



County of San Bernardino
Children and Family Services

**CASEY FAMILY PROGRAMS
AND
SAN BERNARDINO COUNTY CHILDREN AND FAMILY SERVICES**

CHILD WELFARE COLLABORATION AGREEMENT

THIS CHILD WELFARE COLLABORATION AGREEMENT (Agreement) is entered into as of January 1, 2021 (Effective Date), by and between San Bernardino County Children and Family Services, (SBCFS) and Casey Family Programs (CFP). CFP and SBCFS 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 Goals).

SBCFS is a governmental entity, within San Bernardino County dedicated to protecting and promoting the well-being of abused, neglected or exploited children in San Bernardino County through collaboration with community agencies and private citizens..

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 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 SBCFS.

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.** SBCFS shall designate the Assistant Director as the SBCFS Collaboration Lead to collaborate with CFP on the Child Welfare Collaboration Strategies and Identified Outcomes Plan as outlined in this Agreement.

CFP shall designate a CFP Strategic Consultant as CFP Collaboration Lead, and will identify CFP staff to work with SBCFS 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. SBCFS 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 SBCFS 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 SBCFS'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. SBCFS 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 San Bernardino County, including those who are within SBCFS'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 SBCFS 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 SBCFS. As described in Section 13.2, CFP shall not have any liability, monetary or otherwise, to SBCFS 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). SBCFS 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. SBCFS 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. SBCFS 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. SBCFS must identify CFP Funds on its books for ease of reference and verification. SBCFS 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, SBCFS will permit CFP, its agents, or representatives to visit SBCFS's premises and review SBCFS'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-Sharing, Exchange of Confidential Information, and Survival.

7.1 SBCFS Data-Sharing and Evaluation – AFCARS, NCANDS, and NYTD data. SBCFS will provide CFP with AFCARS, NCANDS, and NYTD data files in the form and according to the schedule that such files are submitted to the federal Administration for Children and Families. AFCARS, NCANDS, and NYTD data shall be submitted to CFP through CFP's secure data portal.

7.2 CFP Data-Sharing and Evaluation – AFCARS, NCANDS, and NYTD data. CFP will conduct analyses and evaluations of SBCFS's AFCARS, NCANDS, and NYTD data in support of Collaboration Strategies and Work Efforts, and will treat the raw data CFP receives through the secure data portal as Confidential Information (pursuant to Section 7.4) and will not distribute it outside of CFP without prior written approval from SBCFS, except as may be required by law. CFP will cooperate and facilitate access to any non-identifying CFP data that assists SBCFS 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 submitted by SBCFS to CFP. 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.

7.3 Additional 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. SBCFS will work with CFP to describe in the Strategy and Identified Outcomes Plan the additional SBCFS 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 7.4), 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 SBCFS, except as may be required by law.

7.4 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.

7.5 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.

11. Use of CFP Name.

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

11.2 Additional Applications. SBCFS 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, 2022 (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. SBCFS 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 SBCFS 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 SBCFS'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. SBCFS shall cooperate with CFP in the event that CFP is sued in connection with this Agreement. This cooperation includes, but is not limited to, SBCFS producing any files or documentation requested by CFP in connection with CFP's defense of the lawsuit, as well as SBCFS 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.

13.11 Mutual Indemnification. The CFP agrees to indemnify, defend (with counsel reasonably approved by SBCFS) and hold harmless the SBCFS and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from the negligence of the CFP, including the acts, errors or omissions of the CFP and for any costs or expenses incurred by the SBCFS on account of any claim resulting from the acts or negligence of the CFP and its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.

The SBCFS agrees to indemnify, defend (with Counsel reasonably approved by CFP) and hold harmless the CFP and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from the negligence of the SBCFS, including the acts, errors or omissions of the SBCFS and for any costs or expenses incurred by the CFP on account of any claim resulting from the acts or negligence of the SBCFS and its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.

In the event that the SBCFS and/or CFP are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this contract, the SBCFS and/or CFP shall indemnify the other to the extent of its comparative fault.

