



CASEY FAMILY PROGRAMS AND GUILDFORD COUNTY (NC)

CHILD WELFARE COLLABORATION AGREEMENT

THIS CHILD WELFARE COLLABORATION AGREEMENT (Agreement) is entered into as of January 1, 2018 (Effective Date), by and between Guilford County (NC) Department of Human Services, Social Services Division (DHS-SSD) and Casey Family Programs (CFP). CFP and DHS-SSD are sometimes referred to individually as a Party and collectively as the Parties. This Agreement supersedes and replaces any prior Child Welfare Initiative Agreement between the Parties, and any such prior agreement is terminated as of the Effective Date of this Agreement.

CFP is a nationally accredited Washington nonprofit corporation whose mission is to provide, improve and ultimately prevent the need for foster care. CFP engages states, counties and tribes in child welfare collaborations to: (1) safely reduce the number of youth in foster care in this country; (2) support more effective reinvestments in children and families; (3) demonstrate how every child can have a safe and permanent family; and (4) encourage a shared vision to improve the long-term safety and success of children and families (collectively, the 2020 Goals).

DHS-SSD is a governmental entity, whose mission is to Use a holistic approach to assure safety, promote self-sufficiency and permanency in the lives of adults, children, and families through collaboration and partnership within the community.

The Parties desire to work together under the terms and conditions set forth in this Agreement to advance their mutual goal of improving outcomes for youth and families who experience the foster care system. This work will also inform and advance CFP's 2020 Goals, which involve collaboration with public, business, nonprofit, philanthropic, and community sectors to create supportive communities that keep children safe and help families thrive. CFP provides its technical expertise, resources, and ongoing strategic consulting at no cost to DHS-SSD.

In consideration of the foregoing, the Parties agree as follows:

- 1. Child Welfare Collaboration.** During the Term of this Agreement, the Parties shall work together to identify, implement, and assess practices that meet the Parties' mutual goals (Child Welfare Collaboration). In furtherance of the Child Welfare Collaboration, the Parties shall work together on designated collaboration strategies (each, a Collaboration Strategy) and corresponding work efforts.
- 2. Collaboration Leads, Staffing, and Technical Assistance.** DHS-SSD shall designate the following individuals to collaborate with CFP on the Child Welfare Collaboration Strategies and Identified Outcomes Plan as outlined in this Agreement: 1) a leader from its office (DHS-SSD Collaboration Lead) as the individual primarily responsible for moving the work forward under this Agreement and ensuring

timely cooperation and engagement from all executive branch agencies that serve youth and families; 2) the Director for the DHS-SSD; and 3) the Deputy Director for the DHS-SSD(Collaboration Lead(s)).

CFP shall designate a CFP Strategic Consultant as CFP Collaboration Lead, and will identify CFP staff to work with DHS-SSD to support, implement, and evaluate the Child Welfare Collaboration. In addition, CFP shall provide or procure technical assistance to support the Collaboration Strategies.

The Collaboration Leads shall be responsible for coordination of all Child Welfare Collaboration work efforts, communications, and documentation. The Collaboration Leads will meet regularly to provide ongoing planning and management for each Collaboration Strategy, with responsibility to: (1) mutually develop Collaboration Strategies and detailed work efforts, timelines, deliverables, and budgets (Work Efforts); (2) document the Child Welfare Collaboration as set forth below; (3) oversee implementation of the Collaboration Strategies and Work Efforts to ensure they are on target; (4) use data to evaluate progress and effectiveness of the Collaboration Strategies; (5) develop effective internal and external communications plans; and (6) agree upon Collaboration Strategies and Work Efforts for each year.

2.1 Documentation of Strategies and Identified Outcomes. The Collaboration Leads shall document the Child Welfare Collaboration as follows:

2.1.1 Strategy and Identified Outcomes Plan. The Parties shall develop a plan detailing the Collaboration Strategies, corresponding projects, identified outcomes (including any performance measures), any CFP Funds, and a payment and reporting schedule (Strategy and Identified Outcomes Plan). The Strategy and Identified Outcomes Plan is attached hereto as Attachment 1 and is incorporated by reference. Subsequent Strategy and Identified Outcomes Plans may be documented as separate amendments signed by the Parties as necessary.

