

City of Yakima Coordinated Community Response Team For Domestic Violence Partnership Agreement

I. Purpose and Parties

The purpose of this Agreement is to formalize a City of Yakima Coordinated Community Response Team (CCRT) Partnership, define roles and confidentiality obligations. The partners have a shared goal of improving the response to domestic violence crimes and increasing the health and safety of victims of domestic violence and their children. Each partner believes that collaboration and discussion of recent domestic violence cases will further this shared goal. The CCRT partners agree to the following:

- Victim safety can be compromised by the failure to maintain the confidentiality of client information.
- Information sharing may increase the effectiveness of service delivery and increase victim safety and abuser accountability.
- Any information that is shared will be strictly on a need to know basis.
- Each partner continues to maintain its own legal and ethical obligations to honor victims' confidentiality and privacy; or depending on the agency, legal obligations to share information.
- The victims who use the services offered by the collaboration or any of its partners, retain their right to confidentiality from agencies within the collaboration that have confidential relationships with victims.
- Victims, who use the services offered by the collaboration, determine when and how their information will be shared among the partners, or outside of the partnership, consistent with the requirements of law.
- Releases of information should enhance services provided to the victim, and not be used solely for the purpose of easing the program's administration.

A complete list of the partners can be found on the signatory pages of this Agreement.

II. Duration

The Duration of this Agreement shall be from May 1, 2022 through January 31, 2027.

III. Partner Roles, Responsibilities, Information Sharing, and Confidentiality Obligations

The CCRT partners have created a multi-disciplinary partnership to address crimes of domestic violence, ensure access to domestic violence services that enhance victim and children safety and privacy. When there is a question about whether a certain approach should be taken by the CCRT in a given situation, the determining factor will be whether the proposed action will maintain and enhance victims', and their children's, safety and privacy.

Community Based Domestic Violence Victim Advocacy and Services Provider Yakima YWCA

Roles and Responsibilities:

- Provide confidential services to victims/clients.
- Identify and work to resolve problems that may impede victims' access to resources in the social services network, civil and criminal justice system, and other systems.
- Provide support services to victim/clients who have cases in the criminal justice system.
- Educate other partners on domestic violence issues.
- Update partners on emerging issues/research regarding domestic violence issues.
- Confirm services were offered to an individual.

Confidentiality Obligations:

- Recognize that partners have different levels of confidentiality obligations in regard to victim/client information and the sharing of that information.
- The domestic violence/sexual assault agency has a strict confidentiality obligation to the victim client. The agency will not share individual, personally identifying information about any individual who has received or sought services without the informed, written, and reasonably time-limited release of the victim client except for the mandatory reporting of suspected child abuse or neglect as required by state law.
- The domestic violence/sexual assault agency limitation on sharing personally identifying information includes sharing of such information with any of the partner agencies in this Agreement.
- The domestic violence/sexual assault agency may share non-personally identifying information (demographics) about those who have used its services and information about systems and processes that affect the victim/clients.

Yakima School District

Roles and Responsibilities:

- Provide confidential support and counseling services to children who have recently been exposed to domestic violence for the purpose of maintaining or improving levels of academic achievement.
- Refer students to appropriate counseling when the needs of the student exceed the capacity of the School District.
- Educate employees on domestic violence issues.
- Update partners on emerging issues/research regarding children living in households with domestic violence.
- Confirm services were offered to an individual.

Confidentiality Obligations:

- Recognize that partners have different levels of confidentiality obligations in regard to victim/client information and the sharing of that information.
- Preserve the anonymity of student identities, including assurances that identifiable student data is not released to third parties.
- When applicable, protect against unauthorized access to and/or disclosure of student health information or data, as outlined in the Health Insurance Portability and Accountability Act.
- The partner has strict confidentiality obligations. When necessary to comply with FERPA, the partner shall procure the consent of parents or eligible students to the release and use of the data and shall maintain and make written proof of the parent or student consent available to the District. The District recognizes that prior written consent by the juvenile's parent/guardian is permissible to share student information. Consent forms must be compliant with FERPA or, in the case of requests for health information, HIPPA. The consent form must specify the records/information that may be disclosed, the purpose of disclosure, and state to whom the disclosures will be made.

Washington State Department of Children, Youth, and Families (DCYF)

Roles and Responsibilities:

- If Domestic Violence is determined to be present in a case through universal screening, conduct a specialized DV assessment.
- Take immediate protective action necessary to address child safety, if DV poses a present danger to a child.

- If DV poses a safety threat to a child in his or her biological parent or legal caregiver's care, staff will conduct a safety assessment to determine if a child is unsafe and complete the Safety Plan Analysis to determine if an in home safety plan can manage or control the safety threats or an out of home placement is necessary.
- Offer DV resource information to an adult victim when DV is identified.
- Protect children and strengthen families through a wide range of services.
- Provide confidential support and offer services to children and families who have recently been involved in domestic violence.
- Educate other partners on domestic violence issues as it relates to child safety and DCYF interventions.
- Confirm services were offered.

