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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Interim Director

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May 25, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Division for Children, Youth and Families (DCYF) to enter into a **sole source** agreement with Casey Family Programs, Inc. ("CFP"), 2001 8th Avenue, Suite 2700, Seattle, WA 98121 (Vendor # TBD), a foreign, non-profit corporation, to provide training, technical assistance, data analysis and staffing support, at no cost to the Department, effective upon Governor and Executive Council approval through December 31, 2019.

Funding information is excluded as this Agreement is at no cost to the Department.

EXPLANATION

This request is for the purpose of providing training, technical assistance, data analysis and staffing support to DCYF; particularly focusing on preventing fatalities or serious injuries to children known to the Department. This request will assist the Department in developing risk assessment and mitigation strategies that will be utilized in DCYF assessments. This contract is **sole source** because Casey Family Programs is a well-known organization that has supported several jurisdictions in successfully implementing a risk assessment and mitigation model that has been successful in improving such outcomes.

Casey Family Programs is a nationally accredited Washington nonprofit corporation whose mission is to provide, improve and ultimately prevent the need for foster care. The organization engages states, counties and tribes in child welfare initiatives 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). Casey Family Programs works in all 50 states, the District of Columbia and Puerto Rico to influence long-lasting improvement to the safety and success of children, families and the communities where they live.

Casey Family Programs works with child welfare systems and American Indian tribes to help them develop practices and policies best suited to address the unique needs of the children and families they serve. They offer ongoing strategic consultation at no cost to child welfare systems and tribes in all 50 states, the District of Columbia and Puerto Rico.

Casey Family Programs helps systems and communities to deploy integrated, effective responses that improve the safety and success of children. They strive to enhance the ability of jurisdictions to partner with families, communities, policymakers, and other public and private stakeholders to safely reduce the need for foster care. They support system improvements in practice and policy and work to ensure that these improvements will endure over time.

Casey Family Programs' strategic consultants have extensive training and experience. Many of them are former child welfare leaders with a track record of improving outcomes for children and families. They are ideal partners for public child welfare agencies seeking help to strengthen practices and policies and New Hampshire DCYF has a long history of partnering with Casey Family Programs' consultants.

The Contractor will assist DCYF in implementing a data driven risk assessment and mitigation model. This model is designed to predict high risk situations and incorporates a review and staffing protocol intended to mitigate these risks. Casey Family Programs will identify, and provide funding for, other entities who will provide ongoing training and technical assistance to DCYF until DCYF is able to sustain this risk assessment model on its own.

This model of risk assessment will utilize predictive analytics to identify families, in the assessment phase, who are at high risk for child fatalities or serious injuries. Once assessments are identified as high risk, a team of quality assurance staff will evaluate the case and the work that has been done with the family in the field. If it is deemed necessary, the quality assurance staff will provide consultation with the field staff to ensure that adequate safety plans, services and interventions are in place. Regularly scheduled reviews of these cases will take place in an effort to change the trajectory of the case to ensure positive outcomes.

Casey Family Programs will assist with identifying and funding various entities to provide the initial training of quality assurance staff as well as ongoing training, coaching and support. A staffing, model utilizing the principles of appreciative inquiry, will be implemented statewide to address high risk cases. Casey Family Programs will also assist with fidelity reviews and strategic communication planning.

Over the course of the next two years, DCYF will work with Casey Family Programs and other entities to ensure that there is a sustainability plan in place that will include ongoing funding and means to evaluate both the fidelity and outcomes of this model of risk assessment.

Should the Governor and Executive Council not authorize this request, the Department would lose an opportunity to partner with entities that could assist in the implementation of a promising risk assessment and quality assurance program. This program could prevent fatalities and serious injury to children known to the Department at no cost to DHHS.

Area served: Statewide


His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

Respectfully submitted,



Maureen U. Ryan
Interim Director

Approved By:



Jeffrey A. Meyers
Commissioner



**CASEY FAMILY PROGRAMS
AND
NEW HAMPSHIRE DIVISION FOR CHILDREN, YOUTH AND FAMILIES
CHILD WELFARE INITIATIVE AGREEMENT**

THIS CHILD WELFARE INITIATIVE AGREEMENT (Agreement) is entered into by and between New Hampshire Division for Children, Youth and Families (DCYF) and Casey Family Programs (CFP). CFP and DCYF are sometimes referred to individually as a Party and collectively as the Parties. This Agreement shall be effective upon the approval of the Governor and Executive Council of the State of New Hampshire (Effective Date). 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.

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 initiatives 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). CFP works in all 50 states, the District of Columbia and Puerto Rico to influence long-lasting improvements to the safety and success of children, families and the communities where they live.

DCYF, a division of the New Hampshire Department of Health and Human Services, is a governmental entity whose mission is to assist families in the protection, development, permanency and well-being of their children and the communities in which they live.

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. The Parties will collaborate to improve the safety and success of children and their families in the State of New Hampshire. CFP will provide ongoing strategic consultation, technical assistance, data analysis and independent research under this Agreement, at no cost to DCYF, in order to inform and help advance achievement of CFP's 2020 Goals. As further provided herein, the Parties will collaborate on certain Initiative Strategies and report on those collaborate reports on a quarterly basis. In further of its own 2020 goals, CFP will in its sole discretion and as further provided herein in this Agreement, provide resources to advance the Initiative Strategies.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. Child Welfare Initiative. 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 Initiative). In furtherance of the Child Welfare Initiative, the Parties shall work together on designated initiative strategies (each, an Initiative Strategy) and corresponding work efforts.

