



IDAHO DEPARTMENT OF  
HEALTH & WELFARE



### IDAHO CHILD WELFARE PARTNERSHIP AGREEMENT

THIS IDAHO CHILD WELFARE PARTNERSHIP AGREEMENT (Agreement) is entered into as of February 24, 2006 (Effective Date) by and between the State of Idaho Department of Health and Welfare, Division of Family and Community Services (FACS) Casey Family Programs (CFP), Boise State University School of Social Work (BSU), and Eastern Washington University School of Social Work (EWU) (collectively “parties”).

#### Background

**A.** The Idaho Department of Health and Welfare (DHW) is the State of Idaho’s public health and human services agency, whose mission is to promote the health and safety of all Idahoans. FACS is a Division of DHW that administers statewide protective and social services to children, youth and their families who are involved in the Child Welfare System. Services include early identification and child development intervention, family preservation, investigation and court services, foster care, and children’s mental health treatment, permanency planning and transition services. FACS has partnered with CFP for several decades to improve the lives of Idaho children, youth and families. FACS also partners with BSU and EWU (collectively “Child Welfare Centers” or “Centers”), to improve child welfare practice in Idaho through specialized pre-service education, in-service training, innovative program development, research and service evaluation and collaboration.

**B.** CFP is a nationally accredited private operating foundation that exists to provide, improve and ultimately, prevent the need for, foster care. CFP works with FACS to provide case management services (including foster care placement and community transition services) and technical assistance (including permanency planning resources, independent living and transition resources, and foster family and staff training). CFP supports FACS in the implementation of Idaho’s Program Improvement Plan (PIP) and in the continuous improvement of its child welfare practices and system in such areas as family group decision making, kinship care, disproportionality, and constituency engagement.

**C.** BSU is an Idaho public non-profit educational institution whose School of Social Work prepares students for beginning and advanced professional social work practice with individuals, families, groups, organizations and communities. The School of Social Work is committed to human rights, social and economic justice, egalitarianism, and respect for diversity addressing the needs of populations at risk from a strengths perspective. Through its Child Welfare Center, BSU supports and administers the Child Welfare Academy (Academy) and the statewide Child Welfare Scholars Program, both of which are designed to improve child welfare practice in Idaho.

**D.** EWU is a public non-profit educational institution serving the inland Northwest, whose School of Social Work is committed to the ongoing development of social work education, which instills a core commitment to building a society based on social and economic justice and enhancing opportunities for human well being. The School engages students in the acquisition of critically assessed knowledge and practice skills focused on working collaboratively and therapeutically with people. Through its Idaho Child Welfare Research and Training Center (ICWRTC), EWU supports and administers the Resource Family training program and Partnership evaluation activities, and administers a network of sub-contracts with other participating Idaho universities and community colleges including Northwest Nazarene University, College of Southern Idaho, Idaho State University, Lewis & Clark State College, and North Idaho College (hereafter 'University Partners'), all of which are designed to promote and continually improve the quality of child welfare services in Idaho.

**E.** The parties desire to work together on the terms and conditions set forth herein in service of Idaho's children, youth and families ("Partnership" or "Idaho Child Welfare Partnership").

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

- 1. Mission.** The Idaho Child Welfare Partnership's mission is to promote the safety, permanency and well-being of the children and youth in Idaho's child welfare system of care. The Partnership Mission is supported and sanctioned through shared values, commitment and a governance structure that promotes the sharing, leveraging and effective coordination of funding resources, workforces, research and data, and public policy efforts.
- 2. Shared Values.** The Idaho Child Welfare Partnership values collaboration, practice innovations, education, evaluation, evidence-based child welfare practices and continuous quality improvement. The Partnership strives to improve the lives of children, youth and families who are at risk of becoming involved or re-involved with, or who are already being served by the child welfare system. The Partnership is dedicated to advancing the child welfare system of care in Idaho by linking to other community stakeholders and constituency groups (foster parents, alumni, kinship caregivers) to increase public awareness, promote policy changes, and make program improvements in areas such as work force development, resource family recruitment, training and retention, disproportionality and disparate outcomes for children, youth and families of color and child welfare practice development and evaluation.
- 3. Commitment.** Within available funding, each party shall support the Partnership with staff, funds, training, technical assistance, data collection and evaluation, information sharing and in-kind resources.
- 4. Governance Structure.** In order to promote effective integration of the parties' respective and collective contributions to the improvement of child welfare practice in Idaho, the Partnership shall be governed as depicted on Attachment A and described below:

#### **4.1 Idaho Child Welfare Partnership Administrative Board (Board).**

- **Membership:** The Board is chaired by an elected member and convened by the Partnership Director (as specified in Section 4.2). The Administrative Board shall meet as necessary but no less than quarterly, and shall consist of the following: (a) FACS: Administrator and Deputy Administrator, (b) CFP: Director – Boise Operations; (c) BSU: Director of the School of Social Work; (d) EWU: Dean of the School of Social Work and (e) University Partner representative elected from the sub-contracted schools, each of whom shall have appropriate decision-making authority to agree to, support and implement Partnership work.

- Responsibilities: Strategic planning; oversight of (1) the Idaho State Strategy Agreement by and between DHW and CFP, (2) the Memorandum of Understanding by and between BSU and FACS, and (3) the Memorandum of Understanding by and between EWU and FACS, all as included by reference hereto as Attachment B and as may be amended by the parties thereto from time to time; approval of Partnership contracts; review of outcome reports, grant applications and reports, funding and budget issues; receipt of CFP technical assistance regarding relevant statewide issues (service integration, family group decision making, IV-E refinancing, disproportionality); development of Partnership communications plan; and resolution of any issues arising in connection with the Partnership.

In its discretion, the Board may create and shall review the activities of advisory boards as appropriate to address specific objectives or constituents. The Administrative Board approves and sanctions all Advisory Board Charters, work efforts and membership.

#### **4.2 FACS Partnership and Board Support; Partnership Director.**

- Partnership and Board Support. FACS has a Planning, Evaluation and Training (PET) Unit, through which Partnership support staff is administratively housed. PET is staffed with a Program Manager, Project Manager, and Management Analyst. The FACS PET Program Manager and designees shall provide support and assume a convening role to the Administrative Board noted above, as well as the following Advisory Boards.
- Partnership Director: The FACS PET Program Manager shall function as the Partnership Director, serving as convener and staff to the Administrative Board and Operations Board. The Partnership Director is responsible for negotiating and monitoring the contracts which establish and maintain the Child Welfare Centers located at BSU and EWU. The Partnership Director is responsible for facilitating the engagement of CFP staff with the various programs and functions within FACS to implement the Idaho State Strategy Agreement. The Partnership Director will serve as liaison to each of the advisory boards identified below.

#### **4.3 Operations Board.**

- Membership: As set forth in its charter, the Operations Board is chaired by the Partnership Director, shall meet on a monthly basis or as otherwise necessary, and shall consist of the following members: (a) FACS: Partnership Director; (b) CFP: Director – Boise Operations or his designee; (c) BSU: Center Director; and (d) EWU: ICWRTC Director, each of whom have shall appropriate decision-making authority to agree to, support and implement Partnership work. In addition, the Operations Board will include a FACS Budget Analyst on an as needed basis.
- Duties: As set forth in its charter, the Operations Board makes recommendations regarding (1) the Idaho State Strategy Agreement by and between DHW and CFP, (2) the Memorandum of Understanding by and between BSU and FACS, and (3) the Memorandum of Understanding by and between EWU and FACS, all as included by reference hereto as Attachment B and as may be amended by the parties thereto from time to time; negotiates contracts among the parties and with trainers and consultants; works with FACS's Budget Analyst on federal claiming issues; provides direction to BSU Center and ICWRTC staff; developing and maintaining Partnership communications; implements social marketing strategies; maintains connections to national IV-E workforce groups, partnership and evaluation initiatives; and monitors Advisory Board reports and activities. The Operations Board reports-out to the Administrative Board on activities pertinent to the Partnership. This Board will meet monthly.

**4.3 BSU Center Partnership and Advisory Board Support.** BSU operates its Child Welfare Center with a Director, Resource Family Trainers, Scholars Coordinator, Academy Trainer and administrative staff. The BSU Center Director and their staff designees shall provide support and assume a convening role to the following Partnership Advisory Boards:

a. Academy/In-Service Advisory Board.

- Membership: As set forth in its charter, the BSU Center Director, the FACS Children and Family Services (CFS) Program Manager, FACS Planning, Evaluation and Training (PET) Manager, ICWRTC Director, a CFS (Regional) Program Manager, CFP designee, region CFS Chief designee, and BSU Center Academy Coordinator shall serve on this Advisory Board.
- Duties: As set forth in its charter, the Academy/In-service Advisory Board develops policy recommendations for the Partnership Administrative Board or CFS Program Committee; oversees curricula (new worker, supervisor and in-service); addresses trainer coordination and capacity issues; develops annual training plan for Combined State IV-E/IV-B Plan, reviews CQI results and makes recommendations regarding training needs; initiates and participates in technical assistance regarding training and workforce development; supports implementation of Family Centered Practice Model; recommends CFS Practice Manual revisions; provides input on university contract revisions. This Board will meet at least bi-monthly.

b. Scholars Program Advisory Board.

- Membership: As set forth in its charter, the BSU Center Director, ICWRTC Director, CFP designee, BSU Center Scholars Coordinator, FACS PET Program Manager, CFS Program Manager, FACS Deputy Administrator of Field Operations, CFS Regional Program Manager designee(s), a Scholars Program graduate, and a University Partner designee shall serve on this Advisory Board.
- Duties: As set forth in its charter, the Scholars Program Advisory Board develops policy recommendations; develops specialized student units; monitors and develops recruitment, retention and repayment processes; reviews applications for stipend program; makes recommendations regarding pre-service curriculum; monitors mix of students and stipend allocations; plans student institute; recommends CFP student placement and provides input on university contract revisions; monitors and aligns the Scholar's Program compliance with participating university field programs. This Board will meet at least bi-monthly.

**4.4 CFP: Partnership and Advisory Board Support.** The CFP Director and/or designee shall convene and provide support to the Child Welfare Practice Development Advisory Board.

- Membership: As set forth in its charter, the CFP Director or designee(s), BSU Center Director, ICWRTC Director or designee, CFS Regional Program Manager designee(s), CFS Program Manager or designee, FACS Field staff, University Partner designee and foster care alumni designee shall serve on this Advisory Board.
- Duties: As set forth in its charter, focus on child welfare practice innovations that improve services to children, youth and families by addressing practices related to the PIP implementation and other practice enhancements; support development of Family Group Decision Making (FGDM) provider network; guide continued implementation of family-centered and kinship care practice; advance constituency

engagement by linking to and supporting alumni, kinship and foster family organizations; develop strategies to address disproportionality and disparate outcomes for youth of color; continue to improve transition and independent living services; link to resources that promote evidence based practices (Breakthrough Series Collaborative, Peer Technical Assistance); and provide consultation on Partnership contracts. This Board will meet at least bi-monthly.

**4.5 ICWRTC Partnership and Advisory Board Support.** EWU operates the Idaho Child Welfare Research and Training Center with a Center Director, Resource Family State Coordinator, IV-E Faculty Coordinator, Substance Abuse/Child Welfare Trainer/Consultant, Research Director, and IV-E Librarian. The ICWRTC Director and designees shall convene and provide support to the following Partnership Advisory Boards.

a. Resource Family Training Advisory Board.

