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State of New Hampshire

Office of the Child Advocate

Moira O'Neill
Child Advocate

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

March 2, 2021

REQUESTED ACTION

Pursuant to RSA 4:8 Gifts to the State, **retroactively** authorize the Director of the Office of the Child Advocate (Office) to accept a gift in an amount not to exceed $24,000 from Casey Family Programs, Seattle Washington, to continue to provide the services of Collaborative Safety, LLC, 8161 Hwy 100 #206, Nashville, TN. These services include System Learning Review technical assistance and ongoing fidelity, fidelity case reviews, and Systemic Critical Incident Review (SCIR) Management System. Effective upon Governor & Council approval for the period of January 1, 2021 through December 31, 2021.

EXPLANATION

This request is **retroactive** as processing disruptions have occurred as a result of the COVID-19 crisis.

The Office requests **retroactive** authorization to accept a gift from Casey Family Programs, a national organization whose mission is to provide and improve and ultimately prevent the need for foster care. Casey Family Programs partners with child welfare systems, families, policymakers, courts and American Indian tribes to support practices and policies that safely reduce the need for foster care, increase the safety and success of children and strengthen the resilience of families.

This gift will support the NH Office of the Child Advocate in continuing to strengthening the System Learning Review (SLR) model for conducting a SLR to examine system responsiveness to children in a collaborative method that engages and empowers Division for Children, Youth and Families staff. Additionally, this gift will provide access to the SCIR Management System (SMS), including the Systems Mapping Tool (SMT), to review critical incidents using evidence-based Safety Science, capture systemic influences within and without of the agency, and manage systemic critical incidents review data. This support situates the Office to effectively monitor incidents and identify system improvements in accordance with oversight duties pursuant to RSA 21-V.

The Office of the Child Advocate wishes for approval to **retroactively** accept this gift. Your favorable action on these items would be appreciated.

Respectfully submitted,

Moira O'Neill
Director

MO/kk

Attachment: Collaborative Safety, LLC. Scope of Work Proposal
Collaborative Safety, LLC. Services Agreement

TRANSFORMING CULTURE | TOGETHER

New Hampshire Office of the Child Advocate
Scope of Work Proposal
11 11 20

Contractor Information:

Collaborative Safety, LLC
8161 Hwy 100 #206
Nashville, TN 37221
916-548-5041
sm@collaborative-safety.com

Proposal

Collaborative Safety, LLC proposes the following initial scope of service:

Scope of Work – Calendar Year 2021 (January 1, 2021 – December 31, 2021)

1. Systems Learning Review Technical Assistance

Total: $24,000.00

Costs

Training/Item Title	Cost
Systems Learning Review Technical Assistance	$24,000 flat rate for 12 months

Detailed Description of Work

Systems Learning Review Technical Assistance

- Technical Assistance and Ongoing Fidelity:
    - Unlimited Email Access
    - Dedicated Slack Channel
    - Access to Technical Assistance Skills Sessions
    - Access to SCIR Management System (SMS)*
        - Systems Mapping Tool (SMT)
        - SCIR Report System (SRS)
    - Fidelity Case Reviews**

*SCIR Management System

The SCIR Management System is a cloud-based software support for the Systemic Critical Incident Review process that is accessed by supported users via web application and includes two components: Systems Mapping Tool (SMT) and SCIR Reporting System (SRS). The SMT allows agencies to review critical incidents using evidence-based Safety Science. The tool is user friendly and designed to capture systemic influences within and outside of the agency. The SMT is web-based and can be used during in-person or distance-based review meetings. Users can create, save, and edit systems maps and generate PDF copies as a part of their review process. The SRS allows agencies to develop online forms unique to their critical incident review process. The SRS further allows users to complete forms online and easily capture and access data specific to the critical incident review process. The SRS functionality includes management of systemic critical incident review data (including demographics, systems maps, systems analysis tool and other critical incident data).