2. Initiative Management and Documentation.

2.1 Initiative Lead Responsibility. The Initiative Leads referenced in Sections 3.1 and 4.1 below shall be responsible for coordination of all Child Welfare Initiative work efforts, communications and documentation. The Initiative Leads will meet regularly to provide ongoing planning and management for each Initiative Strategy, with responsibility to: (1) mutually develop Initiative Strategies and detailed work efforts, timelines, deliverables and budgets (Work Efforts); (2) document the Child Welfare Initiative as set forth in Section 2.2 below; (3) oversee implementation of the Initiative Strategies and Work Efforts to ensure they are on target; (4) use data to evaluate progress and effectiveness of the Initiative Strategies; (5) develop effective internal and external communications plans; and (6) agree upon Initiative Strategies and Work Efforts for the next year by no later than November 1 of each year.

2.2 Documentation. The Initiative Leads shall document the Child Welfare Initiative as follows:

2.2.1 Strategy Plan. Each year, the Parties shall develop an annual plan detailing the Initiative Strategies, corresponding projects, desired outcomes, any CFP Funds, and a payment and reporting schedule (Strategy Plan). Each Strategy Plan shall be documented and is hereby incorporated to this Agreement. The 2017 Strategy Plan is attached hereto as Attachment 1. Subsequent Strategy Plans shall be documented as separate amendments signed by the Parties.

2.2.2 Work Plan. Throughout the Term, and to facilitate communication, coordination, planning and progress, the Initiative Leads shall document the detailed Work Efforts for the Initiative 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 and reviewed and updated by the Parties.

2.2.3 Quarterly Progress Reports. On a quarterly basis, the Parties shall evaluate and document the progress and impact of the Initiative Strategies and Work Efforts and identify any barriers or recommended changes by jointly completing a form provided by CFP.

2.2.4 Annual Summary. At the end of each year, the Parties shall summarize and analyze the Child Welfare Initiative efforts.

2.3 Other Initiative Strategies. The Parties may decide to modify a Strategy Plan or develop other Initiative Strategies that advance their mutual objectives and the Child Welfare Initiative. Such amendments to Strategy Plans or additions of other Initiative Strategies will be described and incorporated into this Agreement by an amendment.

3. DCYF Responsibilities.

3.1 Staffing. In addition to ongoing management provided by a lead identified by DCYF (DCYF Initiative Lead), DCYF staff shall work with CFP to support, implement and evaluate the Child Welfare Initiative.

3.2 Resources and Funding. DCYF shall contribute resources to support the Initiative Strategies. DCYF has funds allocated by the legislature to support frontline staffing that will support all of the objectives of the Collaboration, contingent on continued appropriation of those funds.

3.3 Data Sharing and Evaluation. DCYF will provide CFP with AFCARS, SACWIS, and NCANDS data, and any other data necessary to obtain child death data through CFP's secure portal. Additional data may be required by CFP if additional outcomes are required to track Initiative Strategies or to support additional analyses by CFP in support of the work. Non-public data will be considered confidential and MOCFS will only disclose the data to authored persons employed by CFP or contracted by CFP to evaluate a particular Initiative Strategy, or as authorized by prior written approval from DCYF, or except as may be required by law.

3.4 Technical Assistance. DCYF shall provide or procure technical assistance to support the Initiative Strategies. If appropriate, DCYF may provide training and share identified best practices, resource materials and tools with CFP.

3.5 Shared Learning Opportunities. As appropriate, DCYF may invite CFP to participate in joint learning sessions, convening and other meetings held or sponsored by DCYF to inform strategies that support the Initiative Strategies and other areas of mutual interest.

3.6 Decision Making Responsibility. DCYF acknowledges and affirms that it retains sole control and responsibility for all decisions that are made with respect to any youth who are within its care, custody or control. CFP and its contractors make recommendations only and do not promise or guarantee any particular result. Any actions taken by DCYF or results that occur related to recommendations by CFP or its contractors shall be the sole responsibility and acted upon in the sole discretion of DCYF. CFP shall not have any liability, monetary or otherwise, to DCYF or any other person or entity for any such actions or results.

4. CFP Responsibilities.

4.1 Staffing. In addition to ongoing management provided by a CFP Strategic Consultant (CFP Initiative Lead), CFP staff shall work with DCYF to support, implement and evaluate the Child Welfare Initiative.

4.2 CFP Resources and Funding. CFP may, in its sole discretion, make payments and use CFP Resources to DCYF to defray costs associated with the Child Welfare Initiative (CFP Funds). Payment of CFP Funds shall be made according to the payment schedule detailed in the Strategy Plan, and is conditioned upon CFP's review and approval of quarterly progress reports.

4.3 Data Sharing and Evaluation. CFP will continuously evaluate Initiative Strategies and Work Efforts to improve youth and family outcomes in the areas of safety and permanency and well-being, and will share outcome data and collaboratively measure the impact of shared work. CFP will provide a secure data portal through which DCYF shall submit AFCARS, NCANDS, and any other data necessary to evaluate the Initiative Strategies. CFP will conduct analyses of this data in support of the work. CFP will treat the data as confidential and will only disclose the data to authorized persons employed by CFP or contracted by CFP to evaluate a particular Initiative Strategy, or as authorized by prior written approval from DCYF, or except as may be required by law. CFP will cooperate and facilitate access to any non-identifying data that assists DCYF with the evaluation of the Initiative Strategies.

