



Vannessa L. Dorantes
Commissioner

DEPARTMENT of CHILDREN and FAMILIES
Making a Difference for Children, Families and Communities



Ned Lamont
Governor

September 16, 2021

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Delivery via email to david.schulz@ylsclinics.org

Dear Mr. Schulz:

Your request dated April 5, 2021 and received on April 15, 2021, regarding DCF's use of algorithms in regard to the identification of at-risk children has been reviewed. This Department does not currently utilize any algorithm software or programs for the identification of at-risk children. The Department utilized the Eckerd Rapid Safety Feedback system from approximately October of 2016 through August of 2019. The following documents are attached:

- Remote Fidelity Review (March 2019 and June 2019)
- Connecticut Rapid Safety Feedback Workflow
- CT Eckerd Rapid Safety Feedback Model
- Eckerd Rapid Safety Feedback Tool
- Eckerd Rapid Safety Feedback Connecticut Practice Guide 4.0
- Memorandum dated January 26, 2017
- Timeline
- ERSF Case Debrief Outline
- Connecticut Eckerd Rapid Safety Feedback Fact Sheet
- 4/30/2019 FOI Response to the Verge
- CT Eckerd Rapid Safety Feedback Information Session
- Memorandum of Agreement
- CT Eckerd Rapid Safety Feedback Process Flow
- Eckerd presentation dated 9/25/2014
- CT Eckerd Rapid Safety Fact Sheet 9-27-2016

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- CT Eckerd Rapid Safety Logic Model 4-26-2016
- Presentation to Regional Staff

I hope you find this information helpful. Please feel free to contact me directly regarding any questions as to this material.

Lynn M Hebert

Lynn M Hebert

Digitally signed by Lynn M Hebert
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I. Process for Review

Eckerd fidelity reviewers completed the following activities during the site visits:

1. Met with ERSF Program Managers, Lisa Hofferth and Tracy Lovell to discuss ERSF implementation
2. Met with ERSF review team regarding their perceptions of the implementation, including what has gone well, and areas they feel could be developed
3. Reviewed four complete cases simultaneously with the review team and completed fidelity checklists for each case
4. Observed case debriefs between the reviewer and supervisor and observed staffings which included the field staff for the four cases that were reviewed.
5. Reviewed data with the managers and provided onsite technical assistance regarding the use of Mindshare reporting functions
6. Participated in the bi-weekly conference call which includes Eckerd, Connecticut Leadership, and Mindshare

II. Strengths

1. Average scores were evaluated by reviewer, as well as by question. Average scores are clustered within 14% variation across reviewers, with a single outlier accounting for the majority of the moderate difference. Further, most reviewers were productive with maximum and minimum productivity ranging between 38 and 62 reviews over the most recent 3 month period. In total, at least 250 case reviews were entered in both November of 2018 through January of 2019 and February through April of 2019. It is recommended that Connecticut conduct “blind review” exercises monthly with an emphasis on ensuring alignment with reviewer 3 and the rest of the team, as well as to monitor reviewer 1 productivity to ensure output parity and to maintain these relative strengths.

Reviewer	Average Score	Number of Reviews
AD	63%	38
CG	64%	53
DA	50%	50
KK	61%	54
KC	59%	55

Remote Fidelity Review – Eckerd Rapid Safety Feedback® (ERSF)

Jurisdiction: Connecticut DCF

Review Dates: March 11th -12th, 2019 and June 11th-12th, 2019

Reviewer: Bryan Lindert and Heather Manninen

2. The Connecticut ERSF reviewers continue to demonstrate competency in the staffing model, asking predominantly open-ended questions and allowing the field staff the opportunity to identify safety concerns and to address them by authoring their own plans of action. The field staff was responsive to the feedback and problem-solving discussion, and the Connecticut ERSF team was able to convey shared insight related to identified concerns.
3. During the site visits, there was discussion around the survey having “no’s” with no identified action items after the staffing. The review team reported that if the field staff verbally provided the information during the staffing, they do not develop an action item; however, they do update their survey with the information. Eckerd fidelity reviewer was also able to provide technical assistance and guidance regarding this and recommended that an action item be developed for documentation. This was noted independently on both ERSF visits. The fidelity reviewer was able to observe the Connecticut team ultimately utilize this guidance in real time during observations of their staffings.
4. Improvements from year 3, quarter 1 to year 3, quarter 2 have been seen in all nine areas being reviewed, indicating positive practice change. The most notable improvements have been seen in questions surrounding utilization of family history in case decision-making, communication with stakeholders, service referral and linkage, as well as supervisory reviews. There is an overall improvement of 11.05%. See chart below for further details.

