

STANISLAUS THREAT MANAGEMENT MULTIDISCIPLINARY TEAM MEMORANDUM OF UNDERSTANDING
AMONG STANISLAUS COUNTY DEPARTMENTS AND LOCAL PUBLIC ENTITIES WITHIN STANISLAUS
COUNTY

This Memorandum of Understanding (hereinafter referred to as "Agreement") is made and entered into by and between Stanislaus County through various agencies and departments of the County ("COUNTY"), participating cities within Stanislaus County, and various school districts within Stanislaus County, for and in consideration of mutual promises, covenants, and agreements as are hereinafter set forth.

WHEREAS, Stanislaus County, and various governmental entities and school districts, wish to promote interagency collaboration through a County-wide initiative to coordinate government efforts to Detect and Prevent Incidents of Mass Violence; and

WHEREAS, Stanislaus County and the aforementioned participating entities support the Stanislaus Threat Management Multidisciplinary Team (MDT) to facilitate the expedited identification, assessment, intervention, and management of individuals who are moving on a pathway to mass violence; and,

WHEREAS, COUNTY and City of Modesto departments such as the Modesto Police Department, Community Services Agency (CSA), Behavioral Health and Recovery Services (BHRS), Sheriff, Probation Department, District Attorney (DA), Health Services Agency (HSA), Stanislaus County Office of Education (SCOE), and school districts in Stanislaus County have agreed to be participating members of the Stanislaus Threat Management MDT with the intent of reaching its goals of detecting and preventing incidents of mass violence by actively and openly sharing information regarding individuals who are suspected of moving on a pathway to mass violence, working collaboratively to enforce and prosecute applicable criminal laws, and engaging these individuals to access social services, substance abuse treatment, and behavioral and mental healthcare services as needed; and

WHEREAS, public entities, or organizations, identified in Exhibit B, have agreed to be members of the Stanislaus Threat Management MDT; and

NOW, THEREFORE, the participating members agree:

A. TERMS AND CONDITIONS

1. Each respective participating member agency or organization shall make the following contributions to ensure the success of the MDT: (a) Assign staff to perform designated roles and responsibilities that support reaching the goal of detecting and preventing incidents of mass violence and as described below, attached hereto and incorporated herein by reference; (b) Stanislaus Threat Management MDT participating members will provide targeted law enforcement efforts and/or social services for individuals identified by the MDT; (c) Assigned MDT Staff will facilitate access and linkages to their respective programs.

2. The COUNTY Departments, City of Modesto, and other partners will convene the Stanislaus Threat Management MDT. The Stanislaus Threat Management MDT is a voluntary coalition that meets to collaboratively work toward the shared goals of detecting and preventing incidents of mass violence. The MDT will meet a minimum of 4 times a year.

C. TERM

This MOU shall commence on July 1, 2019, and end on June 30, 2022, at which time the MOU will be reviewed by all participating members for revisions and extension. Any participating member may terminate their participation in this MOU and Stanislaus Threat Management MDT participation by giving seven (7) calendar days written notice to the other participating members. Participating members agree and anticipate members described on page 1 will join as participating members of the MOU subsequent to the commencement date. The MOU terms and responsibilities of existing participating members are unchanged by the addition of subsequent participating members. Agencies can be added by discretion of the multidisciplinary team.

E. INDEMNIFICATION

Each of the participating members hereto shall defend, indemnify, and hold each other, their officers, employees, and agents harmless from any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the other participating member, its officers, agents, volunteers, or employees.

G. CONFIDENTIALITY

1. All participating members to this Agreement acknowledge that Information from each agency is confidential and all participating members agree that information shared among the participating members shall not be re-disclosed, contrary to law.

2. All participating members agree to keep confidential all information obtained or learned during the course of this Agreement and to not disclose or reveal such Information for any purpose not connected with the matter for which the information is provided. All participating members shall comply with all laws including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), The Family Educational Rights and Privacy Act of 1974 (FERPA), and the Lanterman-Petris-Short Act (LPS) regulations privacy rules and security standards, applicable to that agency.

a. School districts have an obligation to protect educational records or other personally identifiable information under federal and State laws. Information pertaining to students can generally only be shared with other agencies with written consent by a parent or student who is at least of 18 years of age. (34 C.F.R. § 99.30.) School districts may disclose information pertaining to students without requisite consent in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the students or other individuals. (34 C.F.R. §§ 99.31 and 99.36.) In making this determination, the school district will take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the school district determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it will share this information with the other agencies.

3. Participating members agree to use their best efforts to prevent and protect the confidential information, or any part thereof, from disclosure to any person other than the participating member's employees having a need for disclosure in order to carry out the duties and responsibilities related to services or enforcement resulting from this Agreement.