4.4 Technical Assistance. CFP shall provide or procure technical assistance to support the Initiative Strategies at no cost to DCYF in furtherance of its 2020 goals. CFP may provide training and share identified best practices, resource materials and tools with DCYF.

4.5 Shared Learning Opportunities. As appropriate, CFP may invite DCYF to participate in joint learning sessions, convening and other meetings held or sponsored by CFP to inform strategies in support the Initiative Strategies and other areas of mutual interest.

5. Use of CFP Funds.

5.1 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 Plans and Work Plans. CFP Funds may not be expended for any other purpose without CFP's prior written approval.

5.2 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. DCYF shall not use CFP Funds to engage in any activity in furtherance of any Initiative 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 of any candidate for public office, to make grants to individuals on a non-objective basis, or for any non-charitable or non-educational purpose.

5.3 Return of CFP Funds. At the end of each year of the Term, DCYF shall immediately return to CFP any CFP Funds not expended during the applicable calendar year for the purposes of achieving the Initiative Strategies described in the Strategy Plan.

5.4 Records, Review and Audit. DCYF must identify CFP Funds on its books, for ease of reference and verification. DCYF 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, DCYF will permit CFP, its agents or representatives, to visit DCYF premises, review DCYF Initiative Strategies, work efforts, and activities and conduct, at CFP's own expense, an independent financial and/or programmatic evaluation or audit of the expenditures of CFP Funds. This Section shall survive the termination of the Agreement.

6. Confidential Information. In connection with the Agreement, the Parties may share proprietary information and/or confidential information or materials regarding children, youth or families relevant to the Initiative Strategies, including but not limited to names, addresses, physical and mental health data, family history and like information (collectively, Confidential Information). 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 only share such Confidential Information to the extent its disclosure is required and/or authorized by law and/or the Party has obtained written consent of the adult or minor and/or his/her legal representative to share such Confidential Information.

7. Personnel. 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 Initiative Strategies (Participants) requires 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.

8. Nondiscrimination Policy. No person shall be denied benefits or be discriminated against as a Participant on the grounds of race, color, religion, sex, disability, national origin, citizenship, sexual orientation, marital status, political affiliation or belief or disability.

9. Materials.

9.1 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 Initiative 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.

9.2 Initiative Materials. In furtherance of the Child Welfare Initiative, the Parties may produce materials, including but not limited to research instruments, published reports, or papers (Initiative Materials). The Parties shall agree on what Initiative Materials are published, and the final format and distribution of the Initiative Materials.

10. Use of CFP Name.

10.1 DCYF Materials. DCYF shall not include CFP's name in its written materials without CFP's express prior written approval, which DCYF shall request in writing.

10.2 Additional Applications. DCYF may seek funding for any of the Initiative 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.

11. Term and Termination.

11.1 Term. This Agreement shall commence upon the Effective Date and shall continue until December 31, 2019 (Term), unless sooner terminated or amended by agreement of the Parties.

11.2 Termination. Notwithstanding the Term, either Party may terminate its participation in any single Initiative 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 an Initiative Strategy, any obligation of CFP to provide CFP Funds in support of the Agreement or toward the terminated Initiative Strategy shall terminate.

12. General Terms.

12.1 Insurance. Each Party warrants that it carries the following insurance or is self-insured at the following coverage levels: (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 Initiative Strategies.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

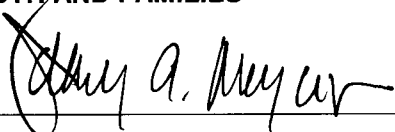
12.6 Assignment. Neither Party may assign its rights or obligations hereunder, whether by written agreement, operation of law or in any other manner whatsoever, except as expressly assignable under the terms of this Agreement, without the other Party's prior written consent, which consent shall not be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

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

CASEY FAMILY PROGRAMS

**NEW HAMPSHIRE DIVISION FOR CHILDREN,
YOUTH AND FAMILIES**

By: 

By: 

David Sanders
Executive Vice President - Systems
Improvement

Jeffrey A. Meyers
Commissioner, New Hampshire Department of
Health and Human Services

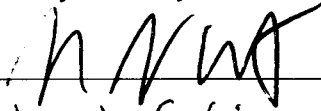
Notice Address:

Notice Address:

Casey Family Programs
2001 8th Ave., Suite 2700
Seattle, WA 98121
Attn: Malcolm Hightower, Project Manager
Telephone: 206-216-4184
Fax: 866-270-5425
Email: MHightower@casey.org

Department of Health and Human Services
129 Pleasant St
Concord, NH 03301-3852
Telephone: 603-271-9446
Email: Jeffrey.Meyers@dhhs.nh.gov

Approved by Attorney General as to Form & Execution

By: 
John J. Conforti

Date: 5/30/17

Approved by Governor & Executive Council

Date: _____

**CASEY FAMILY PROGRAMS
AND
NEW HAMPSHIRE DIVISION FOR CHILDREN, YOUTH AND FAMILIES
CHILD WELFARE INITIATIVE AGREEMENT**

**ATTACHMENT 1
2017 STRATEGY PLAN**

| Strategy | Outcome | Strategy Description | CFP Funds to DCYF | *CFP Projected Value of Resources in State |
|---------------------------------|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------------------------------|
| Policy reform and will-building | Decrease number of children in foster care | Inform state and local policy makers, legislators and child welfare system leaders about policies and practices that can contribute to child safety, permanency and well-being. | \$0 | \$5,000 (As of June 1, 2017) |
| | Project Constituent engagement and advocacy | Description Increase constituent involvement in advocacy efforts to create awareness. Identify and train constituents to use their personal stories to educate policymakers and to provide perspective on how changes would impact child and family outcomes. Support effective and informed constituent involvement to increase awareness and the voices of youth and families in educating policy makers and leaders. | | |
| | <u>Work Effort</u> - New England Youth Coalition | | | |