SAFETY CONSTRUCTS	Year 3 Quarter 1 of Implementation (11/1/18-1/31/19)	Year 3 Quarter 2 of Implementation (2/1/19-4/30/19)	Percent Improvement
Question 1 - Utilizing family history in decision making	61.97%	75.50%	21.83%
Question 2 - Sufficient face to face contacts	55.63%	61.20%	10.01%
Question 3 - Assessing child's needs	54.06%	58.40%	8.03%
Question 4 - Identifying and address parental needs	52.65%	54.00%	2.56%
Question 5 - Stakeholder Communication	50.18%	55.82%	11.24%
Question 6 - Safe Sleep	47.62%	50.85%	6.78%
Question 7 - Service referral and linkage	43.97%	50.81%	15.56%
Question 8 - Sufficiency of safety planning	47%	48.35%	2.87%
Question 9 - Sufficiency of supervisory reviews	54.23%	62.25%	14.79%
Overall	52.60%	58.41%	11.05%
Number of Cases Reviewed	284	250	

*Please note quarter review dates were adjusted to more accurately reflect full program implementation.

5. Connecticut's process for ensuring accountability to action items appears to be effective. The quality reviewers monitor completion of action items closely and follow up as needed. The team reports that few preliminary accountability emails and accountability staffings have been needed. At the time of the site visit, there were no overdue action items within the Mindshare portal.


Opportunities for Improvement

During review of the surveys in Mindshare for the cases observed during the fidelity site visits, there were some opportunities for improvement which are noted below.

1. In the case where there is no documentation in the case file, the reviewer documented "no documentation" in the survey. In Connecticut, the reviewers complete a detailed RSF Case summary which they provide to the supervisor during the debrief. This summary is comprehensive of case history, family dynamics, and current concerns and plan to address any concerns including prepared open-ended questions. It is recommended that the reviewers document this information in the survey in Mindshare as well.
2. Two of the four cases observed included safety-related concerns in the "Opportunities for Improvement" (OFI) section of the tool. This section is intended to capture non-safety-related issues, such as those related to wellbeing and permanency. It should be noted, however, that the safety concerns noted in the OFI section were also captured in the survey questions, addressed in the staffing, and action items were developed related to those items. It is recommended to omit these items from the OFI section only.
3. Reviewers did not identify case strengths in three of the four Mindshare tools reviewed during the site visit. It is recommended that case strengths be identified and documented in every case reviewed, even in cases where overall casework needs improvement. It should be noted that reviewers were able to highlight strengths identified during the case staffings.

Connecticut Rapid Safety Feedback Workflow

Other notes:

- A. Currently in the process of developing a summary sheet to be sent to area offices around day 6 – looking at an October 2018 release
- B.  An Elimination case – can happen at any time (legal placement, transfer of guardianship) after assignment to ERSF.



“Case eliminated” refers to a case that has been assigned and a decision was made at some point in time during I/A process to remove the child from the home (ie: no longer I/A case)