2.1.2 Work Plan and Quarterly Progress Reports. Throughout the Term, and to facilitate communication, coordination, planning, and progress, the Collaboration Leads shall document the detailed Work Efforts for the Collaboration Strategies (Work Plan). The Work Plan shall be completed in a form provided by CFP and shall be a living document that details the Work Efforts as those particulars are agreed upon and completed by the Parties during the Term of the Agreement. The Work Plan shall be regularly shared between, reviewed, and updated by the Parties. On a quarterly basis, the Parties shall evaluate and document the progress and impact of the Collaboration Strategies and Work Efforts and identify any barriers or recommended changes by jointly completing a form provided by CFP. In the fourth quarter, in addition to describing quarterly progress on Collaboration Strategies and Work Efforts, the Parties shall summarize and analyze the annual progress on the identified outcomes.

2.2 Other Collaboration Strategies. The Parties may decide to modify a Strategy and Identified Outcomes Plan or develop other Collaboration Strategies that advance their mutual objectives and the Child Welfare Collaboration at any time during the Term of the Agreement. Such amendments to Strategy and Identified Outcomes Plans or additions of other Collaboration Strategies will be described and incorporated into this Agreement by an amendment.

3. Resources and Funding. DHS-SSD shall contribute resources to support the Collaboration Strategies, including funds allocated by the legislature to support the child welfare workforce who will support all of the objectives of the Agreement.

CFP may, in its sole discretion, use CFP funds or resources to support the Collaboration Strategies, including the investment of CFP technical staff time and expertise. If applicable, CFP may make payments to DHS-SSD to defray costs associated with the Child Welfare Collaboration (CFP Funds). Any such payment of CFP Funds would be made according to the payment schedule detailed in the Strategy and Identified Outcomes Plan, and will be conditioned upon CFP's review and approval of quarterly progress reports as well as CFP's sole determination as to DHS-SSD's advancement towards achieving CFP's programmatic objectives in the Strategy and Identified Outcomes Plan.

4. Shared Learning Opportunities. As appropriate, the Parties may invite each other to participate in joint learning sessions, convenings, and other meetings held or sponsored by a Party to inform the Collaboration Strategies and other areas of mutual interest. The Parties may also provide training and share identified best practices, resource materials, and tools.

5. Decision-making Responsibility. DHS-SSD acknowledges and affirms that it retains sole control and responsibility for all decisions that are made with respect to any youth or families who experience the child welfare system in Guilford County, including those who are within DHS-SSD's care, custody, or control. CFP and its contractors make recommendations only and do not promise or guarantee any particular result. Any actions taken by DHS-SSD or results that occur related to the Collaboration Strategies and/or any recommendations by CFP or its contractors shall be the sole responsibility and acted upon in the sole discretion of DHS-SSD. As described in Section 13.2, CFP shall not have any liability, monetary or otherwise, to DHS-SSD or any other person or entity for any such actions or results.

6. Use of CFP Funds (if applicable).

6.1 Compliance with Agreement. CFP Funds shall be used solely in accordance with the terms and conditions of, and for the purposes set forth in this Agreement, as detailed in the Strategy and Identified Outcomes and Work Plan(s). DHS-SSD may not expend CFP Funds for any other purpose without CFP's prior written approval.

6.2 Compliance with Law. CFP Funds shall be used exclusively for such exempt purposes as are described in Section 501(c)(3) of the Internal Revenue Code, and otherwise in compliance with all applicable laws and regulations. DHS-SSD shall not use CFP Funds to engage in any activity in furtherance of any Collaboration Strategy that jeopardizes CFP's tax status as a private operating foundation. In particular, no CFP Funds shall be used: to carry on propaganda, to attempt to influence legislation, to participate in any political campaign on behalf of or in opposition to any candidate for public office, to make grants to individuals on a non-objective basis, or for any non-charitable or non-educational purpose.

6.3 Return of CFP Funds. DHS-SSD shall immediately return to CFP any CFP Funds not expended during the applicable calendar year for the purposes of achieving the Collaboration Strategies described in the Strategy and Identified Outcomes Plan.