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

| Strategy | Outcome | Strategy Description | CFP Funds to DCYF | *CFP Projected Value of Resources in State |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------------------------------|
| Safety and Risk model | Decreased entries with stable maltreatment recurrence | Support effective safety and risk practices and policies that focus on assessment and decision-making for determining child removal. Support development and implementation of safety interventions to safely prevent removal of vulnerable children with active safety threats present, and insufficient protective capacities within the family system. Enable jurisdiction to create a system to assess and match available Child Protective Services resources to sustain model. | \$0 | \$155,000 (As of June 1, 2017) |
| | <p>Project</p> <p>Promote safety assessment policies</p> | <p>Description</p> <p>Promote policies supporting front-end safety and risk assessments and decision-making. Examples include improving identification of children at risk by mandatory reporters, training mandated reporters to be current with practice changes, higher levels of accountability of mandatory reporters from child-serving agencies (such as educators, hospitals, pediatricians and other mandated reporters), as well as promoting multi-disciplinary joint response policies that involve Child Protective Services (CPS) in all removal decisions, and allow CPS to return child initially removed by law enforcement.</p> | | |
| | <p><u>Work Effort</u></p> <ul style="list-style-type: none"> - Eckerd Rapid Safety Feedback Implementation (contingent upon DCYF entering an agreement with Eckerd for implementation) - Safety Science for New England Association of Child Welfare Commissioners and Directors | | | |

| Strategy | Outcome | Strategy Description | CFP Funds to DCYF | *CFP Projected Value of Resources in State |
|-----------------------------------------------------------------------|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------------------------------|
| Strengthen system capacity to address full spectrum of system of care | Decrease number of children in foster care | Support long term systemic goals that enable child serving systems to address the child welfare system reforms end to end. | \$0 | \$10,000 (As of June 1, 2017) |

Project
 Promote trauma-informed best practices

Description
 Promote evidence-based interventions that provide trauma-informed care to children, youth and families involved with child welfare. Provide TA on the impact of trauma on child development and how to effectively minimize its effects. Support development of trauma-informed systems, assessing and treating trauma, trauma training, and provide trauma resources for caseworkers, caregivers, and families, as well as multi-systems collaboration and integration of trauma informed practice. Educate policymakers on existing effective practices at Federal, State, and Tribal levels; and provide recommendations for policy improvements.

- Work Effort
- NE - Convening trauma-informed systems

| Strategy | Outcome | Strategy Description | CFP Funds to DCYF | *CFP Projected Value of Resources in State |
|----------|---------|----------------------|-------------------|--------------------------------------------|
|----------|---------|----------------------|-------------------|--------------------------------------------|

| | | | | |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------------------------------|
| 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. | \$0 | \$50,000 (As of June 1, 2017) |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------------------------------|

Project
Promote promising permanency practices

Description
Promote promising practice model reforms addressing length of stay and exits/permanency. Implement permanency casework practice model to focus on reducing long-term foster care placements. Integrate promising permanency practices into a child welfare practice model. Support dissemination and spread of practices that improve safety, permanency and well-being targeted for families with children 0-5. Promote efforts to place siblings together to prevent loss of another critical relationship in the lives of foster youth and reduce trauma.

Work Effort
- Develop permanency practices

Quarterly Reports and CFP Funds.

CFP shall not pay any CFP Funds to DCYF in 2017. As specified in Section 4.2 of the Agreement, Payment of CFP Funds for Strategy Initiatives 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 |
|-------------------------------|-------------------|
| January 1 – March 31, 2017 | April 15, 2017 |
| April 1 – June 30, 2017 | July 15, 2017 |
| July 1 – September 30, 2017 | October 15, 2017 |
| October 1 – December 31, 2017 | January 15, 2018 |

**CASEY FAMILY PROGRAMS
AND
NEW HAMPSHIRE DIVISION FOR CHILDREN, YOUTH AND FAMILIES
CHILD WELFARE INITIATIVE AGREEMENT**

**SCHEDULE A
STRATEGIC SHARING LICENSE AGREEMENT**

This License Agreement (License Agreement) is entered into as of the Effective Date, by and between Casey Family Programs (CFP), a nonprofit corporation organized under the laws of the state of Washington, and New Hampshire Division for Children, Youth and Families (DCYF).

Recitals

- A.** The Parties have entered into a 2017 Child Welfare Initiative Agreement (Agreement) and desire to enter into this License Agreement to fulfill their respective obligations thereunder.
- B.** CFP has developed the Strategic Sharing® Train the Trainers curriculum (collectively, including all components, and regardless of form, whether in hard copy, electronic, or other format, the Materials).
- C.** The purpose of this License Agreement is to set forth the terms and conditions upon which CFP will provide the Materials to DCYF pursuant to the Agreement.
- D.** This License Agreement is made a part of and hereby incorporated into the Agreement. To the extent of any inconsistencies between the Agreement and this License Agreement, the terms of the License Agreement shall control.

