

**POLICY FOR THE SAFEGUARDING
OF VULNERABLE ADULTS**

Contents

I. SEVA GROUP FOUNDATION MISSION STATEMENT..... 3

II. BACKGROUND..... 3

III. PURPOSE..... 3

IV. DEFINITIONS..... 4

V. POLICY COMPONENTS..... 4

 A. Personnel/Volunteer Recruitment and Hiring..... 4

 B. Guiding Principles for Interaction with Vulnerable Adults..... 5

 C. Protection Against Abuse..... 6

 D. Client Confidentiality..... 7

 E. Publications, Communications and the Use of Electronic Media..... 7

 F. Field Office Supplemental Safeguarding Policies..... 8

 G. Partner Organizations..... 8

 I. SGF Personnel/Volunteer Time Off..... 8

VI. REPORTING AND INVESTIGATION OF SUSPECTED VIOLATIONS..... 9

 A. Internal Reporting..... 9

 B. Internal Investigation..... 9

 C. External Reporting..... 10

VII. VIOLATIONS..... 10

VIII..... ENFORCEMENT OF POLICY
10

IX. DECLARATION OF COMMITMENT..... 11

 Appendix A - Confidential Notice of Concern..... 12

Seva Group Foundation

POLICY FOR THE SAFEGUARDING OF VULNERABLE ADULTS

I. SEVA GROUP FOUNDATION MISSION STATEMENT

The mission of SEVA GROUP FOUNDATION (SGF) is to secure freedom, justice, and restoration for the poor and oppressed by strengthening ventures that promote justice.

II. BACKGROUND

Most of the individuals with whom SGF works have lived in exceptionally difficult conditions and/or been subject to exploitation and abuse. Bonded labour and trafficking for commercial sexual exploitation, which are significant issues in the locations where SGF works, are traumatic and invasive crimes. Because of the extremely personal nature of these crimes, many victims are fearful, embarrassed or ashamed to report the offense. Often, social stigma and the fear of police, medical procedures, and prosecutorial procedures add to a victim's reluctance to report. The emotional, physical, and psychological trauma experienced by individuals who are subject to these abuses often leads to increased vulnerability to harm or re-victimization even following appropriate interventions on their behalf.

Great sensitivity is needed in the way that investigations and interventions are conducted, as well as in the provision of aftercare and legal services, in order to ensure that the protection and restoration of survivors is a primary focus of intervention. Therefore, it is the policy of SGF to protect the rights of these at-risk adults (herein defined as "Vulnerable Adults") and serve them with compassion and consideration while providing them with the necessary information and assistance to make their interaction with the criminal justice system easier. It is SGF's policy that all Personnel/Volunteer should at all times respect the rights of Vulnerable Adults and conduct themselves in a manner that contributes to their best interests.

Recognizing the unique needs of victims of abuse and exploitation and affirming the inherent dignity and worth of every human as an individual made in the image of God, this Policy for the Safeguarding of Vulnerable Adults ("Safeguarding Policy") addresses SGF's commitment to protecting people in our care and ensuring appropriate safeguards for interacting with them.

III. PURPOSE

In accordance with SGF's commitment to the protection of all people in our care, the purpose of this Safeguarding Policy is to provide SGF Personnel/Volunteer with guidelines for:

- a) Maintaining awareness of the definitions of abuse and exploitation and the expectations of conduct for SGF Personnel/Volunteer;
- b) Appropriately recruiting and screening prospective SGF Personnel/Volunteer;
- c) Interacting with and caring for Vulnerable Adults;
- d) Interfacing and partnering with law enforcement, media, health and welfare agencies,

and non-governmental organizations in regard to situations involving the welfare of Vulnerable Adults;

- e) Ensuring SGF Personnel/Volunteer conduct themselves in a manner consistent with the policies and principles of relevant international and national laws pertaining to the treatment of Vulnerable Adults;
- f) Reporting and responding to suspected violations of the Safeguarding Policy;
- g) Maintaining the dignity and confidentiality of Clients in SGF publications, communications and electronic media;
- h) Protecting SGF Personnel/Volunteer and SGF's mission through the promotion of best practices in the protection of Vulnerable Adults to reduce the risk of false allegations of abuse; and
- i) Protecting SGF's name, reputation, and credibility as an organization in situations pertaining to protection of Vulnerable Adults.