6.4 Records, Review, and Audit. DHS-SSD must identify CFP Funds on its books for ease of reference and verification. DHS-SSD shall keep records of all receipts and expenditures arising under this Agreement, as well as copies of reports submitted to CFP, for at least four (4) years following expiration of the Term. Upon written request and reasonable notice by CFP, DHS-SSD will permit CFP,

its agents, or representatives to visit DHS-SSD's premises and review DHS-SSD's Collaboration Strategies, work efforts, and activities. At CFP's own expense, CFP may conduct an independent financial and/or programmatic evaluation or audit of the expenditures of CFP Funds. This Section shall survive the termination of the Agreement.

7. Mutual Obligations Regarding Data Evaluation, Data-Sharing, Exchange of Confidential Information, and Survival.

7.1 Data-Evaluation – AFCARS, NCANDS, and NYTD data. CFP may conduct analyses and evaluations of AFCARS, NCANDS, and NYTD data in support of Collaboration Strategies and Work Efforts. CFP will cooperate and facilitate access to any non-identifying CFP data that assists DHS-SSD with the evaluation of the Collaboration Strategies. In support of the Collaboration Strategies and Work Efforts, CFP may create secondary analyses derived in whole or in part from the AFCARS, NCANDS, and NYTD data, as well as from any previous AFCARS, NCANDS, and NYTD data in CFP's possession. CFP may disclose any secondary analyses based on such data that do not contain any personally identifying information (PII) to third parties in furtherance of CFP's child welfare work and collaborations. PII is information that would identify any individual, including names, addresses, and/or contact information.

7.2 Data-Sharing for Evaluation of Collaboration Strategies. The parties will continuously evaluate Collaboration Strategies and Work Efforts to improve youth and family outcomes in the areas of safety, permanency, and well-being, and will share outcome data and collaboratively measure the impact of shared work. DHS-SSD will work with CFP to describe in the Strategy and Identified Outcomes Plan the additional DHS-SSD data sources necessary to support and track progress on the Collaboration Strategies. Non-public data provided to CFP pursuant to this section of the Agreement will be considered Confidential Information (pursuant to Section 7.3), and CFP will not disclose it outside of CFP (other than to authorized persons contracted by CFP to evaluate a particular Collaboration Strategy) without prior written approval from DHS-SSD, except as may be required by law.

7.3 Exchange of Confidential Information. In connection with the Agreement, the Parties may share proprietary and/or confidential information or materials, including those regarding children, youth, or families, including but not limited to case files, reports, information, or other data furnished to, or prepared, assembled or used by or in furtherance of the Collaboration Strategies, and/or names, addresses, physical and mental health data about an individual, family history and like information (collectively, Confidential Information) that is relevant for the Parties to work together on the Collaboration Strategies. Each Party warrants and agrees that such Confidential Information shall not be made available to any outside person or entity (other than to authorized persons contracted by CFP to evaluate a particular Collaboration Strategy) without prior written approval, except as may be required by law. Each Party agrees to maintain the confidentiality of such Confidential Information by using at least the same degree of care that the Parties use to preserve the confidentiality of its own confidential information but in no event less than a reasonable degree of care. Each Party warrants and agrees that it will be bound and abide by the confidentiality requirements of applicable statutes, rules, and regulations. The Parties will further restrict access to the Confidential Information to persons who have a legitimate work related purpose to access such Confidential Information. CFP agrees that it will instruct its employees and agents to maintain the confidentiality of any and all information. In the event that the Confidential Information contains social security numbers or other PII, the Parties shall utilize best practice methods (e.g. encryption of electronic records where feasible) to protect the confidentiality of such information.

7.4 Survival. This section shall survive the Agreement.

8. Background Screening. The Parties acknowledge that access to the Confidential Information and interaction with any children, youth or families who participate or are otherwise involved in the Collaboration Strategies require discretion and sensitivity. Each Party represents and warrants that its personnel or contractors who have such access or interaction have been screened through appropriate background checks and have no history to suggest that it would be potentially dangerous, harmful or otherwise inappropriate for such personnel to assume the assigned responsibilities.