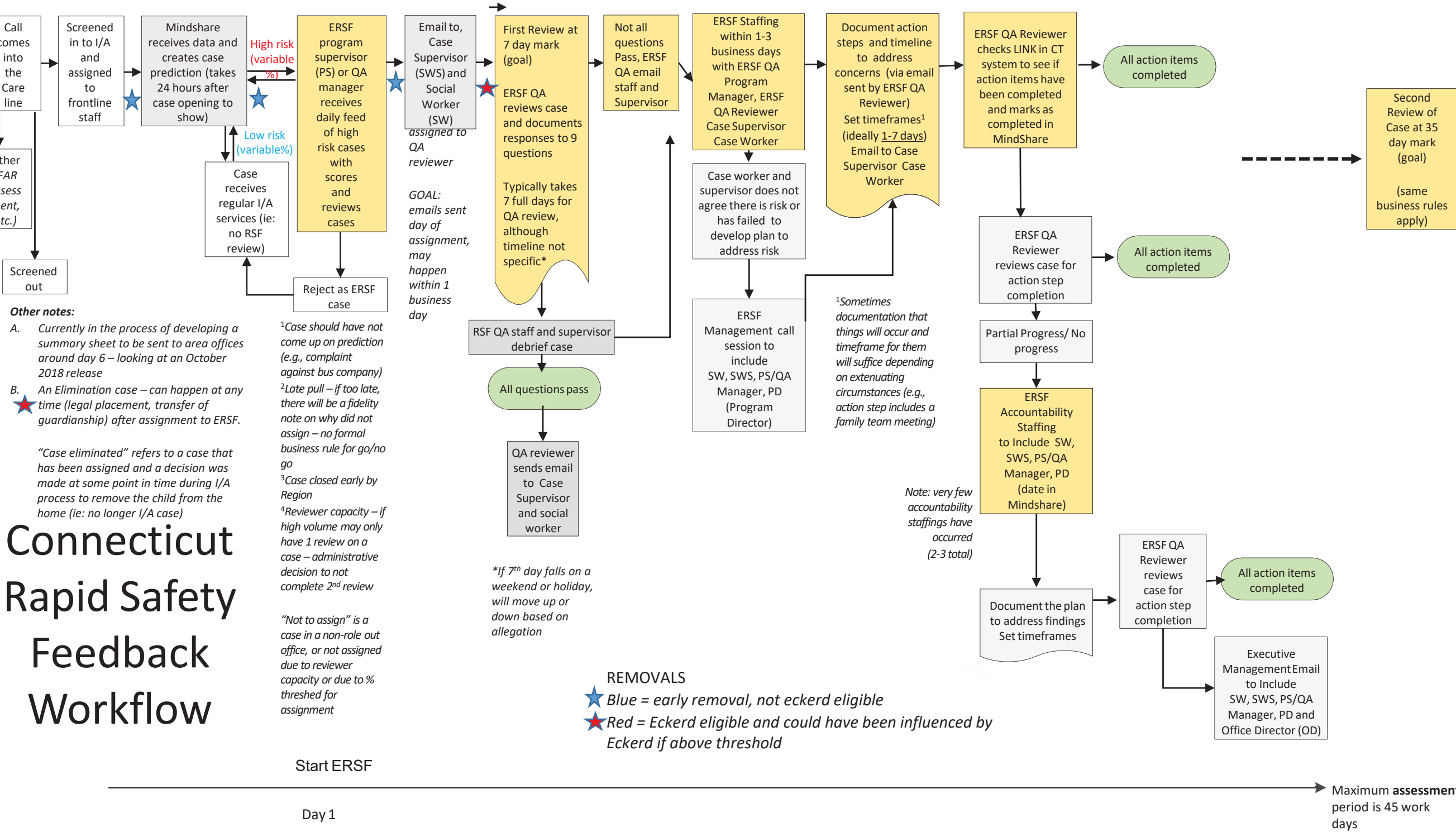
- ¹Case should have not come up on prediction (e.g., complaint against bus company)
- ²Late pull – if too late, there will be a fidelity note on why did not assign – no formal business rule for go/no go
- ³Case closed early by Region
- ⁴Reviewer capacity – if high volume may only have 1 review on a case – administrative decision to not complete 2nd review

“Not to assign” is a case in a non-role out office, or not assigned due to reviewer capacity or due to % threshold for assignment

*If 7th day falls on a weekend or holiday, will move up or down based on allegation

REMOVALS

-  Blue = early removal, not eckerd eligible
-  Red = Eckerd eligible and could have been influenced by Eckerd if above threshold



CT Eckerd Rapid Safety Feedback Model

Date of implementation - 10/3/16

Overview of Prediction work flow and Eckerd Rapid Safety Feedback (ERSF) model:

Referrals Accepted High Risk Summary 10/03/2016 - 08/31/2019										
NUMBER OF CASES REVIEWED	CASES WITH FAR RESPONSE	RETURN CASES WITH FAR RESPONSE	NUMBER REVIEWS WITH NO CASE	NUMBER OF ASSIGNMENTS (10/03/2016 - 08/31/2019)	NUMBER OF ASSIGNMENTS (10/03/2016 - 08/31/2019) REVIEWED	NUMBER OF REPORTS REVIEWED	REPORTS WITH FAR RESPONSE	NUMBER OF STAFFINGS	NUMBER OF DEBRIEFS	NUMBER OF VICTIMS IN THE CASES REVIEWED
1067	474	122	43	1464	1281	1463	546	803	2283	3415

The ERSF model provides a proactive approach to QA by changing the trajectory of a case and ultimately improving overall case practice. Reviews are completed in “real time” which allows immediate feedback so intervention can occur. The reviews focus on the most critical safety-related issues, instead of traditional reviews with a large volume of questions which are equally weighed. ERSF reviews are intended to target our system’s highest risk population. (Eckerd Rapid Safety Feedback Connecticut Practice Guide 3.0)

Eckerd works with each jurisdiction/state to create a problem statement based on unique needs including the prevalence of repeat maltreatment, severe maltreatment, and or fatality in the jurisdiction – this ultimately determines the sample for review.