IV. DEFINITIONS

For the purposes of this Policy, the following terms and concepts shall be defined in accordance with international definitions as cited, with the exception of SGF-specific terms as follows:

- a) "Client" refers to a person who is receiving assistance and/or investigative, legal, or aftercare services provided directly by SGF Personnel/Volunteer or funded by SGF.
- b) "Communications and Publications Materials" refers to all forms of communication and publication, whether written or oral, through television, radio, Internet or print media that contains information on individuals being served by SGF. This does not include legal documents filed or submitted in relation to administrative, civil or criminal cases or aftercare paperwork utilized in the assessment, placement, or ongoing care of individuals that remain confidential.
- c) "SGF USA" refers to the SGF international administrative head office in Silver Spring, Maryland, USA, or the appropriate SGF Personnel/Volunteer based in the SGF USA office.
- d) "SGF Personnel/Volunteer" refers to employees, consultants and volunteers of SGF or anyone working as an employee, consultant or volunteer on the SGF Project, including the SGF Board of Directors and SGF President, whether full-time, part-time, contractual, paid or unpaid, and whether located in the SGF USA office, a national head office, a SGF Justice Resource Center (SGFRC), a SGF fieldwork or project location, or a SGF partner office.
- e) "Public" refers to any setting, be it an event or media outlet, which is accessible to non-SGF Personnel/Volunteer.
- f) "Vulnerable Adult" refers to any person aged 15 years or over who is, or may be, (1) unable to take care of him or herself, (2) unable to protect him or herself from harm or exploitation, or (3) at greater risk of abuse and exploitation due to a variety of factors, including gender; health issues (including mental health): disability; age; ethnic, geographic or national origin; family status; race, religion or belief; economic background; or as a result of the impact of trauma or other crisis, including being the victim of a crime. It should be noted that the term "vulnerable" adult is contentious, and care must be taken to avoid using it negatively or in ways that undermine an individual's fundamental rights, dignity, or freedom. A clear distinction must be drawn between adults who retain the capacity to make decisions and those whose capacity has been lost or impaired. A key factor in assessing vulnerability is whether an individual is able to protect him or herself or promote his/her interests.
- g) "Whistleblower" refers to SGF Personnel/Volunteer who report to an appropriate

authority any activity that he or she considers to be in violation of this Safeguarding Policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures, as appropriate management officials are charged with these responsibilities.

V. POLICY COMPONENTS

A. Personnel/Volunteer Recruitment and Hiring

1. Basic screening of applicants for employment includes a written application, personal interviews and reference checks. During the interview process, there shall be direct inquiry by human resource (HR) Personnel/Volunteer into whether the applicant has ever been arrested, charged or convicted of any crime. Information obtained from the interview process shall be documented and placed in the applicant's Personnel/Volunteer file.
2. Reference checks, criminal background checks, or other available means are conducted prior to an employment offer being extended to any applicant, including those who will be in direct contact with Vulnerable Adults. After considering all the circumstances, if SGF Personnel/Volunteer reasonably conclude that the applicant's conduct indicates that he or she cannot be trusted to perform the duties of the position in question, the applicant shall be rejected for employment.
3. All prospective SGF Personnel/Volunteer shall be informed of the Safeguarding Policy at the beginning of any recruiting process. Policies and standards shall be reviewed during orientation. When staff are hired they shall, at the time of formal engagement, be required to **acknowledge in writing the receipt and understanding of the Safeguarding Policy**. A copy of the signed acknowledgement form shall be retained in HR files at SGF USA for Personnel/Volunteer based in the US and for national leadership team members from other countries and in HR files at the National Head Office for the country where they work for all other SGF Personnel/Volunteer.
4. All current SGF Personnel/Volunteer are required to acknowledge in writing the receipt and understanding of the Safeguarding Policy. A copy of the signed acknowledgement shall be retained as above.
5. All SGF Personnel/Volunteer are to be kept informed of policy changes as they arise by SGF HR/Administrative Personnel/Volunteer.
6. SGF Personnel/Volunteer shall be trained on the Safeguarding Policy at the time of hiring and receive mandatory yearly updates provided as part of the SGF Employee Handbook update.

B. Guiding Principles for Interaction with Vulnerable Adults

1. Access to Information and Knowledge. All Vulnerable Adults will have access to information that they can understand to make an informed choice. This includes access to expert knowledge and advocacy, as required.
2. Choice. All Vulnerable Adults will have the opportunity to select independently from a

range of options based on clear and accurate information.

