

Neglect of a Dependent Adult: The deprivation of the minimum food, shelter, clothing, supervision, physical or mental health care, or other care necessary to maintain a dependent adult’s life or health.

Sexual Exploitation: Any consensual or nonconsensual sexual conduct with a dependent adult which includes but is not limited to kissing; touching of the clothed or unclothed breast, groin, buttock, anus, pubes, or genitals; or a sex act, as defined in Section 702.17. Sexual exploitation includes the transmission, display, taking of electronic images of the unclothed breast, groin, buttock, anus, pubes, or genitals of a dependent adult by a caretaker for a purpose not related to treatment of diagnosis or as part of an ongoing investigation. Sexual exploitation does not include touching which is part of a necessary examination, treatment, or care by a caretaker acting within the scope of the practice or employment of the caretaker; the exchange of a brief touch or hug between the dependent adult and a caretaker for the purpose of reassurance,

comfort, or casual friendship; or touching between spouses or domestic partners in an intimate relationship.

Iowa Code 915.20A, "Victim Counselor Privilege"

Confidential Communication: Information shared between a crime victim and a victim counselor within the counseling relationship, and includes all information received by the counselor and any advice, report, or working paper given to or prepared by the counselor in the course of the counseling relationship with the victim. Confidential information is confidential information which, so far as the victim is aware, is not disclosed to a third party with the exception of a person present in the consultation for the purpose of furthering the interest of the victim, a person to whom disclosure is reasonably necessary for the transmission of the information, or a person with whom disclosure is necessary for accomplishment of the purpose for which the counselor is consulted by the victim.

Victim: A person who consults a victim counselor for the purpose of securing advice, counseling, or assistance concerning a mental, physical, or emotional condition caused by a violent crime committed against the person.

Victim Counselor: A person who is engaged in a crime victim center, is certified as a counselor by the crime victim center, and is under the control of a direct services supervisor of a crime victim center, whose primary purpose is the rendering of advice, counseling, and assistance to the victims of crime. To qualify as a "victim counselor" under this section, the person must also have completed at least twenty hours of training provided by the center in which the person is engaged, by the Iowa organization of victim assistance, by the Iowa coalition against sexual abuse, or by the Iowa coalition against domestic violence, which shall include but not be limited to, the dynamics of victimization, substantive laws relating to violent crime, sexual assault, and domestic violence, crisis intervention techniques, communication skills, working with diverse populations, an overview of the state criminal justice system, information regarding pertinent hospital procedures, and information regarding state and community resources for victims of crime.

A victim counselor shall not be examined or required to give evidence in any civil or criminal proceeding as to any confidential communication made by a victim to the counselor, nor shall a clerk, secretary, stenographer, or any other employee who types or otherwise prepares or manages the confidential reports or working papers of a victim counselor be required to produce evidence of any such confidential communication, unless the victim waives this privilege in writing or disclosure of the information is compelled by a court pursuant to subsection 7. Under no circumstances shall the location of a crime victim center or the identity of the victim counselor be disclosed in any civil or criminal proceeding.