Confidentiality Obligations:

- Recognize that partners have different levels of confidentiality obligations in regard to victim/client information and the sharing of that information.
- DCYF has confidentiality obligations under state and federal law that protects information about DCYF clients that is not available to the public without legal authority, this includes client records and the location of abused people.
- When applicable, protect against unauthorized access to and/or disclosure of client health information or data, as outlined in the Health Insurance Portability and Accountability Act.
- The partner has strict confidentiality obligations. When necessary to comply with confidentiality obligations, the partner shall procure the consent of parent/guardian or eligible children to the release and use of the data and shall maintain and make written proof of the parent/child consent available to the DCYF. DCYF recognizes that in some cases, prior written consent is necessary to share information. The consent form must meet the specification of DCYF, specify the records/information that may be disclosed, the purpose of disclosure, and state to whom the disclosures will be made.

Law Enforcement

Yakima Police Department

Roles and Responsibilities:

- Provide public safety services to victims/clients and to the community.
- Provide case status information to the victim/clients and the partners, as appropriate.
- Identify and work to resolve problems that may impede victims' access to resources in the social services network, civil and criminal justice system, and other systems.

- Educate other partners on law enforcement policies and practices.
- Update partners on emerging criminal justice issues.
- Act as a liaison between the partners and other law enforcement agencies.

Confidentiality Obligations:

- Recognize that other partners may have different levels of confidentiality in regard to victim/client information and that some partners must decline to share information about a specific victim/client because of a legal obligation to protect victim/client privacy and confidentiality.
- Notify victim/clients of their rights and of any other people or professionals, including victim witness assistants, with whom you must share their personally identifying information.
- Refer victim/clients to the local domestic violence/sexual assault advocates for confidential counseling, advocacy, and support services.
- Honor victim/client privacy to the extent permitted by law.

**Prosecutor and System Based Advocate
Yakima County Prosecutor
City of Yakima Legal Department**

Roles and Responsibilities:

- Provide case status and disposition information to the victim/clients and the partners, as appropriate, including information when cases can or cannot be prosecuted.
- Educate other partners on prosecution policies and practices.
- Explain legal definitions and relevant law to partners.
- Update partners on emerging criminal justice legal issues.
- Act as a liaison between the partners and law enforcement or legal agencies.

Confidentiality Obligations:

- Recognize that other partners may have different levels of confidentiality in regard to victim/client information and that some partners must decline to share information about a specific victim/client because of a legal obligation to protect victim/client privacy and confidentiality.

- Notify victim/clients of their rights and of any other people or professionals, including prosecution-based victim advocate, with whom you must share their personally identifying information.
- Refer victim/clients to the local domestic violence/sexual assault advocates for confidential counseling, advocacy, and support services.
- Protect prosecution work product information to the extent permitted by law.
- Honor victim/client privacy to the extent permitted by law.

**Probation and Community Custody Partner
Yakima County Probation**

Roles and Responsibilities:

- Provide supervision of Domestic Violence perpetrators as required by the sentencing court.
- When appropriate, inform the court of when a perpetrator has failed to comply with an Intimate Partner crime Court imposed sentence.

Confidentiality Obligations:

- Recognize that other partners may have different levels of confidentiality in regard to victim/client information and that some partners must decline to share information about a specific victim/client because of a legal obligation to protect victim/client privacy and confidentiality.
- Notify victim or law enforcement if a probation officer becomes aware of a credible threat against the victim.

**Behavioral Healthcare Partner
Comprehensive Healthcare**

Roles and Responsibilities:

- Provide confidential behavioral health services to clients, including victims of Domestic Violence and Domestic Violence Perpetrators.
- Identify and work to resolve problems that may impede victims' and perpetrators' access to resources in the social services network, civil and criminal justice system, and other systems.
- Serve as a liaison with the medical and behavioral health community.
- Educate the partners in regard to current information from healthcare literature pertinent to domestic violence/sexual assault.

Confidentiality Obligations: In addition to complying with HIPAA Rule and Confidentiality of Substance Use Disorder Patient Records, 42 C.F.R. Part 2, the healthcare partner shall:

- Recognize that other partners may have different levels of confidentiality obligations in regard to victim/client information and the sharing of that information.
- The Healthcare partner may share de-identified health information without obtaining a release of information. De-identified health information neither identifies nor provides a reasonable basis to identify an individual.

IV. Confidentiality Agreement Between the Parties

The confidentiality and exchange of information between the Coordinated Community Response Team partners will be governed by the provisions of federal and state regulations governing confidentiality. Each member of the Coordinated Community Response Team Partnership agrees that any information shared during collaboration meetings will remain confidential and may only be used for those purposes authorized by law and will ensure that any employee serving on the committee has been trained on the importance of confidentiality and terms of this Agreement.

V. Security

The Partners to this Agreement shall take reasonable security precautions and protections to ensure that persons not authorized to view protected information or data do not gain access to said information/data.

VI. Liability, Hold Harmless and Indemnification

1. It is understood and agreed that each member of the CCRT Partnership, its agents, officers, officials and employees, and insureds do not, by virtue of this Agreement, assume any responsibility or liability for the actions of another agency's team member.
2. Each party hereto shall be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its employees to the fullest extent required by law, and shall save, indemnify, defend and hold harmless all other partners, officials and employees from such liability. In the case of negligence of more than one party to this Agreement, any damages shall be in proportion to the percentage of negligence attributed to each party, and each party shall have the right to contribution from the other party in proportion to the percentage of negligence attributed to the other party. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party. The provisions of this section shall survive the termination or expiration of this Agreement. This clause is subject to the limitations of Washington State Law.

VII. Insurance

1. At all times during performance this CCRT Partnership, the partners will secure and/or maintain in effect insurance to protect against all claims, damages, losses, and expenses arising out of CCRT activities. Self-insurance in the amount listed below will

satisfy this section. The Partners agree to maintain in force insurance in limits no less than stated below, as applicable.

A. **General Commercial Liability Insurance.** Liability insurance and umbrella liability insurance with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. Said policy shall be in effect for the duration of this CCRT Partnership.

B. **Professional Liability Coverage.** Professional liability coverage with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per claim combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. Said policy shall be in effect for the duration of this CCRT Partnership. If the policy is written on a claims made basis the coverage will continue in force for an additional two years after the completion of this contract.

2. Under each insurance requirement listed in this Section 1, if purchased from a third party, the insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

VIII. Withdrawal from Partnership

Responsibilities agreed to in the Agreement may not be assigned to another party without consent by the other partners and any party may withdraw from the partnership by providing 30 days written notice to the partners.

IX. Miscellaneous

Any provision of this Agreement that imposes an obligation that continues after termination or expiration of this Agreement shall survive the term or expiration of the Agreement and shall be binding on the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

X. Municipal Authorizations and Approval by Legislative Authority

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the party, and the party agrees to the terms of this Agreement. The signor also certifies that the legislative authority of his or her respective employer (the City Council for cities or the County Commissioners for counties) has approved the Agreement by Resolution. This is to comply with the Washington Interlocal Cooperation Act, RCW 39.34.030(2) which states in part: "(2) Any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of this chapter....Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force."

XI. Counterparts

This Agreement may be executed in any number of identical counterparts with the same effect as if all the Parties had signed the same concurrently, notwithstanding that all Parties have not signed the same counterpart. All counterparts shall be construed as and shall constitute one and the same Agreement.

XII. Electronic Signatures

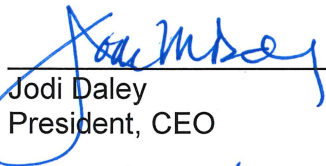
Signatures and copies of signatures on this Agreement transmitted through e-mail, facsimile, or other electronic means shall have the same effect as original signatures.

XIII. Filing

Pursuant to RCW 39.34.040 regarding methods of filing agreements pursuant to the Interlocal Cooperation Act, a copy of this Agreement shall be filed with the Yakima County Auditor, or, alternatively, listed by subject on the public agency's website or other electronically retrievable public source.

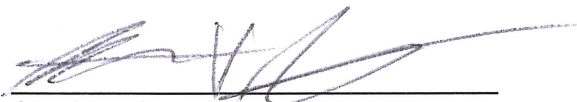
THIS AGREEMENT is executed by the persons signing below, who warrant that they have the authority to execute this Agreement.

Comprehensive Health Care



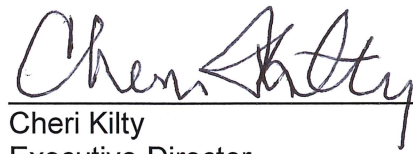
Jodi Daley
President, CEO
Date: 04/22/22

Washington Department of Children, Youth, and Families



Stephen Cotter
Office Chief of Contracts and Procurement
Date: 5.2.2022

Yakima YWCA




Cheri Kilty
Executive Director
Date: 4/4/2022

City of Yakima (Police Department and Legal Department)

Robert Harris
Yakima City Manager

Date: _____

Yakima County Prosecutor



Joseph Brusic
Yakima County Prosecutor

Date: 05-05-2022


Yakima County Probation



Therese Murphy
Yakima County Court
District Court Manager

Date: 5/6/2022

Yakima School District



Dr. Trevor Greene
Superintendent

Date: 4/20/22

BOCC Agreement

157 - 2022

Yakima County, WA

BOARD OF YAKIMA COUNTY COMMISSIONERS:

Attest this 17th day of May, 20 22

BOARD OF YAKIMA COUNTY COMMISSIONERS

Amanda McKinney

Amanda McKinney, Chair

LaDon Linde

LaDon Linde, Commissioner

Ron Anderson

Ron Anderson, Commissioner

*Constituting the Board of County Commissioners
for Yakima County, Washington*

By:

[Signature]

Julie Lawrence,
Clerk of the Board

Approved as to form:

Stefanie Weigand

DEPUTY PROSECUTING ATTORNEY