3. Confidentiality. SGF Personnel/Volunteer will protect the confidentiality of all Vulnerable Adults and manage information and documents appropriately.
4. Consent. All Vulnerable Adults have the right to be supported in their decisions and to give or withhold their consent to an activity or service. Consent is a clear indication of a willingness to participate in an activity or to accept a service. They will also be given the opportunity to cease an activity/use of service should they choose to with no consequences to them.
5. Dignity and Respect. All Vulnerable Adults will be accorded the same respect and dignity as any other adult through recognition of their uniqueness and personal needs. SGF Personnel/Volunteer shall not act in ways intended to shame, humiliate, belittle or degrade a Vulnerable Adult.
6. Equality and Diversity. All Vulnerable Adults will be treated equally and their background and culture will be valued and respected.
7. Fulfillment. All Vulnerable Adults will be invited to engage in activities and offered services that enable them to fulfil their ability and potential.
8. Independence. All Vulnerable Adults will have as much control as possible over their lives while being safeguarded against unreasonable risks.
9. Privacy. All Vulnerable Adults will be free from unnecessary intrusion into their affairs, and there will be a balancing of the individual's own safety and the safety of others.
10. Safety. All possible measures will be put in place to ensure Vulnerable Adults feel as safe as possible and live without fear of violence, neglect or abuse in any form.
11. Support. All Vulnerable Adults will be instructed on what to expect from SGF Personnel/Volunteer activities and on how to report abuse. They will also be supported in their reporting of abuse and thereafter as necessary.

C. Protection Against Abuse

1. SGF Personnel/Volunteer shall not condone or participate in behavior which is illegal, unsafe or abusive. They are responsible for protecting Vulnerable Adults against any and all abuse, which may take the following forms.
 - a) Physical abuse: Actual or likely physical injury to an individual or the failure to prevent such physical injury or suffering.
 - b) Sexual abuse: Actual or likely sexual exploitation of an individual, including direct or indirect sexual exploitation of Vulnerable Adults by involving them (or threatening to involve them) in sexual activities of any kind.
 - c) Emotional abuse: Actual or likely adverse effect on emotional well-being caused by repeatedly rejecting and humiliating an individual or denying his/her worth and right as a human being.
 - d) Verbal abuse: Using words to assault, dominate, ridicule, manipulate and/or degrade an individual and negatively impact the person's psychological health.
 - e) Neglect: Persistent lack of care including adequate nutrition, safety, warmth and

medical attention.

- f) Financial abuse: Financial exploitation of a Vulnerable Adult, including theft, fraud, misuse of property or finances, or coercion in relation to wills and other forms of inheritance.
2. SGF Personnel/Volunteer shall not engage in sexually provocative activities of any kind with Vulnerable Adults or develop inappropriate or sexual relationships with Vulnerable Adults.
3. SGF Personnel/Volunteer shall avoid situations where abuse, or allegations of abuse, are more likely to occur, e.g., being alone with a Vulnerable Adult in a private place or room.
4. Abuse and neglect can amount to serious violations of an individual's human and civil rights. Many acts of abuse constitute criminal offences and Vulnerable Adults are entitled to the full protection of the law. Anyone hearing about or witnessing abuse must report the same immediately, and in any event within 24 hours, using the procedures set forth in Section VI. SGF Personnel/Volunteer must never withhold information from authorities regarding abuse of any form, including suspected abuse or likely abuse.