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

Agreement

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

use in the engagement of the court and residential and foster care providers, and to create a parent partner program.

2.5. DCYF must disclose CFP's ownership of the copyright in the Materials, and maintain CFP logos and branding as displayed.

2.6. DCYF shall not alter or modify the Materials in any way except with prior written consent of CFP.

2.7. DCYF shall not create any derivative works based upon the Materials.

2.8. DCYF shall promptly notify CFP upon learning of any unauthorized use of the Materials.

3. Term/Effect of Termination.

3.1. Term. The term of this License Agreement shall commence as of the Effective Date and continue for the Term of the Agreement unless sooner terminated by CFP.

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

4. Claims Responsibility. DCYF agrees that it is responsible for all losses, claims, demands, damages, actions, lawsuits, and costs arising out of or related to DCYF's breach of this License Agreement or unauthorized use of the Materials. These obligations shall survive termination of this License Agreement.

**CASEY FAMILY PROGRAMS
AND
NEW HAMPSHIRE DIVISION FOR CHILDREN, YOUTH AND FAMILIES
CHILD WELFARE INITIATIVE AGREEMENT**

**SCHEDULE B
BETTER TOGETHER LICENSE AGREEMENT**

This License Agreement (License Agreement) is entered into as of the Effective Date, by and between Casey Family Programs (CFP), a nonprofit corporation organized under the laws of the state of Washington, and New Hampshire Division for Children, Youth and Families (DCYF).

Recitals

- A. The Parties have entered into a 2017 Child Welfare Initiative Agreement (Agreement) and desire to enter into this License Agreement to fulfill their respective obligations thereunder.
- B. CFP has developed the Better Together® Birth Parent curriculum (collectively, including all components, and regardless of form, whether in hard copy, electronic, or other format, the Materials).
- C. The purpose of this License Agreement is to set forth the terms and conditions upon which CFP will provide the Materials to DCYF pursuant to the Agreement.
- D. This License Agreement is made a part of and hereby incorporated into the Agreement. To the extent of any inconsistencies between the Agreement and this License Agreement, the terms of the License Agreement shall control.

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

Agreement

- 1. **Ownership of Materials.** DCYF agrees that CFP has created and owns all intellectual property rights including, but not limited to, the copyright to the Materials. The Materials do not include the DVD entitled, *"The Smith Family Assessment Vignettes,"* (Additional Material), for which CFP does not hold intellectual property rights. CFP makes no representations or warranties regarding the availability of Additional Materials or DCYF's use of the Additional Materials, and DCYF agrees to defend, hold harmless and release CFP from and against any claim, liability or damage related to DCYF's use of the Additional Materials.
- 2. **License.** CFP hereby grants to DCYF a right and license to use, copy, distribute, and display the Materials in accordance with and subject to the following terms and conditions.
 - 2.1. This license is limited, nontransferable, nonexclusive, revocable and royalty free.
 - 2.2. DCYF shall use the Materials in accordance with the existing Materials design and materials, including upholding the fidelity of the facilitation model.
 - 2.3. DCYF may use the Materials for the purpose of training a bank of dedicated CDCF Facilitators (Certified Facilitators) so that CDCF may offer the Materials state-wide to increase the involvement of birth parents in the treatment planning process and strengthen their role as leaders throughout the state. CDCF shall identify, recruit, train and certify its facilitators in accordance with the

criteria established by CFP, and shall use its best efforts to provide ongoing leadership development to the Certified Facilitators.

- 2.4. DCYF shall not have any right to sublicense the Materials, or any part thereof, to any other person without the prior written consent of CFP.
 - 2.5. DCYF agrees not to use the Materials for any commercial purpose or beyond the scope of the License Agreement.
 - 2.6. DCYF must disclose CFP's ownership of the copyright in the Materials, and maintain CFP logos and branding as displayed.
 - 2.7. DCYF shall not alter or modify the Materials in any way except with prior written consent of CFP.
 - 2.8. DCYF shall not create any derivative works based upon the Materials.
 - 2.9. DCYF shall promptly notify CFP upon learning of any unauthorized use of the Materials.
- 3. Term/Effect of Termination.**
- 3.1. **Term.** The term of this License Agreement shall commence as of the Effective Date and continue for the Term of the Agreement unless sooner terminated by CFP.
 - 3.2. **Effect of Termination.** Upon receipt of notice of termination from CFP, DCYF shall immediately cease use of the Materials and, at CFP's election: (a) return all copies of the Materials, or (b) destroy the Materials and certify in writing that such destruction has taken place.
- 4. Claims Responsibility.** DCYF agrees that it is responsible for all losses, claims, demands, damages, actions, lawsuits, and costs arising out of or related to DCYF's breach of this License Agreement or unauthorized use of the Materials. These obligations shall survive termination of this License Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Arthur J. Gallagher Risk Management Services, Inc. P.O. Box 367 Bellevue WA 98009-0367 | CONTACT NAME: Kim Lohr PHONE (A/C, No, Ext): 425-586-1032 E-MAIL ADDRESS: kim_lohr@ajg.com | FAX (A/C, No): 425-451-3716 | | | | | | | | | | | | | |
|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------------------------------|--------|-------------------------------------------------|-------|-------------------------------------------------|-------|-------------|--|-------------|--|-------------|--|-------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : American Alternative Insurance Corp</td> <td>19720</td> </tr> <tr> <td>INSURER B : Philadelphia Indemnity Insurance Co</td> <td>18058</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : American Alternative Insurance Corp | 19720 | INSURER B : Philadelphia Indemnity Insurance Co | 18058 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : American Alternative Insurance Corp | 19720 | | | | | | | | | | | | | | |
| INSURER B : Philadelphia Indemnity Insurance Co | 18058 | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

