

**SONOMA COUNTY
FOSTER FOCUS SYSTEM
INTERAGENCY AGREEMENT AMONG:**

SONOMA COUNTY OFFICE OF EDUCATION

**SONOMA HUMAN SERVICES DEPARTMENT
FAMILY, YOUTH, AND CHILDREN SERVICES**

SONOMA COUNTY PROBATION DEPARTMENT

SONOMA COUNTY JUVENILE COURT

SONOMA COUNTY SCHOOL DISTRICTS

Purpose and Scope of the Interagency Agreement

This agreement pertains to the Foster Focus data system, which was developed by the Foster Youth Services program of the Sacramento County Office of Education (SCOE FYS) in partnership with Sacramento County school districts, county agencies and organizations. Foster Focus is a web-based information sharing network. It is designed to improve the educational outcomes of foster youth by gathering and transferring education, placement, and education related health records.

School districts and placing agencies benefit from Foster Focus, in that they have access to information that is otherwise difficult to obtain. The system will allow designated school and/or district staff to identify all students in their school or district who are currently supervised by the Juvenile Court and in out-of-home care (whether adjudged dependents or delinquents). Additional information available includes (but is not limited to): the name and contact information of the child's social worker or probation officer and person holding education rights; health (including immunizations) and education records (prior school placements, special education eligibility, test scores, etc.).

This Foster Focus Interagency Agreement ("Foster Focus Agreement") outlines the specific Foster Focus system access allowed to each party to the agreement and the procedures and safeguards required for the system's use.

Period of Agreement

This agreement will be effective from the date it is signed by all parties and will be in force until June 30, 2017. This Agreement is automatically renewable for five years at the end of each five year term, unless the parties agree otherwise in writing.

Confidentiality

All agencies shall maintain the confidentiality of all information, in accordance with law. A court order (Standing Orders 2004 1 and 2) by Judge Tansil allow for the disclosure of juvenile court case file information among the identified parties. Juvenile case file information includes court records, Probation Department records, Child Protective Services records and Court Appointed Special Advocates (CASA) records. This court order allows for the sharing of specific information. This information will be used solely for meeting the educational needs of foster youth and shall not be shared with others or used for any other purposes. All such released information is also subject to all applicable Federal, State and local laws, rules, regulations, policies and other applicable court orders regarding confidentiality and privacy.

Only those individuals authorized by the signatory agencies to use Foster Focus will be given access to information in Foster Focus. All agencies shall comply with relevant State and Federal law and other applicable local rules which relate to records use, security, confidentiality, privacy, dissemination and retention/ destruction. This includes (but is not limited to) the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy Act (FERPA), the California Education Code, and the California Welfare and Institutions Code.

In furtherance of this purpose, each entity will require each individual employee who will be a user of Foster Focus to both review and sign a SCOE FYS Confidentiality Agreement (Attachment A) as a condition for using Foster Focus. Each entity further agrees that in no event will its employees be given access to information from Foster Focus or to the system itself without a properly executed and current Agreement being on file with SCOE FYS.

Data Exchange Agreements

Sonoma County Human Services Department, Family, Youth, and Children Services: Human Services Department (SCHSD), Family, Youth, and Children (FY&C) agrees to provide accurate up-to-date data from the Child Welfare Services/Case Management System (CWS/CMS) pursuant to established procedures, appoint an administrator to work with SCOE to ensure that only appropriate SCHSD users are given access to the Foster Focus system and authorize, as appropriate, SCHSD staff who require access to the confidential information in Foster Focus.

Local Educational Agencies (LEAs): Each school district will provide, pursuant to established procedures, an electronic copy of the following information for all students in foster care within the district for each day school is in session: the names and addresses of education providers; the child's grade level performance; attendance records; disciplinary history (including suspensions and expulsions and reinstatement conditions); start date and leave date; current class schedule; home language survey results; educational testing scores; Individualized Education Program (IEP), Student Study Team (SST) and Section 504 (Rehabilitation Act of 1973) eligibility information; behavioral intervention plans; psychological-educational reports; information related to additional special education programs or other services offered to or utilized by the child and any reports related thereto; and any notations by the educator in regard to the child. The format for submission will be pursuant to established procedure.

Student records will be matched to records for dependent and delinquent foster youth using a combination of data elements to ensure accurate matches before being processed and sent to SCOE FYS for inclusion in the Foster Focus system (criteria identified in Attachment B).

Sonoma County Probation: Probation agrees to provide accurate and up-to-date information on the placement and status of wards placed in out-of-home care (pursuant to established procedures), appoint an administrator to work with SCOE to ensure that only appropriate

Probation users are given access to Foster Focus System and authorize, as appropriate, Probation staff who require access to the confidential information in Foster Focus.

Sonoma County Juvenile Court: The court agrees to provide accurate and up-to-date information in regard to the educational rights of youth in care, pursuant to established procedures.