4. Confidential information furnished in tangible form shall not be duplicated by participating members except for purposes of this Agreement and shall be returned or destroyed upon request of the participating member who provided the tangible information.

5. This Agreement imposes no obligation upon the participating members with respect to any confidential information (a) that was in the participating members possession before receipt from another participating member; (b) is or becomes a matter of public knowledge through no fault of the participating member; (c) is rightfully received by a participating member from a third party not owing a duty of confidentiality to the participating members; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of the participating member who furnished it; (e) is independently derived by the participating member; or (f) is required to disclose confidential information pursuant to operation of law or court order.

6. All participating members to this agreement shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code (WIC) and Division 19 of the CDSS Manual of Policies and Procedures. WIC 10850.1 defines a multidisciplinary team engaged in the prevention, identification, management, or treatment of child abuse or neglect, or of the abuse of elder or dependent persons are activities performed in the administration of public social services, and a member of the team may disclose and exchange any information or writing that also is kept or maintained in connection with any program of public social services or otherwise designated as confidential under state law which he or she reasonably believes is relevant to the prevention, identification, management or treatment of child abuse or neglect, or of the abuse of elder or dependent persons to other members of the team. All discussions relative to the disclosure or exchange of any such information or writing during the team meetings are confidential and notwithstanding any other provision of law, testimony concerning any such discussion is not admissible in any criminal, civil, or juvenile court proceeding.

7. The only time confidential information is reported is when it is required by law such as a child, elder, dependent abuse/neglect as mandated by the California Penal Code.

H. OWNERSHIP OF CONFIDENTIAL INFORMATION

1. All participating members agree that nothing contained in this Agreement shall be construed as granting or implying any transfer of rights of disclosed confidential information to any other participating member.

2. Without the consent of the participating member who provided the confidential information, either verbally or in tangible form, the information shall not be used, directly or indirectly, for any purpose other than in connection with the Stanislaus Threat Management MDT and such use shall absolutely cease at the request of the participating member who holds the rights to the information.

I. REQUESTS TO DISCLOSE INFORMATION

In the event that a participating member is requested or becomes legally compelled to disclose any confidential information obtained from another participating member, the Undersigned will promptly provide the participating member with notice so that the member may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

J. BREACH

The participating members acknowledge that the unauthorized disclosure or use of the confidential information would cause irreparable harm and significant injury to the MDT and participating members, the degree of which may be difficult to ascertain. Accordingly, all participating members agree that the Undersigned shall have the right to seek an immediate injunction enjoining any breach of this Agreement as well as the right to pursue any and all other rights and remedies available at law or in equity for such breach.

K. NONDISCRIMINATION

1. During the performance of this Agreement, each participating member and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment, unpaid intern, volunteer, independent contractor or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Each participating member and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to nondiscrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

2. Consistent with the requirements of applicable Federal or State Law, no participating member shall engage in any unlawful discriminatory practices in the admission of clients, assignment of accommodations, treatment, evaluation, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age (over 40), sexual preference, or mental or physical disability (including individuals with AIDS or those with a record of or who are regarded as having a substantially limiting impairment), or medical condition (cancer-related), pregnancy related condition, or political affiliation or belief. This policy shall be in writing, in English and Spanish. It shall be posted in all public areas.

3. All participating members shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the participating member's delivery of services.

L. RELATIONSHIP OF PARTICIPATING MEMBERS

This is an Agreement by and between independent contractors and is not intended to, and shall not be construed to be, nor create the relationship of agent, servant, employee, joint venture, or any other similar association.

M. REFERENCES TO LAWS AND RULES

In the event any law, regulation, or policy referred to in this MOU is amended during the term hereof, the participating members agree to comply with the amended provisions as of the effective date of such amendment.

N. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the members of the Stanislaus Threat Management MDT and no other understanding, oral or otherwise, regarding this Agreement, shall be deemed to exist or to bind any of the participating members to this Agreement.

O. AMENDMENT

This Agreement may be modified, amended, changed, added to, or subtracted from by mutual consent of the participating members hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

The undersigned hereby agree to the provisions of this Agreement and agree that the provisions made herein will be honored.

P. ADVICE OF ATTORNEY

Each participating member warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

Q. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

EXHIBIT B

PUBLIC ENTITIES, NON-PROFIT/COMMUNITY BASED CORPORATIONS OR ORGANIZATIONS, THAT HAVE
AGREED TO BE PARTICIPATING MEMBERS OF THE STANISLAUS THREAT MANAGEMENT
MULTIDISCIPLINARY TEAM

Agency: _____

Authorized Official: _____ Date _____

Signature _____

Printed Name & Title _____

Address: _____

Telephone: _____

E-Mail Address: _____