D. Client Confidentiality

1. SGF recognizes the importance of maintaining the dignity and confidentiality of Clients. SGF shall safeguard records and documents of Clients and maintain their confidentiality, only sharing information with people external to SGF on a "need to know" basis. The collection, use, and sharing of all personal information of Clients must be done in accordance with SGF's policy.
2. For purposes of maintaining SGF's casework model and mission there shall be internal shared confidentiality among SGF Personnel/Volunteer. "Internal shared confidentiality" shall include the sharing of any information disclosed by a Client that is pertinent to the Client's legal case, aftercare needs or possible investigative leads with appropriate SGF Personnel/Volunteer, including the SGFRC Directors, National Leadership Team members, and members of the Investigations, Legal and Aftercare teams.
3. Exceptions to Client confidentiality shall exist where there are threats to the Client's or other's safety; information of this nature shall be subject to both internal shared confidentiality as well as external disclosure. Safety exceptions shall include a Client's disclosure of thoughts or intentions to harm him or herself, thoughts or intentions to harm others and reports of previous or current abuse. In the case of such disclosure, the appropriate persons will be notified in order to maintain the safety of the Client and/or others. External disclosures may include notifying aftercare home staff, mental health professionals, child welfare agencies, legal representatives, police officials, and others as the national law or circumstances necessitate.
4. During a Client's initial interactions with SGF Personnel/Volunteer (excluding investigations Personnel/Volunteer), he or she shall be informed of his/her confidentiality rights as well as SGF's practice of internal shared confidentiality and exceptions to confidentiality that may result in disclosure to representatives external to SGF. Clients shall be periodically reminded of these confidentiality practices by aftercare Personnel/Volunteer in order to maintain the Client's right to privacy. Upon

Client disclosure of pertinent information that will be shared internally or externally, the Client shall be informed with whom the information will be shared and the purpose of the disclosure.

E. Publications, Communications and the Use of Electronic Media

1. All external publications, communications and use of electronic media shall comply with SGF Communications policies and with the law relevant to the countries where SGF initiatives are in place.
2. Permission. Permission shall be obtained prior to taking photographs or sharing stories of Clients.
3. Adult sex trafficking victims. SGF may allow adults who were victims of sexual abuse and/or commercial sexual exploitation as minors to tell their stories using their real name and/or unobstructed photographs of themselves as minors, as long as they provide informed written consent after the age of majority and a caption appears by any unobstructed image of a minor stating that this image represents a person who is currently a major and who has given consent for the photo(s) to be used.
4. Sensitivity to clients. All SGF communications shall be sensitive towards the Client's psychological state at the time of obtaining the image/story for communication. In addition, the long-term ramifications of the communication and its impact on the Client's safety, rights, and future well-being shall be taken into account. SGF Personnel/Volunteer shall provide full disclosure to the Client about the intended use of the photo, film, or story, the intended audience, and an estimate of the length of time the photo, film or story will be distributed.
5. All photographs, whether distributed in SGF literature or on the SGF website, will represent Clients in a dignified manner. In addition, all stories shall be shared in a way that includes the voice of the Clients and respects his/her dignity.
6. Clients shall never be asked to stage a story or represent a story that is not their own or that is not entirely true.
7. All SGF Personnel/Volunteer and partner organizations shall direct all outside media inquiries to director.sevagroupfoundation@gmail.com.

F. Field Office Supplemental Safeguarding Policies

1. SGF SGFRCs with distinct needs not addressed in this policy are encouraged to develop a supplemental country-specific Policy for the Safeguarding of Vulnerable Adults that will more adequately address the unique needs of their particular country.
2. A SGFRC's supplemental Policy for the Safeguarding of Vulnerable Adults shall not contradict the stipulations contained in this SGF Safeguarding Policy and/or any other SGF policy.

G. Partner Organizations

1. When working through partner organizations, SGF will partner with organizations with standards of protection for Vulnerable Adults that are consistent with our own.

2. When visiting aftercare centers, SGF Personnel/Volunteer and guests are liable for upholding not only the partner organizations' safeguarding policies but also the policies as set forth in this document.

I. SGF Personnel/Volunteer Time Off

1. SGF Personnel/Volunteer are expected to treat all Vulnerable Adults with utmost dignity and care, whether involved in official SGF activities or when on personal time off. SGF Personnel/Volunteer are required to abide by Section C ("Protection Against Abuse") of this policy for as long as they are associated with SGF, whether serving in official SGF business or in their personal time off.
2. SGF Personnel/Volunteer's failure to abide by this policy during time off will result in disciplinary measures and possible suspension or termination, in accordance with the procedures set forth in Sections VI and VII below.