Ownership and Maintenance of Foster Focus System

It is the understanding of the parties that SCOE FYS owns the software and other intellectual property rights that constitute the Foster Focus system.

SCOE FYS will maintain Foster Focus utilizing data downloaded from CWS/CMS and participating Sonoma County School Districts as well as information provided by Probation. Foster Focus will display education and health information for foster youth in the dependency and delinquency systems and in out-of-home care. SCOE FYS will ensure that participating schools and school districts have access to this information in order to identify foster youth they are currently serving and that CPS and Probation have access for the purpose of case management.

Implementation

Training will be provided to all stakeholders on implementation of the Interagency Agreement by their respective agency. Stakeholders having difficulties with implementation may contact the Sonoma County Office of Education Foster Youth Services at (707) 524-2661. SCOE FYS will facilitate communication so that solutions can be explored for incorporation into updates.

Internal methods and monitoring

All agencies shall develop internal policies and procedures to implement this agreement to the maximum extent possible and monitor self-compliance, including compliance with all relevant laws.

Indemnification

Each party agrees to defend, indemnify and hold harmless the other parties, their directors, officers, agents, volunteers, and employees, from and against any and all claims, demands, damages, loss, and other liability, including but not limited to damages or destruction of property, injuries to or death of persons, and reasonable attorney fees and costs, resulting from or arising out of its performance and/or non-performance of its duties and responsibilities under this Agreement; and any other negligent act or omission of that respective party's directors, officers, agents, volunteers, or employees in connection with the terms and conditions of this Agreement. A party shall have no obligation, however, to defend, indemnify or hold harmless a second party from such a claim, demand, damage, loss, or other liability if it

is determined by a court of competent jurisdiction that such was caused by the sole negligence or willful misconduct of that second party. If a claim, demand, damage, loss or other liability arises out of the concurrent acts or omissions of more than one party, those respective parties are each jointly and severally liable to all other parties under the indemnification requirements of this paragraph.

Entire agreement

This Agreement represents the entire Agreement and understandings of the parties hereto.

Termination

Prior to the expiration date of this Agreement, a party to this agreement may terminate their participation in this Agreement without cause at the end of a school year by providing 30 days' written notice of the intent to terminate upon all parties pursuant to the 'Notice' requirement in this Agreement. Upon termination of their participation in this Agreement, if a party retains information received under it, any subsequent use, storage and access to such information will continue to be subject to the terms and conditions of this Agreement.

AUTHORIZED REPRESENTATIVES AND SIGNATORIES

Administration of the Interagency Agreement:

Each party identifies the following position to serve as the authorized administrative representative for that party. Any party may change its administrative representative by notifying the other parties in writing. Any such change will become effective upon the receipt of such notice in writing by all other parties to this agreement.

Sonoma County Human Services Department Family, Youth, and Children Services	Sonoma County Probation
Position title: Division Director	Position Title: Director of Juvenile Probation
Sonoma County Office of Education	Sonoma County Juvenile Court
Position Title: Superintendent of Schools	Position Title: Presiding Judge
Sonoma County School Districts	
Position Title: Superintendent	

Amendments to this agreement

This Agreement may not be amended in any way except by a written document signed by an authorized representative of all parties to this Agreement. Parties to this Agreement are identified below in the "Signatories to Agreement" section below.

Governing law

This Agreement will be deemed to have been made and shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of California.

Compliance with applicable laws

All responsibilities identified in this Agreement shall be performed in accordance with applicable Federal, State and local laws, rules, regulations, and policies.

Notice

All notices, requests, demands and other communications made to parties under this Agreement shall be in writing and delivered personally or sent by United States first class mail, postage prepaid, to the addresses set forth in the "Signatories to Agreement" section below.

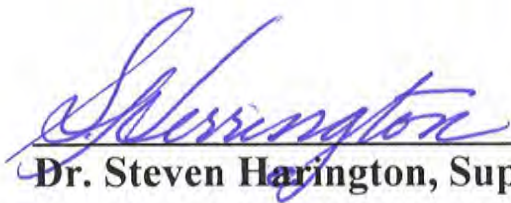
Non-assignment

This Agreement shall inure to the benefit of, and be binding upon, the parties hereto. None of the rights, privileges, interests, duties or obligations created by this Agreement are assignable by a party without the prior written consent of the all remaining parties.