**Fidelity Case Reviews - Fidelity case reviews will take place following the implementation of the Systems Learning Review. The purpose of these reviews is to monitor and maintain the quality of work associated with the review process as well as calibrate skills learned in the Systems Learning Review Institute.

SERVICES AGREEMENT
COLLABORATIVE SAFETY, LLC

THIS SERVICES AGREEMENT (Agreement) is entered into as of the Effective Date, by and between Casey Family Programs (CFP), a Washington nonprofit corporation, and Collaborative Safety, LLC (Service Provider), a Tennessee limited liability company. CFP and Service Provider are sometimes referred to individually as a Party and collectively as the Parties. In consideration of the terms of this Agreement, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions under which Service Provider will provide services in furtherance of CFP's goals, strategies, and initiatives.

2. Services and Reports.

2.1. Services. Service Provider shall provide such services and/or deliverables as described in the schedule(s) (Schedule(s)) attached hereto and incorporated by reference (Services). This Agreement may be amended from time to time to include additional Schedules, which shall be signed by the Parties. A description of all Services, applicable due dates, and fee/payment provisions shall be set forth in each Schedule. Service Provider acknowledges that timely completion of each Service is material to the Agreement.

2.2. Reports. If Service Provider will be providing Services in more than one jurisdiction, Service Provider shall submit to CFP a bi-annual Progress Report in a form provided by CFP.

3. Payment/Use of Funds.

3.1. Payment for Services. CFP shall pay Service Provider for the Services in accordance with each Schedule and/or amendment. CFP shall not pay Service Provider more than the maximum amounts set forth in each Schedule and/or amendment.

3.2. Payment Terms. CFP shall pay Service Provider within thirty (30) days after receipt by CFP of an invoice and any additional information requested by CFP. Notwithstanding the foregoing, Service Provider shall not be entitled to payment for an invoice if the Services billed have not been performed according to this Agreement.

3.3. Use of Funds. CFP is an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (Code) and is a private operating foundation within the meaning of Section 4942(j)(3) of the Code. Service Provider shall not use CFP Funds to engage in any activity in connection with the Services 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.

3.4. Records, Review, and Audit. Service Provider must identify CFP Funds on its books for ease of reference and verification. Service Provider 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. 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 any termination or expiration of this Agreement.

4. Term and Termination.

4.1. Term. The term of this Agreement shall commence as of January 01, 2021 (Effective Date) and terminate on December 31, 2021 (Term), unless sooner terminated as provided in Section 4.2.

4.2. Termination. This Agreement may be terminated by CFP at any time during the Term by written notice (including e-mail).

4.3. Effect of Termination. Upon receipt of notice of termination from CFP, Service Provider shall not incur any additional expense or perform any Service without the prior written approval of CFP. Should CFP terminate this Agreement, Service Provider shall be entitled to payment only for Services satisfactorily performed by Service Provider to the date of termination.

5. Warranties.

5.1. Standard. Service Provider warrants that the Services performed by Service Provider, its employees, agents, and subcontractors will be of a high quality and performed in a professional manner in accordance with industry standards and practice. Service Provider agrees to perform the Services in compliance with all applicable laws and regulations, including but not limited to public health guidelines and regulations, and licensing requirements. Service Provider further warrants that the qualifications of Service Provider, its employees, agents, and subcontractors, as represented to CFP, are true and correct. Service Provider also warrants that the Services will meet the requirements of this Agreement.

5.2. Right to Use. Service Provider warrants that (a) CFP's exercise of any and all rights in the Materials (as defined in Section 9) granted herein does not infringe upon or misappropriate any third party's copyright, patent, trade secret or other intellectual property rights, or any right of publicity or privacy; and (b) the Materials are and shall be (i) original work developed by Service Provider, its employees, agents and/or subcontractors, except as to third-party rights that have been identified and licensed in accordance with Section 9.3; (ii) not libelous or otherwise defamatory; (c) the Materials have not been, and prior to CFP's publication of them will not be, published or otherwise made publicly available, in whole or in part; and (d) the Materials are not subject to any pending or, to Service Provider's knowledge, threatened challenge or claim to the contrary of any of the foregoing representations.

6. Indemnification. Service Provider shall indemnify and defend CFP, its directors, officers, employees, agents, representatives, and affiliates for all losses, damages, claims, actions, costs, and liabilities of any kind (including attorneys' fees), including those claimed by third parties, caused by or arising from acts or omissions of Service Provider, its employees, agents, or subcontractors in any way connected to the Services or this Agreement. This Section shall survive any termination or expiration of this Agreement.

7. Exchange of Confidential Information. In connection with the Agreement, Service Provider may receive, review, or otherwise have access to CFP proprietary and/or confidential information or materials, including but not limited to those regarding children, youth, families, case files, reports, financial information, or other data furnished, prepared, assembled or used by or in furtherance of the Services,

and/or names, addresses, physical and mental health data about an individual, family history and like information (collectively, Confidential Information). Service Provider warrants and agrees that such Confidential Information shall not be made available to any outside person or entity without prior written approval by CFP, except as may be required by law. Service Provider shall: (a) share any Confidential Information only with those employees with an absolute need to know to perform the Services; (b) hold CFP's Confidential Information in strict confidence; (c) hold individual's Confidential Information confidential in accordance with applicable statutes, rules, and regulations; and (d) use all Confidential Information only as necessary to perform the Services. In the event that the Confidential Information contains social security numbers or other personally identifying information, Service Provider shall utilize best practice methods (e.g. encryption of electronic records where feasible, and/or manual redaction) to protect the confidentiality of such information. To the extent that any of the Confidential Information received is Protected Health Information (PHI), as that term is defined under 45 C.F.R. Section 160.103, Service Provider is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, commonly known as the Health Information Technology for Economic and Clinical Health Act (HITECH) and the Omnibus Rule (2013). In the event of any violation of this Section, in addition to any other rights and remedies, CFP is entitled to seek immediate injunctive relief. This Section shall survive any termination or expiration of this Agreement.

7.1. Notice of Breach. The Parties shall provide notice to one another within three (3) business days of the discovery of any breach or unauthorized disclosure of Confidential Information. Upon the discovery of such security breach or unauthorized disclosure, either CFP or Service Provider, as the case may be, shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the other party of such steps. This Section shall survive any termination or expiration of this Agreement.

7.2. Safeguards around Data. Service Provider represents and warrants that it shall use appropriate safeguards to protect any data used or obtained by Service Provider in conjunction with this Agreement. In particular, Service Provider shall prevent the misuse and unauthorized access or disclosure of data, including: a) maintaining adequate physical controls and password protections for any server, laptop, computer desktop or system on which the data is stored; b) ensuring that data is not stored on any mobile device (for example, a laptop or smartphone) or transmitted electronically unless encrypted, and c) takes any other measures reasonably necessary to prevent any use or disclosure of the data other than as allowed under this Agreement.

7.3. Cooperation and Mitigation. Service Provider shall cooperate with any remediation that CFP, in its discretion, determines is necessary to: address any applicable reporting requirements, and mitigate any effects of such unauthorized disclosure of the data, including measures necessary to restore goodwill with stakeholders, including research subjects, collaborators, governmental authorities, and the public.

8. Background Screening. The Parties acknowledge that access to the Confidential Information of, and interaction with, any children, youth, or families requires discretion and sensitivity. Service Provider represents and warrants that all persons employed or otherwise retained to perform Services under this Agreement have, where appropriate, been screened through background checks or otherwise have no history to suggest that it would be potentially dangerous, harmful, or otherwise inappropriate for such

persons to assume the assigned responsibilities. If the history of any person providing services under this Agreement changes throughout the term such that it would be potentially dangerous, harmful, or otherwise inappropriate for such person to continue performing assigned responsibilities, Service Provider has the obligation to ensure that such person no longer provides Services under this Agreement.

9. Intellectual Property.

9.1. Materials. As used in this Agreement, "Materials" means any and all works of authorship created or developed pursuant to this Agreement by Service Provider or any of its agents, employees, or subcontractors. Materials may also include text, video, illustration, compilation, software, and/or any other medium or format. CFP is and will be the sole and exclusive owner of all right, title, and interest in and to the Materials, including all copyrights and other intellectual property rights therein. Service Provider shall create the Materials as "work made for hire" as defined in Section 101 of the Copyright Act of 1976. CFP shall hold and retain all intellectual property rights, including copyrights, trademarks, and moral rights (IP Rights), in all Materials created by CFP or Service Provider, or jointly created by CFP and Service Provider. Service Provider hereby grants, transfers, conveys, and assigns to CFP all of its rights, title, and interest to/in all Materials. To the extent any work does not qualify as, or otherwise fails to be, work made for hire, Service Provider hereby does grant, assign, transfer, and otherwise convey to CFP, irrevocably and in perpetuity, throughout the universe, all of its right, title, and interest in and to such work. At CFP's request and expense, Service Provider will sign documents and take any other action reasonably necessary to evidence, perfect, or protect CFP's IP Rights in the Materials with the United States Copyright Office and/or the U.S. Patent and Trademark Office. This Section shall survive any termination or expiration of this Agreement.

9.2. Pre-Existing Work. To the extent that either party has created, written or otherwise documented any work of authorship prior to the date of this Agreement ("Pre-Existing Work") and contributes such Pre-Existing Works for use in the performance of this Agreement, that party shall retain its intellectual property rights in such Pre-Existing Work, subject to a perpetual, nonexclusive, royalty-free, irrevocable, worldwide license which is hereby granted to the other party to use such Pre-Existing Work for purposes consistent with and subject to the provisions of this Agreement. Prior to or concurrently with the delivery of any Materials to CFP, Service Provider shall specifically identify the existence and location of any of Service Provider's Pre-Existing Work incorporated in the Materials. This Section shall survive any termination or expiration of this Agreement.

9.3. Third-Party Rights. Prior to or concurrently with the delivery of any Materials to CFP, Service Provider shall provide prompt written notice to CFP of any presently existing proprietary right of a third party used or incorporated in the Materials, including licenses and other contractual permissions and agreements executed by: (a) all third parties with ownership or licensed rights in any materials or works of authorship used or incorporated in the Materials, including all modifications, amendments, supplements and waivers; and (b) all third parties whose name, image, likeness, signature, voice, identity or property is identified or depicted in the Materials. At CFP's request and in its sole discretion, Service Provider shall provide CFP with true and complete copies of all valid, binding and enforceable third party proprietary licenses, contractual permissions and agreements as more fully described above, so that CFP, and its licensees, successors and assigns, may exercise rights in the Materials as contemplated in this Agreement, including all intellectual property, publicity and privacy rights, without incurring any payment or other obligation to, or otherwise violating any right of, any such person.

10. Insurance. Service Provider warrants that it carries the following insurance: (i) commercial general liability coverage of $1,000,000 per occurrence and $2,000,000 aggregate; (ii) if professional services are being rendered, professional liability coverage of $1,000,000 per occurrence and $2,000,000 aggregate; (iii) property coverage in an amount necessary to cover its property used in connection with the Services; and (iv) Workers Compensation Coverage that meets state statutory limits as well as $1,000,000 of employer's liability coverage per occurrence. If operating a motor vehicle in connection with the Services, Service Provider warrants that it carries automobile liability insurance coverage of at least $1,000,000.

11. Public Commentary/Publication/Use of CFP's Name. Service Provider shall not make any public statements, representations, or commentary (Public Commentary) on behalf of CFP without CFP's prior review and written approval. CFP approval of any Public Commentary or Materials may be conditioned upon attribution to or recognition of CFP. Service Provider shall advise CFP of any requests for Public Commentary and explicitly communicate to the requesting party that any such Public Commentary solely represents the views and/or opinions of Service Provider, and do not represent those of CFP. CFP shall review and approve Materials prior to publication or dissemination. Service Provider shall not use CFP's name for advertising and/or promotional purposes without CFP's prior written approval.

12. Independent Contractor. Service Provider is an independent contractor of CFP. This Agreement shall not create the relationship of employer and employee, a partnership, an agency, joint venture or other relationship between CFP and Service Provider. Service Provider shall be solely liable for the wages, employment taxes, fringe benefits, work schedules, and work conditions of its employees, agents, and subcontractors, and shall indemnify CFP from any claim or loss relating to the same. Service Provider warrants that all representations Service Provider has made to CFP in connection with Service Provider's Independent Contractor status are true and correct. In the event a governmental authority determines Service Provider was a de facto CFP employee, Service Provider relinquishes any claim to any CFP benefit plans, out-of-pocket liability due to any absence of worker's compensation coverage, or monies in excess of the Agreement fee as outlined in the Schedule(s).

13. General

13.1. Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Washington without reference to its conflicts of law principles.

13.2. Dispute Resolution. The Parties agree to use their best efforts to resolve through discussion and negotiation and to their mutual satisfaction any disagreement arising in the performance of this Agreement. In the event a dispute arises from or relates to this Agreement and the Parties are unable to settle the dispute between them, the dispute shall be referred to a mutually agreeable mediator within twenty (20) days of a written request for mediation submitted by either Party. The Parties will share the costs of mediation equally.

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

lawsuits related to the Agreement. This Section shall survive any termination or expiration of this Agreement.

13.4. Notices. All notices or other communications shall be in writing and delivered to the address indicated on the Agreement. Such address may be changed by notice to the other Party in accordance with this Section.

13.5. Subcontracting. Service Provider shall not delegate the performance of its obligations under this Agreement (Subcontract) to any other person or entity without prior written approval from CFP. Any such Subcontract shall incorporate by reference the terms and conditions of this Agreement. Service Provider shall remain primarily liable and shall be responsible for the performance of each permitted subcontractor and each subcontractor's employees, and for their compliance with this Agreement, as though they were Service Provider's own employees.

13.6. Assignment. Service Provider shall not assign this Agreement or its interest therein without CFP's prior written consent. Any purported assignment in violation of this Section shall be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their successors and permitted assignees.

13.7. 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.

13.8. Entire Agreement/Modification. This document, including all Schedules and other attachments, contains the entire agreement of the Parties regarding 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 Agreement may only be modified by a written agreement of the Parties signed by an authorized representative of each Party.

13.9. 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.

13.10. Waiver. The failure by any Party to insist upon strict performance by a party of any provision of this Agreement shall not operate or be construed as a subsequent waiver of that or any other provision by the other Party or parties.

13.11. Survival. The conditions, obligations, and warranties contained in this Agreement that by their nature or that the Parties intend to survive the completion of the performance of the Agreement shall survive the expiration or termination of the Agreement.

13.12. 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.

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

13.14. Nondiscrimination Policy. The Parties agree that all persons working on the Services or receiving Services under this Agreement 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.

13.15. 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.

13.16. Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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

CASEY FAMILY PROGRAMS

By:_____
Zeinab Chahine
Managing Director, Strategic Consulting

Notice Address:
Casey Family Programs
2001 8th Avenue, Suite 2700
Seattle, WA 98121
Attn: Diane Barone-Gillian
Telephone: 206.282.7300 x14600
Email: DBarone-Gillian@casey.org

Send Invoices to: SI-Invoice@casey.org

COLLABORATIVE SAFETY, LLC

By:_____
Scott J. Modell
Co-Founder

Notice Address:
Collaborative Safety, LLC
8161 Hwy 100 #206
Nashville, TN 37221
Attn: Scott J. Modell
Telephone: 916-548-5041
Email: sm@collaborative-safety.com

SCHEDULE 1
SCOPE OF WORK AND PAYMENT
COLLABORATIVE SAFETY, LLC

Background on Casey Family Programs (CFP) Strategies and Outcomes. Services under this Schedule contribute to the programmatic outcomes CFP seeks to achieve as part of its efforts in the state of New Hampshire to achieve a safe reduction in the number of youth in foster care and build communities of hope. CFP has entered into a Child Welfare Collaboration Agreement with New Hampshire Division for Children, Youth, and Families (DCYF) to advance the efforts to achieve a 50% safe reduction in the number of youth in foster care in New Hampshire. In 2021, CFP and DCYF are collaborating on:

Strategy	Child Maltreatment Fatalities
Detail Name	Safety Science/Safety Culture - Fatality Reviews Office of the Child Advocate
Detail Description	Continue work with the Office of the Child Advocate to implement critical incident reviews that are consistent with the principles of Safety Science

Purpose. Service Provider will support the New Hampshire Office of the Child Advocate (OCA) and DCYF review team with continuing implementation of the System Learning Review (SLR) model for conducting critical incident reviews. Service Provider will provide technical assistance, coaching, quality review/assessment, and feedback to DCYF staff and leadership.

Outcomes. Services under this Schedule align with CFP's Goal of safely reducing the number of youth in foster care by 50% by increasing the exits/entries ratio, decreasing the occurrences of repeat maltreatment, and decreasing re-entries into care. Specific outcomes for New Hampshire, as measured via AFCARS, are:

- Decreased reentries into care.
- Decreased recurrence of maltreatment

Performance Measures. Service Provider's performance will be measured against key performance measures in connection with this Schedule, which are agreed to by the Parties as follows:

- DCYF leadership and staff will continue to adopt, refine and gain expertise in implementing the SLR model for conducting critical incident reviews.

Service Provider agrees to report to CFP on its progress in achieving the Performance Measures identified in this Schedule.

Services. Service Provider will provide the following Services under this Schedule:

Service	Detailed Description	Time Frame/ Due Dates
Systems Learning Review (SLR) model implementation support	Service Provider will work with OCA and DCYF review team to continue to implement and refine the Systems Learning Review (SLR) model; a process designed to provide an in-depth, systematic analysis of critical incidents in order to identify and improve upon issues that may be limiting the agency's ability to reduce child fatalities and improve outcomes. Monthly technical and fidelity assistance will include: • Unlimited Email Access • Access to Technical Assistance Skills Sessions • Access to Systemic Critical Incident Review (SCIR)	December 31, 2021

	Management System (SMS); a tool designed to allow agencies to review critical incidents using evidence-based Safety Science. Components include Systems Mapping Tool (SMT) and SCIR Report System (SRS) • Fidelity Case Reviews will take place following the implementation of the Systems Learning Review. The purpose of these reviews is to monitor and maintain the quality of work associated with the review process, as well as calibrate skills learned in the Systems Learning Review Institute. All Services will be provided virtually.	
Final Report	Service Provider will submit a final report to CFP that provides an assessment of the Services provided to DCYF, progress toward meeting performance measures, and any other information requested by CFP.	December 31, 2021

No personally identifying information or Confidential Information, as defined in the master terms, will be accepted onto CFP's systems or transferred from CFP's systems to Service Provider or Service Provider's affiliates, surrogates, or agents, in connection with the Services under this Schedule. Service Provider shall enter into its own separate confidentiality and data-sharing agreement with DCYF to access personally identifying information and/or data in connection with the Services under this Schedule. CFP shall have no liability regarding Service Provider's access to any data used in connection with the Services under this Schedule, regardless of whether CFP funds are used in connection with the work effort.

Fees. Payment for Services under this Schedule will be made at the rate of $2,000 per month. Total compensation for all Services under this Schedule shall not exceed $24,000.

No Expenses. CFP shall not pay for any expenses or out-of-pocket costs.

Invoices. Service Provider shall submit itemized invoices monthly that at a minimum identify:

- Detailed description of Services provided
- Name of person providing the Services
- Date of Service for each Service provided
- Number of hours or other unit of measure for each Service provided
- Charge for each Service rendered
- Service Provider's name, address, phone number and tax ID number
- Any additional information that CFP requests.

Payment shall not be approved until all documents or reports required by CFP have been submitted to and approved by CFP.

Notices. All notices or other communications concerning this Schedule shall be in writing and delivered to the below address.

Notice Address:
Casey Family Programs
2001 8th Avenue, Suite 2700
Seattle, WA 98121
Attn: Diane Barone-Gillian
Telephone: 206.282.7300 x14600
Email: DBarone-Gillian@casey.org

Send Invoices to: SI-Invoice@casey.org

Notice Address:
Collaborative Safety, LLC
8161 Hwy 100 #206
Nashville, TN 37221
Attn: Scott J. Modell
Telephone: 916-548-5041
Email: sm@collaborative-safety.com

SCHEDULE 2
SCOPE OF WORK AND PAYMENT
COLLABORATIVE SAFETY, LLC

Background on Casey Family Programs (CFP) Strategies and Outcomes. Services under this Schedule contribute to the programmatic outcomes CFP seeks to achieve as part of its efforts in the state of Maine to achieve a safe reduction in the number of youth in foster care and build communities of hope. CFP has entered into a Child Welfare Collaboration Agreement with Maine Office of Child and Family Services (OCFS) to advance the efforts to achieve a 50% safe reduction in the number of youth in foster care in Maine. In 2021, CFP and OCFS are collaborating on:

Strategy	Strengthen system capacity to address full spectrum of system of care
Detail Name	Introduction to Safety Science/Safety Culture
Detail Description	Provide information/introduction to fundamentals of Safety Science/Safety Culture and how it relates to improved outcomes.

Purpose. Service Provider will support Maine OCFS with establishing a culture of safety by transforming its critical incident review system using contemporary safety science and a nationally recognized model.

Outcomes. Services under this Schedule align with CFP's goal to reduce the number of youth in foster care by 50% by increasing the exits/entries ratio, decreasing the occurrences of repeat maltreatment and decreasing re-entries into care. Specific outcomes for Maine, as measured via AFCARS, are:

- Decreased reentries into care.
- Decreased recurrence of maltreatment.

Performance Measures. Service Provider's performance will be measured against key performance measures in connection with this schedule, which are agreed to by the Parties as follows:

- OCFS will begin to drive system transformation by implementing safety science concepts and practices that address system barriers and improve decision making.

Service Provider agrees to report to CFP on its progress in achieving the Performance Measures identified in this Schedule.

Services. Service Provider will provide the following Services under this Schedule:

Service	Detailed Description	Time Frame/Due Dates
Executive Team Kick Off Virtual Meeting and Safety Institute	Service Provider will facilitate a virtual kickoff session for OCFS senior leadership to introduce safety science concepts and to plan for the Executive Safety Institute. Service Provider will conduct a virtual one-day Executive Safety Institute which will provide agency leadership with an executive level understanding of safety science, will engage leadership on how to support safety advancement and system transformation as well as how to ethically respond to failure in a way that promotes organizational learning and improvement, and will provide practical methods to address the media, public and other key stakeholders during high profile cases.	March 30, 2021