13.12 Supersede and replace. This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the SBCFS and CFP hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.

13.13 Force Majeure. Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

13.14 Electronic Signature. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall

be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

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

CASEY FAMILY PROGRAMS



David Sanders,
Executive Vice President, Systems
Improvement

Dated:

Notice Address:

Casey Family Programs
2001 8th Ave., Suite 2700
Seattle, WA 98121
Attn: Eve Moore, Project Manager
Telephone: 206-270-3406
Email: emoore@casey.org

COUNTY OF SAN BERNARDINO



Chair, Board of Supervisors

Dated:

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIRMAN OF THE BOARD

Lynna Monell

Clerk of the Board of
Supervisors

of the County of San
Bernardino.

By:

Deputy

Notice Address:

County of San Bernardino, Children and Family
Services
150 S. Lena Road #D
San Bernardino CA 92415
Attn: Jonathan Byers
Telephone: 909-891-3568
E-mail: Jonathan.Byers@hss.sbcounty.gov

**CASEY FAMILY PROGRAMS
AND
SAN BERNARDINO COUNTY CHILDREN AND FAMILY SERVICES
CHILD WELFARE COLLABORATION AGREEMENT**

**ATTACHMENT 1
2021 STRATEGY AND IDENTIFIED OUTCOMES PLAN**

San Bernardino Children and Family Services

**STRATEGY AND IDENTIFIED
OUTCOMES PLAN**

The parties will undertake the following projects in 2021:

Strategy	Strategy Description			
Casey Innovations	New initiatives focused on the sustainability of Casey's goals through the promotion, influence or facilitation of integrated community responses. Responses to support those goals during times of crisis nationally and regionally			
	Project	Outcome	Description	CFP Funds to SBCFS
	COVID-19 Recovery Support	Outreach	General support related to COVID-19 recovery.	\$0
Strategy	Strategy Description			
Decrease reliance on congregate care	Promote congregate care reforms in jurisdictions to identify and utilize the most appropriate and least restrictive placement that best addresses the child's needs. Support redirecting funds from bed reduction interventions to community supports for the families historically served by congregate care. Target resources such as wrap-around, therapeutic foster care to ensure safe permanence.			

		Project	Outcome	Description	CFP Funds to SBCFS
		Going Home Project	Increase Permanency for Long Stayers	Support San Bernardino in their transformation of group care reform into an alternative system of home and community based services, and is inclusive of family finding support.	\$0
Strategy		Strategy Description			
Strengthen system capacity to prevent entries		Reduce child maltreatment cases through practices and policies that prevent or divert most at-risk families and children by educating and targeting scarce resources, including community, mental health and domestic violence, alternative response and mandated reporters. Support long-term systemic goals that enable child welfare systems to provide services that are responsive, adaptive, family centered and efficient in safely reducing entries.			
		Project	Outcome	Description	CFP Funds to SBCFS
		Family First Implementation Planning Support	Increase Exits to Entries Ratio	Support efforts in increasing knowledge understanding of the opportunities for FFPSA and how the tool can be utilized.	\$0
Strategy		Strategy Description			
Workforce / Leadership support and development		Support practices and policies that target stabilization of the child welfare workforce.			
		Project	Outcome	Description	CFP Funds to SBCFS
		Workforce / Leadership Support and Development	Systems Reform	Provide support related to workforce leadership development and retention efforts.	\$0
TOTAL					\$0

QUARTERLY REPORTS AND CFP FUNDS.

CFP shall not pay any CFP Funds to SBCFS in 2021. Quarterly reports shall be submitted to CFP according to the following schedule:

Quarterly Reports and CFP Funds

Reporting Period	Report Due	Payment Date	CFP Funds
-	-	Upon execution of the Agreement	\$0
January 1 - March 31, 2021	April 15, 2021	April 30, 2021	\$0
April 1 - June 30, 2021	July 15, 2021	July 31, 2021	\$0
July 1 - September 30, 2021	October 15, 2021	October 31, 2021	\$0
October 1 - December 31, 2021	January 15, 2022	-	