SIGNATORIES TO THE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Sonoma County Foster Focus System Interagency Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Sonoma County Office of Education



Dr. Steven Harrington, Superintendent of Schools

Date: 1-16-13

SIGNATORIES TO THE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Sonoma County Foster Focus System Interagency Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Superior Court of California, County of Sonoma

Hon. Raima Ballinger, Presiding Judge of the Juvenile Court

Date: _____

SIGNATORIES TO THE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Sonoma County Foster Focus System Interagency Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**Sonoma County Human Services Department
Family, Youth, and Children Services**

Nick Honey, Division Director

Date: _____

SIGNATORIES TO THE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Sonoma County Foster Focus System Interagency Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Sonoma County Probation Department

Brad Michnevich, Director of Juvenile Probation

Date: _____

SIGNATORIES TO THE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Sonoma County Foster Focus System Interagency Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

_____ **School District**

Superintendent

Date: _____

ATTACHMENT A



Foster Youth Services Program of Sacramento Foster Focus Confidentiality Agreement

As an employee of _____, the undersigned may have access to confidential communications and foster youth information currently or previously in, or to be entered into, the *Foster Focus* system, maintained by the Sacramento County Office of Education's Foster Youth Services department. In consideration of said relationship and in consideration of the granting of access to *Foster Focus*, the undersigned agrees as follows:

1. For the purposes of this agreement, "confidential communications and foster youth information" shall be considered to include any and all information defined as such under federal and state law currently in the database, *Foster Focus*, information previously part of the database, *Foster Focus*, or information accessible to the undersigned for the purpose of entering all or any part of the information into the database, *Foster Focus*, at some future time.
2. Confidential information shall be accessed only as necessary to perform legitimate foster youth services related job duties.
3. Confidential information shall be handled carefully and with due diligence to protect against such information inadvertently being disclosed.
4. Confidential information shall not be divulged, copied, released, sold, loaned, reviewed, transmitted, altered or destroyed except as authorized by FYS.
5. The undersigned's login identity, password or other access codes shall be safeguarded to avoid their unauthorized use by others. The undersigned agrees to be responsible for all activities undertaken using his or her login, password or other access codes.
6. The undersigned agrees not to divulge his or her password to others.
7. The undersigned agrees to immediately request a new login identity and password if there is reason to suspect that another person may have access to his or her login or password.
8. The undersigned understands and agrees that the obligations under this agreement will continue after termination of employment with the agency identified above and/or after access to the database, *Foster Focus*, has terminated.

I understand revealing confidential information is a violation of FYS policy and could result in organizational, civil, or criminal action and/or termination of my employment or working relationship with the Sacramento County Office of Education.

_____	_____
Applicant's Name (print)	Signature
_____	_____
Title (print)	Phone
_____	_____
	Date

As the applicant's supervisor, I hereby authorize the above-named employee to access the data system, *Foster Focus*, for the purpose of performing authorized FYS partnership duties subject to the terms of this agreement. (Please complete the following:)

This employee is authorized to have read only or data entry privileges (check one).
Circle access to be granted: M T W Th F from (time) _____ to _____ or 24/7.
This employee may access *Foster Focus* from one computer or multiple computers.
This employee may view primary disability category and service, or all IEP documents. (check one).
Please set expiration date of this agreement for 6 months 1 year None, until further notice (check one).

I agree to notify the Sacramento County Office of Education when this employee's employment terminates or his/her work assignment changes to non-Foster Youth Services activities.

_____	_____
Applicant's Supervisor's Name (print)	Signature
_____	_____
Title (print)	Date

COE or Agency Approval - signature and date

ATTACHMENT B

Criteria for Selection of Data Elements

Each party will designate one contact person in the agency who will have authority to approve access for all other users in the agency and who will ensure that users sign the Confidentiality Agreement. This person will also authorize the level of access for each user by indicating on the Confidentiality Agreement whether the user will have the access which allows creating records, updating records or only reading information in the record.

Information Available to each Party to this Agreement

Sonoma County School Districts will have access which allows users to see a foster youth's placement agency information including the agency name, address, and current placement worker; demographics; residential history; school placement history; education related health information including immunizations; other education information including test scores, grade point average, attendance information, IEP date, disability, other IEP related information; contact information for the person holding educational rights, Independent Living Program worker, Instructional Case Manager, attorney, Court Appointed Special Advocate; services provided and case notes made by Foster Youth Services; and access to documents stored for the student.

Sonoma County Human Services Department, Family, Youth, and Children Services will have access to records only for children placed by this agency. For these children CPS will see the placement agency information including the agency name, address, and current placement worker; demographics; residential history; school placement history; education related health information including immunizations; other education information including test scores, grade point average, attendance information, IEP date, disability, other IEP related information; contact information for the person holding educational rights, Independent Living Program worker, Instructional Case Manager, attorney, Court Appointed Special Advocate.

Sonoma County Probation will have access that allows users to see the records only for children placed by this agency. For these children Probation will see the placement agency information including the agency name, address, and current placement worker; demographics; residential history; school placement history; education related health information including immunizations; other education information including test scores, grade point average, attendance information, IEP date, disability, other IEP related information; contact information for the person holding educational rights, Independent Living Program worker, Instructional Case Manager, attorney, Court Appointed Special Advocate.

Sonoma County Juvenile Court will have access to records for children under its supervision placed by either CPS or Probation. For these children the Court will be able to see school placement history; education related health information including immunizations; other

education information including test scores, grade point average, attendance information, IEP date, disability, other IEP related information; contact information for the person holding educational rights, Independent Living Program worker, Instructional Case Manager, attorney, Court Appointed Special Advocate.