The CT Problem Statement:

Connecticut is looking to reduce the incidence of children (or siblings) known to the Department who experience an intake on a new or reopened case not already transferred to Ongoing Services, followed at any time by a subsequent substantiated life-threatening episode.

The ERSF focused review is designed to address some known challenges in child welfare. A key decision-making flaw noted in retrospective review of child welfare fatalities is that front-line staff tend to have fixed ideas, or biases, of the family or case and have difficulty integrating new or conflicting information into their view of the family.

Part of the role of the ERSF reviewer is to offer this alternative perspective, prompting conversations intended to challenge these biases.

A primary component of the ERSF model is mentoring and coaching child welfare professionals during the staffing process. Child welfare front-line staff and supervisors must constantly use critical decision-making skills as they face the complex needs and issues of the families they serve.

Child welfare staff need advanced critical decision-making skills that cannot be taught in a one-time training. According to the National Implementation Research Network, “most skills needed by successful practitioners can be introduced in training but are really learned on the job with the help of a coach. Coaches not only expand the knowledge and skills taught in training, they also impart craft knowledge.” (“Coaching: NIRN Project Site”). The ERSF model allows for ongoing coaching for child welfare staff to develop these skills. When the case is staffed between the Review team and the child welfare worker and supervisor, the coaching benefits are twofold. First, the review staff provide case-specific coaching directly to the ISW and SWS, guiding them to develop critical thinking and problem solving skills, as well as devise action items that can immediately change the trajectory of a case with regards to the safety of the children the agency is tasked to protect. This is done by asking open-ended questions and allowing the ISW and SWS the opportunity to communicate thoughts and ideas with real-time feedback and guidance. The second coaching benefit is that the Review staff are also able to model for the child welfare supervisors how to effectively coach their own staff to achieve these outcomes. By providing coaching to both the frontline and supervisory child welfare staff, the Reviewer and supervisor help to reinforce ideas and skills that have been introduced in trainings, which helps the workforce maximize retention and ongoing practice of these skills, as demonstrated by the table below (from Fixsen, et al., 2009).

Implementation Drivers		Training and Coaching	
	OUTCOMES		
	% of Participants who Demonstrate Knowledge, Demonstrate New Skills in a Training Setting, and Use new Skills in the Classroom		
TRAINING COMPONENTS	Knowledge	Skill Demonstration	Use in the Classroom
Theory and Discussion	10%	5%	0%
...+Demonstration in Training	30%	20%	0%
...+ Practice & Feedback in Training	60%	60%	5%
...+ Coaching in Classroom	95%	95%	95%

—Joyce and Showers, 2002



Eckerd Rapid Safety Feedback® Tool

CASE NAME: _____ ID: _____ REVIEWER NAME: _____ REVIEW DATE: _____

Questions		Yes	No	N/A	Comments (required if NO is checked)
1.	Is family history sufficiently assessed and incorporated into decision-making?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Are face to face contacts with families made with sufficient frequency to assess family circumstances and emerging dangers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Are interviews and observations sufficient to assess child needs and how they contribute to family dynamics?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Are initial and ongoing assessments sufficient to identify and address parent needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Is communication and collaboration with law enforcement and other partners sufficient to gather and share all pertinent information?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6.	Are safe sleep assessment and discussions of sufficient quality to protect children from unsafe sleep conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Eckerd Rapid Safety Feedback[®] Tool

7.	Do documented observations of interactions between the parent and child sufficiently inform assessment of child safety?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8.	Are safety actions implemented which are sufficient to prevent maltreatment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9.	Does the supervisory review identify gaps and provide appropriate and sufficient guidance regarding all of the above? Is accountability to that guidance ensured?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Eckerd Rapid Safety Feedback[®] Tool

Summary of Noted Strengths:

Summary of Opportunities for Improvement:

Needed Actions Identified from Real Time Staffing

Action Steps:		Due Date:
1		
2		
3		
4		
5		
6		

Eckerd Rapid Safety Feedback Connecticut Practice Guide 4.0



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History of Eckerd Rapid Safety Feedback

Eckerd's Role in Child Welfare

In Florida, the child welfare system utilizes a unique system of Community Based Care wherein the Florida Department of Children and Families contracts with 20 Community Based Care Lead Agencies that manage the child welfare system in each of the corresponding 20 Judicial Circuits. Eckerd Kids is the Community Based Care Lead Agency in two Judicial Circuits which are comprised of three Florida Counties – Hillsborough, Pasco and Pinellas.