VI. REPORTING AND INVESTIGATION OF SUSPECTED VIOLATIONS

A. Internal Reporting

1. SGF Personnel/Volunteer shall immediately report any suspected violation of this policy by SGF Personnel/Volunteer or a visitor to the appropriate SGFRC Director, preferably in the form of the "Confidential Notice of Concern" set forth in Appendix A. If for any reason this person feels that it is inappropriate to report the suspected violation to the SGFRC Director, or if the SGFRC Director is suspected of violating this policy, the report shall be made to a member of the National Leadership Team. If a member of the National Leadership Team is suspected of violating this policy, the report shall be made to SGF's President and General Counsel. Each SGFRC workplace will have contact details and instructions for reporting a suspected violation of this policy. If a violation occurs at SGF USA, SGF Personnel/Volunteer shall immediately report the suspected violation to the SGF President or the SGF Board.
2. If reported to the SGFRC Director, he/she shall immediately relay any allegations of suspected violations to the National Leadership Team and the SGF President. The SGFRC Director shall provide the National Leadership Team and the SGF President with updates as to the progress of the investigation.
3. All information concerning the incident and investigation shall be documented in writing.
4. All reports of suspected violations shall be kept confidential pending the completion of an internal investigation. Only such SGF Personnel/Volunteer and external agency Personnel/Volunteer having a clear need to know shall be apprised of the alleged incident(s) and investigation.
5. SGF Personnel/Volunteer who report a suspected violation of the policy shall be protected by SGF's Whistleblower Policy.
6. Failure to report a suspected violation shall be subject to disciplinary measures,

including suspension and termination, in accordance with the procedures set forth in the SGF Employee Handbook.

7. Each SGFRC should compile relevant local contact information for child protection services, social services, police, emergency medical care, etc., which shall be made readily available and easily accessible to all SGF Personnel/Volunteer.

B. Internal Investigation

1. All suspected violations of this policy shall promptly be investigated under the supervision of the SGF Director, the Leadership Team, and the SGF President/Chairman in compliance with local and national employment laws.
2. Prior to the completion of the internal investigation, the SGF Personnel/Volunteer member accused of violating the policy shall not have any contact with Vulnerable Adults.
3. The conclusions of the investigation shall be put in writing and provided to the National Leadership Team and the SGF President/Chairman.

C. External Reporting. Any suspected violation of this policy that is deemed to have merit and would constitute a violation of applicable law shall be reported in accordance with the law to the appropriate authorities. SGF staff shall provide full cooperation to local authorities in the course of their investigation.

VII. VIOLATIONS. SGF Personnel/Volunteer who violate any of the provisions of this Policy shall be subject to disciplinary measures, including termination.

VIII. ENFORCEMENT OF POLICY

- A. All SGF Personnel/Volunteer are required to sign a commitment stating their agreement to abide by the policies in this document.
- B. Training and support to ensure this policy is understood and enforced will be provided to SGF Personnel/Volunteer in SGF training held at SGF USA and in the field.

IX. DECLARATION OF COMMITMENT

To be signed by all SGF Personnel/Volunteer as defined in Section IV(d). Copies of the signed Policy for the Safeguarding of Vulnerable Adults will be provided to the Personnel/Volunteer member and kept on file in the SGF administrative office in Maryland, USA (US Staff and all leadership team members) or in the Delhi National Office (all SGF Personnel/Volunteer working on the SGF Project).

I declare that:

- a. I have read and understand the SGF Policy for the Safeguarding of Vulnerable Adults and have received a copy of same.
- b. I will comply with and operate within the procedures laid out in the SGF Policy for the Safeguarding of Vulnerable Adults.
- c. I have not been accused or convicted of any offense involving physical, sexual, or psychological abuse.
- d. I understand that if a complaint of abuse is brought against me within the scope of my work with SGF, the allegation will be thoroughly investigated in cooperation with the appropriate authorities.

Name (Print): _____

Signature: _____

Date: _____

Appendix A - Confidential Notice of Concern

Individual(s) of Concern:

Date of occurrence:

Time of occurrence:

Type of Concern (please check all that apply):

- Inappropriate behavior with a vulnerable adult
- Policy violation with a vulnerable adult
- Possible risk of abuse
- Other concern:

Describe the situation below and attach additional sheets if needed (*include facts pertaining to what happened, where it happened, when it happened, who was involved, who was present, who was notified; if reported to the State, what was their recommendation about investigating?*):

Has this situation ever occurred previously? *Attach additional sheets if needed.*

What action was taken? How was the situation handled, who was involved, who was questioned, were police called? *Attach additional sheets if needed.*

What is the follow-up plan? Does anyone else need to be notified? Will the situation need monitoring? Would you like someone to call you to discuss this situation?
Attach additional sheets if needed.

Submitted by:

Telephone number:

Location and address:

Signature:

Date: Reviewed

by: