

Sonoma County Information Sharing

Multiagency Agreement

This information sharing multiagency agreement (“Agreement”) is made and entered into as of January 8, 2025 by the following public agencies (individually “Agency” and collectively “the Parties”):

County of Sonoma, Department of Health Services, Behavioral Health Division, Youth and Family Services Section

County of Sonoma, Department of Human Services - Family, Youth and Children Division

Sonoma County Superintendent of Schools/Office of Education

Sonoma County Probation Department

Sonoma County Sheriff’s Office

Sonoma County Human Resources Department

WHEREAS:

The Parties are committed to providing appropriate programs and services to prevent children from becoming at-risk, and to intervene with Students referred by Level 1 Site Assessment Teams, in accordance with the Sonoma County Office of Education Student Threat Assessment Team (STAT) Guide.

The Parties desire a maximum degree of long-range cooperation and administrative planning to provide for the safety and security of the Sonoma County community and its children; and

The Parties are committed to improving services to students referred by Level 1 Site Assessment Teams and youth in the juvenile justice system by sharing information as permitted by law, which will allow the Parties to coordinate efforts and reduce duplication of services; and

The Parties agree that sharing appropriate information, resources, and training will result in improved coordination; and

The Parties acknowledge that various laws set forth the roles and responsibilities of each Agency in serving youth; and

The Parties agree that all obligations stated or implied in this Agreement shall be interpreted in compliance with applicable state and federal laws governing each Agency.

Amie R. Carter, Ed.D. | Sonoma County Superintendent of Schools

Board of Education | Gina Cuculis, Herman G. Hernandez, Steven Herrington, Ph.D., Peter Kostas, Mary Watts

NOW, THEREFORE, the Parties agree to promote a coordinated effort to improve the safety and welfare of youth by doing the following:

I. Addition of Participating Agencies and Amendment of the Agreement

The Parties initially entering into this Agreement hope that over time additional local educational agencies throughout Sonoma County and additional Public and Local Government Agencies in Sonoma County, as appropriate, will join this Agreement. Each participating Public or County Agency Department Head shall maintain authority to assign a representative designee, amend this Agreement, and to add new participating Agencies. Additional public agencies may join this Agreement and participate in Meetings so long as (a) they commit to be bound by this Agreement's terms, (b) each new Agency's governing authority approves the Agreement, and (c) a majority of the existing Parties' Department Heads approves the addition of the new Agency, as a signatory of an amendment to the most recent version of this agreement .

This, and any other amendments to this Agreement, shall only be made in writing and with the consent of the majority of the Parties or their designees.

II. Term

This Agreement shall be effective once approved by all of the initially participating Parties and shall automatically renew each July 1 thereafter. Any Agency may withdraw from this Agreement at any time after providing written notice to the Parties, but such an Agency (including its officers, employees, and agents) will continue to be bound by the information sharing provisions of this Agreement and applicable state and federal laws with respect to information or records acquired in the course of the Agency's participation in this Agreement.

III. Level 2 Student Threat Assessment Team ("STAT") Meetings

The Parties will participate in STAT meetings ("Meetings") to facilitate the exchange of information about Students referred by Level 1 Site Assessment Teams, in accordance with the Sonoma County Office of Education Student Threat Assessment Team (STAT) Guide and youth in the juvenile justice system by sharing information as permitted by law.

Level 1 Site Assessments shall be considered when one or more of the following conditions are met:

1. Threat or aggression is specific to an identified target, and there is a motive and a plan.
2. There is a weapon at school or an attempt to bring a weapon to school.
3. Threat or aggression is causing considerable fear or disruption to normal activity.
4. There is continued intent to carry out a threat of harm to self or others.
5. There is a history of threats or extreme aggression (violence).
6. Staff, a parent, a community member, or a student perceives threatening circumstances.
7. An administrator is unable to determine if a situation poses a risk to school personnel or the community.

Level 2 STAT will consist of county level agencies addressing higher-risk threats and will serve to coordinate external interventions that exceed the scope of the school-based level 1 STAT's supports.