9. Nondiscrimination Policy. The Parties agree that all persons working on the Collaboration Strategies have the right to work in surroundings that are free from all forms of unlawful discrimination. No person shall be denied benefits or be discriminated against on the grounds of race, color, religion, sex, gender identification, disability, national origin, age, citizenship, sexual orientation, family or marital status, ethnic group affiliation, veteran's status, political affiliation or beliefs or any other basis prohibited by local, state, or federal law.

10. Materials.

10.1 Previously Created Works. The Parties acknowledge that to the extent either Party has previously created written or otherwise documented work product prior to this Agreement (Works), or contributes Works for use in the Collaboration Strategies that are subject to intellectual property rights, including copyrights, trademarks, and moral rights (IP Rights), that Party shall hold and retain its IP Rights to those Works. Each Party agrees to consider a request from the other Party to grant a license to use those Works solely for non-commercial purposes consistent with and subject to the provisions of this Agreement. Any such grant shall be memorialized in a Schedule to this Agreement or in a separate agreement between the Parties.

10.2 Collaboration Materials. In furtherance of the Child Welfare Collaboration, the Parties may produce materials, including but not limited to research instruments, published reports, or papers (Collaboration Materials). The Parties shall agree on what Collaboration Materials are published, and the final format and distribution of the Collaboration Materials. Each Party shall have the right to use Collaboration Materials in a derivative work for non-commercial purposes without the consent of or any obligation to pay or account to the other Party as long as no Confidential Information is used in the derivative work.

10.3 CFP License of Permanency Round Tables Curriculum. Pursuant to Schedule A, CFP agrees to license to DHS-SSD the Permanency Roundtable Curriculum. Schedule A is hereby incorporated herein.

11. Use of CFP Name.

11.1 DHS-SSD Materials. DHS-SSD shall not include CFP's name in its written materials without CFP's prior written approval, which DHS-SSD shall request in writing.

11.2 Additional Applications. DHS-SSD may seek funding for any of the Collaboration Strategies through grants by other entities. CFP's name shall not be used in support of any grant proposal or application without CFP's review and written approval prior to its submission.

12. Term and Termination.

12.1 Term. This Agreement shall commence upon the Effective Date and shall continue until December 31, 2020 (Term), unless sooner terminated or amended by agreement of the Parties.

12.2 Termination. Notwithstanding the Term, either Party may terminate its participation in any single Collaboration Strategy, Work Effort, or the Agreement in total at any time during the Term by

giving thirty (30) days written notice to the other Party. Upon notice of termination of the Agreement or a Collaboration Strategy, any obligation of CFP to provide CFP Funds in support of the Agreement or toward the terminated Collaboration Strategy (if applicable) shall terminate.

13. General Terms.

13.1 Insurance. Each Party warrants that it carries the following insurance or is self-insured for the following minimum amounts: (a) commercial general and, if applicable, professional liability of \$1,000,000 per occurrence and \$2,000,000 aggregate, (b) automobile liability of \$1,000,000 per occurrence, and (c) property coverage in an amount necessary to cover the replacement cost of such Party's property to be used in support of the Collaboration Strategies. DHS-SSD may utilize self-insurance, commercial insurance, or any combination thereof to satisfy these coverage requirements.

13.2 Liability. No Party is responsible for the acts of third parties. Each Party is responsible for its own acts and omissions and those of its directors, officers, employees, and agents. In the event that DHS-SSD contracts with a third party for data-sharing related to a Collaboration Strategy or Work Effort, CFP shall have no liability in connection with the third party's access to DHS-SSD's data, regardless of whether CFP funds are used in connection with the Collaboration Strategy or Work Effort.

13.3 Cooperation in the Event of Litigation. DHS-SSD shall cooperate with CFP in the event that CFP is sued in connection with this Agreement. This cooperation includes, but is not limited to, DHS-SSD producing any files or documentation requested by CFP in connection with CFP's defense of the lawsuit, as well as DHS-SSD making employee witnesses available to testify in lawsuits related to the Agreement.

13.4 Entire Agreement; Modification. This document, including all attachments, contains the terms and conditions that govern the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements, and prior agreements are merged into and superseded by this Agreement. This terms and conditions of this Agreement may only be modified by a written agreement of the Parties signed by an authorized representative of each Party.