- Membership: As set forth in its charter, the ICWRTC Director or designee, BSU Director or designee, CFP designee, CFS Foster Care Program Specialist, PET staff designee, Resource Family Trainer, CFS Regional Manager Designee, and University Partner designees shall serve on this Advisory Board.
- Duties: As set forth in its charter, the Resource Family Training Advisory Board makes policy and procedural recommendations; coordinates roll-outs of advanced curricula (kinship, in-service, therapeutic, Native American and Spanish language curricula); coordinates with foster parent association regarding Foster Parent Conference; supports the development of the Idaho Foster Parent Association and events to promote Foster Care Month; provides input on Resource Family training contract amendments; accesses CFP resources and technical assistance to advance recruitment, retention and training of Resource Families and utilize constituency groups (alumni, foster parent, and kinship) to train and retain Resource Families; sponsors Resource Family CEU offerings. This Board will meet at least bi-monthly.

b. Partnership Research and Evaluation Advisory Board.

- Membership: As set forth in its charter, the ICWRTC Director, Partnership Director, FACS Deputy Administrators, CFP designee, FACS Resource Development Unit Manager, ICWRTC Research Director, PET designated Staff, BSU Center Director, FACS Database Manager and University Partner designees shall serve on this Advisory Board.
- Duties: As set forth in its charter, the Partnership Research and Evaluation Advisory Board oversees/monitors outcomes of Child and Youth Permanency, Safety and Well-Being as well as implementation of and adherence to the Idaho State Strategy Agreement (see Attachment B); develops participatory evaluation protocols that include youth, alumni and family stakeholders; screens Internal Review Board (IRB) and evaluation proposals; oversees evaluations and outcomes related to Family Group Decision Making, Ansell Casey Life Skills Assessment, Disproportionality Plan, various service and system improvement grants; CQI monitoring of student outcomes, Academy work, Child Welfare Practice Innovations, and Resource Family programs. This Board will meet at least bi-monthly.

**5. Decisions.** Decisions regarding the Partnership's design, planning, operations, work plans, evaluation, and the resolution of issues or disputes material to the Partnership and this Agreement shall be made by consensus of the parties. The Administrative Board will set the definition of consensus and incorporate this definition into each Advisory Board charter. The

Administrative and Operations Boards, or any Advisory Boards or Committees, shall not have authority or control over the management or disposition of any party's assets or to direct any party to act or refrain from acting.

**6. Data Collection and Evaluation.** As informed by the Evaluation Advisory Board and approved by the Administrative Board, the Partnership will: (a) collect data in connection with this Agreement, and (b) evaluate Partnership data. Partnership data shall be recorded in a database. Subject to and bound by all applicable confidentiality laws and human subject review procedures, each party shall receive a copy of the database. The database shall be deemed to be "Materials" subject to Section 7. Partnership evaluation will be developed and administered by the parties. Evaluation materials and conclusions shall be available to all parties to this Agreement.

**7. Ownership and License Rights.** For purposes of this Agreement, "Materials" means any written or otherwise documented work product created in connection with services provided under this Agreement.

**7.1 Independently Created Materials.** To the extent that any party independently creates Materials that are subject to copyright, that party shall hold and retain its copyright to those Materials, subject to a nonexclusive, perpetual, royalty-free, worldwide and irrevocable license, which is hereby granted, to the other parties to use those Materials for purposes consistent with, and subject to the provisions of, this Agreement. In that event, the license holder shall prominently incorporate an appropriate copyright notice within the Materials.

**7.2 Jointly Created Materials.** To the extent that the parties jointly create Materials that are subject to copyright (e.g., research instruments or published reports), they shall jointly hold the copyright to those Materials and agree to use those Materials for purposes consistent with, and subject to the provisions of, this Agreement.

**8. Dissemination, Publication and Acknowledgement.** No party shall disseminate or publish any materials or any information relating to the parties, this Agreement, and the Partnership (including but not limited to any brochures, news releases, information on Web site, or other public information about the Partnership), without the prior written approval of the Partnership Administrative Board. Each party is entitled to credit (including, but not limited to, an appropriate and prominent acknowledgement on any and all brochures, packaging, advertising, press materials, signage and other materials in connection with the Collaboration, and shall have an opportunity to review and approve any such credit and/or acknowledgement prior to its publication and/or dissemination.