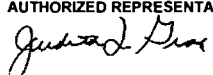
INSURED
 Casey Family Programs
 2001 - 8th Avenue
 Suite 2700
 Seattle WA 98121

COVERAGES **CERTIFICATE NUMBER:** 912648576 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------|-------------------------|-------------------------|-------------------------------------------|-------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Social Serv. Liab. | | | 99A2CP000255002 | 6/30/2016 | 6/30/2017 | EACH OCCURRENCE | \$1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$300,000 |
| | | | | | | | MED EXP (Any one person) | \$10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$3,000,000 |
| | | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | PHPK1517258 | 6/30/2016 | 6/30/2017 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | PER STATUTE | OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| A | Professional Liability Including Sexual Misconduct Coverage | | | 99A2PL000092008 | 6/30/2016 | 6/30/2017 | Each Incident: | 1,000,000 |
| | | | | | | | Aggregate Limit: | 3,000,000 |
| | | | | | | | Deductible: | 10,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 State of New Hampshire is included as Additional Insured under General Liability policy per blanket form #CG2026 (07/04) but only as respects Jurisdiction Agreement.

| | |
|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER New Hampshire Department of Justice 33 Capitol Street Concord NH 03301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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Systems Improvement

May 22, 2017

To Whom It May Concern:

Casey Family Programs' (Casey) mission is focused on safely reducing the need for foster care and building communities of hope for all of America's children and families. Casey's work with jurisdictions focuses on improving practice and policy by providing strategic consulting, including sharing of data, best practices and research to safely reduce the number of children in foster care, and reinvest in communities to prevent the need for foster care.

Casey is a Washington state nonprofit corporation, that is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code ("IRC"), and is a private foundation under I.R.C. 509(a). Casey is classified as a private operating foundation under section 4942(j)(3) of the Internal Revenue Code.

The President and Chief Executive Officer of Casey has designated Senior Officers, including an Executive Vice President-Systems Improvement. Since 2006, David Sanders, Ph.D. has served as Executive Vice President-Systems Improvement and as such has signature authority to execute Child Welfare Initiative Agreements with jurisdictions such as the State of New Hampshire.

Sincerely,



Roxanna Nowparast
Executive Vice President-Legal Services
Chief Program Counsel



MEMORANDUM OF UNDERSTANDING and DATA SHARING AGREEMENT

This Memorandum of Understanding and Data Sharing Agreement (“MOU”) is entered into on May 1st, 2017 by and between Eckerd Youth Alternatives, Inc. d/b/a Eckerd Kids (“Eckerd Kids”), a Florida nonprofit corporation, Mindshare Consulting Group, LLC (“Mindshare”) a Florida not-for-profit organization, and the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families (“DCYF”) with respect to the implementation and use of Eckerd Rapid Safety Feedback®. Eckerd Kids and Mindshare are sometimes referred to herein collectively as the “Providers”. Eckerd Kids, Mindshare and NHDCYF are sometimes referred to herein collectively as the “Parties.”

1. **Intent.** This MOU identifies the Parties’ understandings of their rights and obligations to each other with respect to 1) the access to and sharing of DCYF Agency data and 2) the implementation and use of Eckerd Rapid Safety Feedback®.
2. **Purpose of Agreement.** Providers represent that the data specified in this MOU will be used solely for purposes of Eckerd Kids Rapid Safety Feedback®.
3. **Non-Binding Provisions**

A. Definitions

1. *Agency* means the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families (“DCYF”).
2. *Confidential Information* means information each party may come into contact with concerning the other party, including without limitation client records and other proprietary information which must remain confidential pursuant to the terms of this MOU.
3. *Eckerd Rapid Safety Feedback®* means a program developed by Eckerd Kids that utilizes predictive analytics to help identify child welfare cases of the highest probability of a serious injury or death and identifying critical case practices, that when performed by the Agency to applicable standards, will greatly assist in keeping the child safe.
4. *Eckerd Rapid Safety Feedback® Community of Practice* means the Agency participating in quarterly fidelity reviews and sharing information and reports with Eckerd Kids.
5. *Fidelity Reviews* means a review by Providers to ensure the Agency is implementing Eckerd Rapid Safety Feedback® according to established practices.
6. *CCWIS/SACWIS* means the jurisdiction’s statewide automated child welfare information system referred to as Bridges.

7. *Portal* means a website and related technology that is designed to read CCWIS/SACWIS information, perform automated analysis, and generate reports that can be used to implement and support Eckerd Rapid Safety Feedback®.
8. *Portal Terms* means the website usage terms available on the Portal that sets forth the terms and conditions under which the Agency may use the Portal. An example of the current portal terms and conditions are included here as **Exhibit A**. Exhibit A is NOT incorporated herein, but provided for information, only. The ruling website usage terms are those that require to be accepted by the User at time of Portal use.
9. *QA* means Agency Quality Assurance staff member that does not carry a caseload.