13.5 No Third Party Beneficiaries Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person or entity, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the Parties to this Agreement.

13.6 No Interpretation against Drafter. The terms and conditions of this Agreement were negotiated by Parties of equal bargaining strength and any rule that ambiguities are to be construed against the drafter shall not apply.

13.7 Assignment. Neither Party may assign its rights or obligations hereunder, whether by written agreement, operation of law or in any other manner whatsoever, except as expressly assignable under the terms of this Agreement, without the other Party's prior written consent, which consent shall not be unreasonably withheld.

13.8 Counterparts. For the convenience of the Parties, this Agreement may be executed, delivered and received in counterpart originals, including by means of facsimile or email transmission, and such counterparts, taken together, shall constitute a single instrument.

13.9 Severability. If any provision of this Agreement is construed by a court or arbitrator to be invalid or unenforceable, that construction does not affect the remainder of this Agreement, which is to be given full force and effect without regard to the invalid or unenforceable provision.

13.10 Signature Authority. Each Party represents that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CASEY FAMILY PROGRAMS

**GUILFORD COUNTY DEPARTMENT OF
HUMAN SERVICES, SOCIAL SERVICES
DIVISION**

By: _____
David Sanders
Executive Vice President
Systems Improvement

By: _____
Marty Lawing, Guilford County Manager

Notice Address:

Casey Family Programs
2001 8th Ave., Suite 2700
Seattle, WA 98121
Attn: Kelly Sim
Telephone: (206) 378-4639
Fax: (800) 506-3767
Email: ksim@casey.org

Notice Address:

Guilford County Department of Human Services
Social Services Division
1203 Maple St.
Greensboro, NC 27405
Attn: Alexis Underwood
Telephone: (336) 641-3120
Fax: (336) 641-5405
Email: aunderw@co.guilford.nc.us;
hskeens@co.guilford.nc.us;
jwillia3@co.guilford.nc.us

ATTEST:

Robin Keller
Clerk to Board

(County Seal)

**CASEY FAMILY PROGRAMS
AND
GUILFORD COUNTY DEPARTMENT OF HUMAN SERVICES
SOCIAL SERVICES DIVISION
CHILD WELFARE COLLABORATION AGREEMENT**

**ATTACHMENT 1
2018 STRATEGY AND IDENTIFIED OUTCOMES PLAN**

GUILFORD COUNTY NC DEPARTMENT OF HUMAN SERVICES

STRATEGY PLAN

The parties will undertake the following projects in 2018:

Strategy	Outcome	Strategy Description
Services to help birth families remediate safety issues to facilitate reunification	Increase exits to reunification, and/or decrease exits to emancipation	Facilitate reunification and reduce reentries through timely services that educate, build and promote birth family skills and capacities for safe and permanent outcomes.
	Project	Description
	Guilford Co - Family Visitation and Parenting Center	Continue to provide a safe environment where planned visitation, activities, and interventions take place to support child/family relationships for successful reunification.
		CFP Funds to DHS \$50,000

Strategy	Outcome	Strategy Description	
Strengthen system capacity to support timely permanency	Increase timely permanency within 12 months (and within 24 months); Increase exits to permanency for children in care 2 years or longer (CFSR measures), decrease percentage of emancipations	Support long-term systemic goals that enable child welfare systems to provide services that are responsive, adaptive, family centered and efficient in safely increasing exits to permanency. Emphasize expedited planning by supporting concurrent permanency options and targeted exit programs. Provide resources, training and implementation practices including case reviews to directly promote permanency options for long staying youth.	
	Project	Description	CFP Funds to DHS
	Guilford Co - Permanency Roundtables (PRTs)	DHS to continue conducting PRTs with a race equity lens aimed at increasing timely permanence. Possible PRT 101 training as needed for review.	\$10,000
		TOTAL	\$60,000

***Amounts indicated in this chart are not guaranteed CFP resource commitments; all resources of CFP remain subject to CFP's budget and strategy allocations at CFP's sole discretion.**

QUARTERLY REPORTS AND CFP FUNDS

As described in Section 2.1 of the Agreement, Payment of CFP Funds is conditioned upon CFP's receipt of quarterly progress reports. Quarterly reports shall be submitted and CFP Funds payments shall be made according to the following schedule:

Reporting Period	Report Due	Payment Date	CFP Funds
-	-	Upon execution of the Agreement	\$15,000
January 1 - March 31, 2018	April 15, 2018	April 30, 2018	\$15,000
April 1 - June 30, 2018	July 15, 2018	July 31, 2018	\$15,000
July 1 - September 30, 2018	October 15, 2018	October 31, 2018	\$15,000
October 1 - December 31, 2018	January 15, 2019	-	

**CASEY FAMILY PROGRAMS
AND
GUILFORD COUNTY DEPARTMENT OF HUMAN SERVICES
SOCIAL SERVICES DIVISION**

CHILD WELFARE COLLABORATION AGREEMENT

**SCHEDULE A
PERMANENCY ROUNDTABLE TRAINING CURRICULUM LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (License Agreement) is entered into as of the Effective Date, by and between Casey Family Programs (CFP) and Guilford County (NC) Department of Human Services, Social Services Division (DHS-SSD).

Recitals

- A.** CFP has developed a suite of permanency trainings (Permanency Roundtable Trainings or PRTs), including Permanency Orientation, Permanency Roundtable Skills, Permanency Values, Achieving Permanency through Roundtable, Achieving Permanency through Roundtable Training of Trainers (TOT), Permanency Roundtable Skills TOT (collectively, the Curriculum), regardless of form, whether in hard copy, electronic, or other format.
- B.** The goal of the Curriculum is to increase permanency outcomes for foster care youth by training child welfare stakeholders to effectively develop and implement permanency plans that shorten length of stays and increase exits to permanency for individual youth.
- C.** The purpose of this License Agreement is to set forth the terms and conditions upon which CFP will provide the Curriculum to DHS-SSD.
- D.** The Parties have entered into a separate Child Welfare Collaboration Agreement with an Effective Date of January 1, 2018 (Agreement) and desire to enter into this License Agreement to fulfill their respective obligations thereunder. This License Agreement is made a part of and hereby incorporated into the Agreement.

NOW, THEREFORE, for full and valuable consideration, the Parties agree as follows:

Agreement

- 1. Ownership of Curriculum Materials.** DHS-SSD agrees that CFP owns all intellectual property rights including, but not limited to, the copyright to the Curriculum.
- 2. License.** CFP hereby grants to DHS-SSD a right and license to use, copy, distribute, and display the Curriculum in accordance with and subject to the Agreement and following terms and conditions.
 - 2.1.** This license is limited, nontransferable, nonexclusive, revocable and royalty free.
 - 2.2.** DHS-SSD shall use the Curriculum in accordance with the existing Curriculum design and materials, including upholding the fidelity of the facilitation model.
 - 2.3.** DHS-SSD shall not have any right to sublicense the Curriculum, or any part thereof, to any other person without the prior written consent of CFP.

2.4. DHS-SSD agrees not to use the Curriculum for any commercial purpose or beyond the scope of the License Agreement.

2.5. DHS-SSD must disclose CFP's ownership of the copyright in the Curriculum, and maintain attribution and CFP logos and branding as displayed.

2.6. DHS-SSD shall not alter or modify the Curriculum in any way except with prior written consent of CFP. Notwithstanding the foregoing and subject to, upon CFP's request, review and approval, DHS-SSD may make non-substantive modifications to the Curriculum, such as adding DHS-SSD's name on the face sheet, and inserting DHS-SSD's outcomes data and unique terminology.

2.7. DHS-SSD shall not create any derivative works based upon the Curriculum.

2.8. DHS-SSD shall promptly notify CFP upon learning of any unauthorized use of the Curriculum.

3. Term/Effect of Termination.

3.1. Term. The term of this License Agreement shall commence as of January 1, 2018 (Effective Date) and continue indefinitely unless sooner terminated by the Parties.

3.2. Effect of Termination. Upon receipt of notice of termination from CFP, DHS-SSD shall immediately cease use of the Curriculum and, at CFP's election: (a) return all copies of the Curriculum, or (b) destroy the Curriculum and certify in writing that such destruction has taken place.