**9. Term, Termination and Renewal.** This Agreement commences on the Effective Date and will remain in effect until terminated: (a) at any time by mutual written agreement of the parties; or (b) any individual party may, unilaterally and without cause, on sixty (60) days prior written notice to the others to withdraw without effecting the remaining parties intent to remain in the Partnership. Upon termination, the rights and obligations of each party shall terminate except as otherwise provided in this Agreement or required by law.

## **10. Terms and Conditions.**

**10.1 Compliance with Applicable Laws.** The parties will comply with all applicable laws, including but not limited to those concerning background checks, licensure requirements, grant requirements, confidentiality and non-discrimination practices.

**10.2 Grant Applications.** The parties acknowledge that additional funding for the Partnership may be sought through grants so long as such funding is administered through a fiscal agent other than CFP. The individual parties shall

reasonably assist in efforts to secure third party funding for the Partnership, subject to the following: (a) no party's name shall be used in support of any grant proposal or application without the party's review and prior written approval, (b) the grant agreement shall state that the Idaho Child Welfare Partnership Administrative Board shall review and approve grant reports prior to their submission to the funder, (c) the Partnership Administrative Board shall receive a copy of all such reports at the time of their submission to the funder; and (d) the Partnership Director, at the direction of the Partnership Administrative Board, shall have the ability to confer directly with the funder about the Partnership.

- 10.3 Prohibited Uses.** No funds or resources of CFP shall be used (a) to propagandize or otherwise attempt to influence legislation, (b) to influence the outcome of any public election or to carry on, directly or indirectly, any voter registration drive, (c) for a grant to any other organization, or (d) for any expense that would constitute a taxable expenditure within the meaning of Section 4945 of the Code or a prohibited transaction within the meaning of Section 4941 of the Code.
- 10.4 Liability.** In carrying out their respective rights and responsibilities under this Agreement, each party shall each be solely liable for its own actions and omissions. No party is responsible for the actions and omissions of third parties.
- 10.5 Issue Resolution.** If a dispute arises from or relates to this Agreement that the Partnership Administrative Board is not able to resolve, then the dispute shall be referred to a mutually agreeable mediator within twenty (20) days of a written request for mediation submitted by the Partnership Administrative Board. The parties will share the costs of mediation equally.
- 10.6 Assignment.** No party may assign its rights or obligations under this Agreement without the others' prior written consent.
- 10.7 Third Parties.** This Agreement is for the sole and exclusive benefit of the parties for the purpose of identifying how the parties will work together to support the Partnership. Nothing in this Agreement, express or implied, is intended or shall be construed to confer any benefit, remedy or claim upon any other person or entity, as a third party beneficiary or otherwise.
- 10.8 Legal Relationship of the Parties.** This Agreement shall not create the relationship of employer or employee, a legal partnership or a joint venture, or any legal relationship between the parties.

**10.9 Entire Agreement; Modification.** This Agreement embodies the entire Agreement and understanding among the parties, is intended as a complete and exclusive statement of the terms of the Agreement, and supersedes any prior agreements among the parties regarding the Idaho Child Welfare Partnership. This Agreement may only be modified by a written agreement of the parties signed by an authorized representative of each party.

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

**IDAHO DEPARTMENT OF HEALTH AND WELFARE**

By: \_\_\_\_\_  
Karl Kurtz, Director, Idaho Department of Health and Welfare

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**CASEY FAMILY PROGRAMS**

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**BOISE STATE UNIVERSITY SCHOOL OF SOCIAL WORK**

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**EASTERN WASHINGTON UNIVERSITY SCHOOL OF SOCIAL WORK**

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# ATTACHMENT A – Idaho Child Welfare Partnership (ICWP)