The Parties will agree on a schedule of regular Meeting times which may be canceled or used as needed, and the Parties agree that each Agency will strive to make available one or more staff members to participate virtually or by phone in regularly scheduled Meetings. The Parties acknowledge that in some instances it may be necessary to call a Meeting outside of the regular Meeting schedule, and the relevant Agencies will make their best efforts to participate.

An Agency may call a Meeting when the Agency is concerned that a youth served by the Agency or a youth under its jurisdiction may be a risk to themselves (in accordance with Level 1 considerations) or others and believes that other Agencies may have relevant, helpful information, or believes that other Agencies could benefit from information about the youth that the Agency calling the meeting is legally permitted to share. Agencies will participate in these Meetings if they are County-level Agencies, the youth in question's school district of residence or enrollment, or a local law enforcement agency serving the youth's school district or community.

An Agency calls for a Meeting by notifying the County Superintendent who in turn will notify the Parties of the need for the Meeting and coordinate scheduling if the matter cannot wait until the next regularly scheduled Meeting time. When no Agency has called for a Meeting, the County Superintendent will inform the Parties that the next regularly scheduled Meeting is not needed.

IV. Information Sharing

This Agreement does not compel any Agency to share confidential information with other Agencies. Participating Agencies are subject to various state and federal laws which limit their ability to share confidential information. Each individual Agency will be guided by its own determination as to what information it may share with other Agencies and which Agencies it may share such information with, and shall develop internal written policies to ensure that confidential information received pursuant to this Agreement is disseminated only under appropriate circumstances and only to appropriate personnel, in accordance with all applicable laws. However, the Parties agree that they shall each comply with relevant state and federal law and other applicable local rules that relate to the use, security, dissemination, retention and destruction of records. Information shared pursuant to this Agreement may only be shared to the extent permitted by law applicable to each agency.

V. Specific Agency Responsibilities

A. The County Superintendent of Schools and each School District Superintendent agree to:

1. Designate a contact person(s) to act as the STAT Manager. Designee is responsible for scheduling Level 2 meetings, receiving criminal and historical information, and providing overall case management for the STAT. All parties to this agreement shall be informed of the County/District Superintendent's designee.

2. Request criminal and historical information only for the purposes of student assessment, student placement or to ensure the security of persons and property.
3. Develop appropriate internal written policies to ensure that confidential information received pursuant to this Agreement is disseminated only to appropriate personnel.
4. Share information on student achievement, behavioral and attendance history on youth referred for a Level 2 STAT with the parties to this Agreement for the purposes of assessment and treatment, as permitted by law.

B. County of Sonoma, Human Resources agrees to:

1. Designate a contact person(s) to be responsible for liaising with the SCOE County/District Superintendent's designee on governance and Tier 2 team operational items.
2. Assist SCOE, as needed, in communicating with the appropriate County agency representatives.
3. Support SCOE, as appropriate, in the development of internal written policies to ensure that confidential information received pursuant to this Agreement is disseminated only to appropriate personnel.
4. Share information on behavioral threat assessment theory, best practices, professional standards, and assist SCOE, as appropriate, on the development and enhancement of written policies applicable to threat assessment activities.
5. Inform the County/District Superintendent or their designee of any identified behaviors exhibited by a student, or other member of the public that compromises school or community safety.

C. County of Sonoma, Department of Health Services; Behavioral Health, Youth Division agrees to:

1. Designate a primary and secondary contact person(s) to be responsible for representing their respective departments in Tier 2 assessment activities. Department representatives should be knowledgeable in behavioral threat assessment theory, best practices, professional standards, and SCOE written policies applicable to threat assessment activities.
2. Share dispositional, placement and case management information relating to youth referred for a Level 2 STAT with the parties to this Agreement for the purposes of assessment and treatment,

with other agencies as appropriate and as permitted by law for purposes of assessment, placement and/or enhanced services to school aged clients.

3. Develop appropriate internal written policies to ensure that any confidential information received pursuant to this Agreement is disseminated only to appropriate personnel.
4. When appropriate, consult with schools, law enforcement, and local service providers to obtain consent from the parent(s), or legal health records holder, of a youth referred for a Level 2 Assessment to share client information for the purpose of coordinating services and reducing duplication of effort and to best serve the child and/or the family.
5. Upon request by the County Superintendent or a school district and with proper consent, share information, as permitted by law, with the County/District Superintendent or their designee for purposes of student assessment, placement or security of persons and property.