Systems Learning Mapping (SLM) Virtual Institute	Service Provider will conduct two Systems Learning Mapping (SLM) Institute virtual sessions for OCFS staff. SLM is derived from systems mapping techniques commonly used in safety analysis and is used to study practice areas of interest. The two (2) day training is designed to support participants to develop an in depth understanding of safety science and how to review work from a systems approach. Day one of the Institute lays the groundwork for the participants' knowledge about systems safety. The content provides a framework of system safety and is designed to engage participants with a comprehensive and holistic introduction to Human Factors and System Safety. Day two is directed toward teaching participants how to conduct a Systems Learning Mapping (SLM), and focuses on building the SLM using the Systems Mapping Tool (SMT), mapping categorized systemic factors and gaining skills to access positive capacities and develop considerations for system change.	April 30, 2021
Systems Learning Mapping (SLM) Implementation	Service Provider will work with OCFS to coordinate ongoing telephone calls, video conferencing and/or email correspondence to take place over the course of two months to support full implementation of the SLM. Focus of support will include ongoing skill development, coordination of implementation plans and document review and refinement as needed.	June 30, 2021
Virtual Leadership Labs	Service Provider will support two cohorts of 12 staff (total of 24 staff) through virtual Leadership Labs which are designed to engage leaders, managers and supervisors who have completed the Safety Leadership Institute to incorporate specific tools and strategies that promote a safety culture in everyday practice and supervision. The month prior to the Leadership Lab, each cohort will participate in a webinar that prepares them for the upcoming Leadership Lab. The month following the Leadership Lab, each cohort will participate in a follow up conference call where Service Provider will answer questions, provide support and reinforce learning concepts.	June 30, 2021
Final Report	Service Provider will submit a final report to CFP that provides an assessment of the Services provided to OCFS, progress toward meeting performance measures, and any other information requested by CFP.	December 31, 2021

No personally identifying information or Confidential Information, as defined in the master terms, will be accepted onto CFP's systems or transferred from CFP's systems to Service Provider or Service Provider's affiliates, surrogates, or agents, in connection with the Services under this Schedule. Service Provider shall enter into its own separate confidentiality and data-sharing agreement with OCFS to

access personally identifying information and/or data in connection with the Services under this Schedule. CFP shall have no liability regarding Service Provider's access to any data used in connection with the Services under this Schedule, regardless of whether CFP funds are used in connection with the work effort.

Fees.. Payment for Services will be made at the following rates:

Executive Team Kick Off Virtual Meeting and Safety Institute	$13,250 flat fee	$13,250
Systems Learning Mapping (SLM) Virtual Institute	$11,250 per session	$22,500
Systems Learning Mapping (SLM) Implementation	$6,000 per month	$12,000
Virtual Leadership Labs	$3,750 per month	$11,250
Total		**$59,000**

Total compensation for all Services under this Schedule shall not exceed $59,000. Adjustments between line items that are less than 20% of the maximum compensation and do not increase maximum compensation may be approved in writing, which may include email, by CFP's Sr. Director of Strategic Consulting.

No Expenses. CFP shall not pay for any expenses or out-of-pocket costs.

Invoices. Service Provider shall submit itemized invoices that at a minimum identify:

- Detailed description of Services provided
- Name of person providing the Services
- Date of Service for each Service provided
- Number of hours or other unit of measure for each Service provided
- Charge for each Service rendered
- Service Provider's name, address, phone number and tax ID number
- Contract Number and Schedule
- Any additional information that CFP requests.

Payment shall not be approved until all documents or reports required by CFP have been submitted to and approved by CFP.

Notices. All notices or other communications concerning this Schedule shall be in writing and delivered to the below address.

Notice Address:
Casey Family Programs
2001 8th Avenue, Suite 2700
Seattle, WA 98121
Attn: Diane Barone-Gillian
Telephone: 206.282.7300 x14600
Email: DBarone-Gillian@casey.org
Send Invoices to: SI-Invoice@casey.org

Notice Address:
Collaborative Safety, LLC
8161 Hwy 100 #206
Nashville, TN 37221
Attn: Scott J. Modell
Telephone: 916-548-5041
Email: sm@collaborative-safety.com