B. Introduction

1. Eckerd Kids is a not for profit corporation that specializes in human services, specifically child welfare. During the course of its business, Eckerd Kids has developed Eckerd Rapid Safety Feedback®, a program that has been successful in reducing the occurrence of serious injury or death in high risk dependency cases.
2. Disclosure to Agent. Eckerd Kids, and its affiliate, Mindshare operate using the Portal and related training materials to assist agencies that desire to implement Eckerd Kids Rapid Safety Feedback®.
3. Agency has chosen Eckerd Kids and its affiliate Mindshare to implement Eckerd Rapid Safety Feedback® in the State of New Hampshire and this MOU describes the responsibilities of the Providers and the Agency in connection with that implementation.

C. Eckerd Kid's Responsibilities

1. Access. Eckerd Kids, with its affiliate, Mindshare host, maintain and support the Web Portal with a goal of providing the Agency with 24 hour technical support and access to the Portal and the reports it generates. At no time will any Web Portal content or data be backed up, stored or hosted in any location outside of the United States. All data, associated in any way with the Web Portal will be owned solely by the Agency. Mindshare will not authorize or provide access credentials to any person other than Agency or Eckerd Kids employees who have a need for such access or credentials, without Agency's prior written consent. Mindshare will not provide administrative level access to the Web Portal or any database or data storage system used by the Web Portal to any person without Agency's prior written consent. Each employee of Mindshare who has access to the Web Portal or any database or data storage system used by the Web Portal will execute a confidentiality agreement reasonably acceptable to the Agency confirming the employee's duty to maintain all data and information relating to cases referenced in the Web Portal strictly confidential.

2. Sample. Eckerd Kids, with its affiliate, Mindshare adapt the Portal to create reports that provides a customized predictive data sample of prioritized cases for review.
3. Training. Provide training on review completion, portal entry, staffing techniques, and action item tracking to support the Agency's implementation of Eckerd Rapid Safety Feedback®.
4. Practice Guide. Provide Agency personnel with access to the Eckerd Rapid Safety Feedback® practice guide for use in connection with the Agency's implementation and offer same day technical assistance from case review staff experienced in the review process.
5. Reviews. Perform quarterly fidelity reviews and coordinate sharing of best practices across jurisdictions through the Eckerd Rapid Safety Feedback® Community of Practice.
6. Reports. Provide additional reports as mutually agreed upon by Eckerd Kids and the Agency.

D. Agency's Responsibilities

1. CCWIS/SACWIS. The Agency will allow the Providers access to the CCWIS/SACWIS system to extract client-specific data on a daily basis. The Agency will allow approved Provider staff access to the CCWIS/SACWIS system to view client-specific data as needed. The agency will provide access to the client files of clients that died due to maltreatment and/or clients that experienced serious maltreatment while known to DCYF.
2. Data. Work with Mindshare to establish an agreed exchange protocol and accommodate the DCYF data exchange method and data packaging formats. The exchange protocol will include the specifications for the initial historical data package. A minimum of three years client data history should be provided within thirty days of signing the MOU.
3. Peer Reviewers. Provide sufficient reviewers to the Eckerd Rapid Safety Feedback® program. Reviewers should be dedicated QA staff that are NOT investigating or managing the case or providing supervision to the front line workers assigned to the case. Reviewers must successfully complete Eckerd Rapid Safety Feedback® training (provided at no cost to the Agency) prior to completing case reviews.
4. Community of Practice. Participate in a quarterly Fidelity Review, sharing lessons learned with other jurisdictions, and report the results observed after implementation of Eckerd Rapid Safety Feedback®.
5. Use of Portal. The Agency QA staff member will enter all case reviews into the Eckerd Rapid Safety Feedback® portal to provide automated tracking functionality, dashboards, and data for the continuous improvement of existing predictive data sets for the Eckerd Rapid Safety Feedback® implementation in New Hampshire.

6. Notice. Provide Providers written notice of any lawsuit or claim filed or asserted against the Agency alleging liability in connection with Eckerd Rapid Safety Feedback®

4. Binding Provisions

A. Term of MOU

1. Term. This MOU will begin at 08:00AM EST on May 1, 2017 and terminate at 11:59PM EST on December 31, 2018 (the "Term") unless terminated earlier pursuant to Section 4A.2.
2. Termination. Any party may terminate this MOU for any reason with ten (10) calendar day written notice to the other parties.
3. Renewal. There are no renewals to this MOU; however, the Parties may negotiate a contract to continue Eckerd Rapid Safety Feedback® as mutually agreed upon.
4. Extension. If mutually agreed to by the Parties, his MOU may be extended for up to six (6) months to accommodate the negotiation of a contract to continue ERSF®.

B. Compensation

1. There will be no monetary compensation paid by the Agency to the parties during the Term of this MOU. Consideration for this agreement shall be the mutual covenants and promises set forth herein.

C. Binding Effect.

1. All provisions under Section 3 of this MOU will create legally binding obligations on the Parties (the "Binding Provisions") and will survive any termination of this MOU. Except for the Binding Provisions, this MOU will constitute an expression of intent only and is not intended to create any legally binding obligation that is enforceable against any Party.

D. Intellectual Property

1. All CCWIS/SACWIS data will be deemed and treated as Confidential Information of the Agency. All intellectual property rights in and to the CCWIS/SACWIS data will remain the sole property of the Agency. By making CCWIS/SACWIS data available to Providers, the Agency will grant, and hereby does grant, to Providers a limited, non-exclusive, royalty-free, fully-paid-up license for the term of this MOU to use the CCWIS/SACWIS data, but solely for the purpose of implementing Eckerd Rapid Safety Feedback® for the Agency, providing the Portal and related reports, and improving Eckerd Rapid Safety Feedback®.