D. County of Sonoma, Department of Human Services, Youth Division agrees to:

1. Designate a primary and secondary contact person(s) to be responsible for representing their respective departments in Tier 2 assessment activities. Department representatives should be knowledgeable in behavioral threat assessment theory, best practices, professional standards, and SCOE written policies applicable to threat assessment activities.
2. Share dispositional, placement and case management information relating to youth referred for a Level 2 STAT with the parties to this Agreement for the purposes of assessment and treatment, with other agencies as appropriate and as permitted by law for purposes of assessment, placement and/or enhanced services to school aged clients.
3. Develop appropriate internal written policies to ensure that any confidential information received pursuant to this Agreement is disseminated only to appropriate personnel.
4. Assist in requesting court orders to be issued by the juvenile court pursuant to Welfare and Institutions Code sections 827 *et. seq.*, as may be warranted and appropriate for the release of information concerning juveniles within the juvenile court's jurisdiction, to the extent the release of such information is necessary to promote the goals of this Agreement pertaining to the sharing of information between the involved agencies regarding youth for the purpose of student assessment, the placement or security of persons and property, and the like.
5. When appropriate, consult with schools, law enforcement, and local service providers to obtain consent from the parent(s), or legal health records holder of a youth referred for a Level 2 Assessment to share client information for the purpose of coordinating services and reducing duplication of effort and to best serve the child and/or the family.

6. Upon request by the County Superintendent or a school district and with proper consent, share information, as permitted by law, with the County/District Superintendent or their designee for purposes of student assessment, placement or security of persons and property.

E. Sonoma County Probation Department agrees to:

1. Designate a primary and secondary contact person(s) to be responsible for representing their respective departments in Tier 2 assessment activities. Department representatives should be knowledgeable in behavioral threat assessment theory, best practices, professional standards, and SCOE written policies applicable to threat assessment activities.
2. Share dispositional, placement and case management information relating to juvenile probationers with other agencies as appropriate and only as permitted by law for the purposes of assessment, placement and/or enhanced supervision of juveniles.
3. Assist in requesting court orders to be issued by the juvenile court pursuant to Welfare and Institutions Code sections 827 *et. seq.*, as may be warranted and appropriate for the release of information concerning juveniles within the juvenile court's jurisdiction, to the extent the release of such information is necessary to promote the goals of this Agreement pertaining to the sharing of information between the involved agencies regarding youth for the purpose of student assessment, the placement or security of persons and property, and the like.
4. Develop, in cooperation with schools, law enforcement, and local service providers, a written plan to determine the procedures to take when a juvenile probationer is identified as being truant from school.
5. Develop appropriate internal written policies to ensure that juvenile case file information is shared under this Agreement only in accordance with applicable law, and that any confidential information received pursuant to this Agreement is disseminated only to appropriate personnel.

F. The Sheriff and each Law Enforcement Chief agree to:

1. Designate a primary and secondary contact person(s) to be responsible for representing their respective departments in Tier 2 assessment activities. Department representatives should be knowledgeable in behavioral threat assessment theory, best practices, professional standards, and SCOE written policies applicable to threat assessment activities.

2. To the extent not otherwise prohibited by law and when appropriate, inform the County/District Superintendent or their designee of any identified concerning behaviors exhibited by a student, or other member of the public that compromises school or community safety. Develop appropriate internal written policies to ensure that confidential student information shared by a school district is disseminated only to appropriate personnel.
3. Cooperate with schools, law enforcement, and local service providers to participate in the Student Attendance Review Board (SARB) process when a child is identified as being truant from school.

VI. Indemnification and Defense

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

The Parties, by their signatures below, have executed this Agreement and agree to be bound by the terms and conditions set forth herein.

**Dr. Amie R. Carter, County Superintendent of Schools
Sonoma County Office of Education**

Signature on file

**Jennifer Solito, Interim Department Director
Department of Health Services**

**Janell Crane, Department Director
Human Resources Department**

**Angela Struckmann, Department Director
Human Services Department**

**Vanessa Fuchs, Chief Probation Officer
Probation Department**

**Eddie Engram, Sonoma County Sheriff
Sheriff's Office**