2. All intellectual property rights in and to Eckerd Kids Rapid Safety Feedback ®, the Portal and its related software and documentation, the reports generated by the Portal, the Eckerd Kids Rapid Safety Feedback ® training materials, the Eckerd Kids Rapid Safety Feedback ® safety guide (including without limitation for all of the foregoing, all related inventions, processes, improvements, trade secrets, algorithms, works of authorship, trademarks and service marks (jointly “Pre-existing IP”) is and will remain the sole property of the original owner (Eckerd Kids, its affiliate, Mindshare, and their licensors). All pre-existing IP will be deemed and treated as Confidential Information. Eckerd Kids and Mindshare will grant, and hereby does grant to the Agency, a limited, non-exclusive, royalty-free, fully-paid-up license for the term of this MOU to use their pre-existing IP, but solely for the purpose of implementing Eckerd Kids Rapid Safety Feedback ® for the Agency and subject to this MOU and the Portal Terms.
3. By using the Portal, Agency is agreeing to abide by, and to be bound by, the Portal Terms and any applicable laws (including, without limitation laws relating to privacy and personal identifying information relating to children).

E. Background checks and verification

1. At the sole discretion of the Agency, Providers may be subject to user background checks, depending on the information systems Providers accesses or types of data Agency provides. Providers must submit the required background check information to the agency in a timely manner, if requested.

K. HIPAA

1. Providers agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R 160.103 and 164.501).

L. Governing Law, Venue, and Jurisdiction

1. This MOU will be governed by and construed in accordance with the laws of the State of New Hampshire, excluding any conflicts of laws, rule, or principle that might refer the governance or construction of this MOU to the law of another jurisdiction. The Parties agree that all disputes, claims, actions, or lawsuits between them, arising out of or relating to this MOU, or for alleged breach of this MOU, will be heard and determined by a state or federal court sitting in Tennessee, or by any appellate courts which review decisions of those courts.

M. Entire Agreement

1. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other agreements,

understandings, negotiations, or representations between the Parties with respect thereto.

N. Confidentiality

1. Each Party agrees to maintain in confidence any information disclosed to it by, or discovered by it regarding, any other Party or Parties it knows or has reason to know is proprietary and/or confidential, including, without limitation, the terms of this MOU ("Confidential Information"). If the receiving Party becomes legally required to disclose Confidential Information, or any part thereof, the receiving Party shall give the disclosing Party prompt notice of such requirement. If the disclosing Party waives compliance with any of the terms of this Agreement or is unable to obtain a protective order or other appropriate remedy with respect to such disclosure of Confidential Information, then the receiving Party will disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement. This Section shall survive termination of this MOU.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties agree to the expressed terms.

Eckerd Youth Alternatives, Inc.

New Hampshire Division for Children, Youth and Families (DCYF)

By: _____

By: _____

Name: Randall W. Luecke
Title: Chief Financial Officer

Name:
Title:

By: _____

Name: Alex Reed
Title: Chief Performance Officer

Mindshare Consulting Group, LLC

By: _____

Name: Gregory Povolny
Title: Chief Executive Officer

Exhibit A: (Sample for info only)
Client Portal Terms and Conditions

The following constitutes the terms and conditions under which Mindshare Consulting Group, LLC, d/b/a Mindshare Technology, ('Mindshare') offers the information, services and facilities of Mindshare. Please read the terms and conditions carefully, if you do not agree to any of the terms and conditions you must not use the site.

Client Portal Eligibility & Use

The Mindshare Portal is only available to Mindshare clients or clients authorized to use the portal by a Mindshare authorized provider. To become a user of and have access to the Portal, Mindshare requires that you register and provide Mindshare with accurate user information.

Acceptable and Lawful Use of Site by Authorized Users

All users represent and attest that the information they provided when registering as a user, and all information that they subsequently provide regarding themselves is true and accurate and not misleading.

Use of Site

You may not use any robot, spider or other automated means to access the Site or content or services provided on the Site for any purposes. You may not use any means to index the Site in a search engine. You may not post content on the Site that contains any viruses or other computer programming routines that are intended to damage or detrimentally interfere with any system, data or personal information. You shall not attempt to make the Site unavailable through denial-of-service attacks or similar means.

User Notifications

If you register as a user, you agree that Mindshare may send information, warning and alert notices, and other messages per your preferences, to you via e-mail at the e-mail address you provide when registering to become a user (or which you later update).

User Password and Login Identity

You are responsible for maintaining the confidentiality of your user password, and user name/login, and are fully responsible for all activities that occur under your profile/account with or without your knowledge. If you knowingly provide your user name and password information to another person, your user privileges may be suspended temporarily or terminated. You agree to immediately notify Mindshare of any unauthorized use of your user password, user name or any other breach of security.

Ownership and Intellectual Property

Other than content provided by the jurisdiction which includes the content presented in the dashboards, and other than supplemental review questions that may be configured and updated from time to time, Mindshare owns all rights to the intellectual property and material contained in this Site, and all such rights are reserved. Payments submitted to Mindshare is for Hosting and Use of the Mindshare Commercial Off the Shelf Software and Services; which includes configurations tailored for specific uses that are within the defined parameters of the service and that all aspects of the Host Service, including but not limited to the source code, dashboards, analytics and data science are proprietary and remain the sole property of Mindshare.

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