Eckerd manages child welfare services for a family from the time that a child protective investigator has reasonable cause for concern about a child's safety or wellbeing until case closure, whether that means the child is maintained in the home, is reunified with a parent, is adopted, or ages out of foster care. Eckerd subcontracts all of the direct case management and other services to local community partners.

Eckerd also manages a system of continuous quality assurance for all of its 60 operating programs through its headquarters in Clearwater. This allows for an unbiased approach to quality of care.

Eckerd Rapid Safety Feedback® History

Eckerd, already the Community Based Care Lead Agency in Pasco and Pinellas Counties, competed to be and was selected to fulfill the same role in Hillsborough County in 2012, after that community experienced an unprecedented nine child deaths from maltreatment in less than three years in open cases actively receiving services from the prior lead agency. As Eckerd prepared to assume responsibility for child welfare services in Hillsborough County, it was clear that an approach was needed that would stem the tide of child deaths in open cases.

To accomplish this task, Eckerd conducted a 100% review of the 1,500 open in-home and out-of-home child welfare cases in the county. Additionally, extensive research was conducted on the nine child death cases, including information from the Florida Death Review Coordinator and national child death review data sources. From this review, critical case practice issues were identified that, when completed to standard, could reduce the probability of serious injury or death. Among these case practices were quality safety planning, quality supervisory reviews, and the quality and frequency of home visits.

Now that Eckerd knew what common risk factors to look for, the next step was to determine which cases needed to be reviewed. Eckerd developed a profile of cases with the highest probability of serious child injury or death. These cases had multiple common factors: a child under the age of three, a paramour in the home, substance abuse/domestic violence history, and a parent who had previously been placed in foster care.

Eckerd also had to resolve the issue of lacking access to real time data. The Florida SACWIS system (the state child welfare data system) had limitations in its ability to provide real time data. Therefore, Eckerd contracted with Mindshare, its child welfare technology partner, to provide system overlay software that produces real time data and agency performance dashboards. This allows cases to be mined in real time for the common risk factors identified with cases that have a high risk of child tragedy or death.

How Eckerd Rapid Safety Feedback® Works

Having identified the highest risk cases and the critical child welfare practices necessary to keep children safe, Eckerd launched its Rapid Safety Feedback process in Hillsborough County in January 2013. As part of this process, each of the high probability cases is reviewed by Eckerd quality staff utilizing the Eckerd Rapid Safety Feedback® tool, which focuses on the nine critical case practices.

These cases are reviewed quarterly until case closure, removal of the children from the home, or when the youngest child turns three. If any safety concerns are identified during the review, Eckerd quality assurance staff meets with the case manager and supervisor within one business day to develop a plan to ensure any safety concerns are quickly mitigated, and to provide immediate coaching and support for case management staff. Agreed upon tasks are then tracked to completion by Eckerd quality staff using an automated process that ensures accountability.

Results of Eckerd Rapid Safety Feedback®

The results thus far are remarkable, demonstrated by comparison between baseline data and ongoing case reviews in Hillsborough County:

- No maltreatment deaths in the population receiving in home services from Eckerd since implementation of Eckerd Rapid Safety Feedback®.
- 53% improvement in the sharing of critical case information among the various providers (mental health, substance abuse, domestic violence and others) that are assisting the family in the completion of their case plan. This information is used to document the extent of positive behavior change in the family, necessary to ensure child safety.
- 43% improvement in the effectiveness of supervisory reviews and follow-up by case managers on critical tasks that need to be completed, such as safety plans, home studies, and collateral contacts with case stakeholders.
- 33% improvement in the effectiveness of safety plans. For example, plans are more actionable, verifiable and less reliant on parental promises of changed behaviors.
- 24% improvement in the quality of the contacts that case managers have with the families and their children. For example, discussions are focused on real case issues and behavior changes the family is making.

National Recognition

Eckerd Rapid Safety Feedback® is being recognized nationally for its promising results:

- Eckerd Rapid Safety Feedback® is featured in the final report of the US Federal Commission to Eliminate Child Abuse and Neglect Fatalities (CECANF).¹
- Eckerd has been invited to present information about Eckerd Rapid Safety Feedback® by national child welfare entities such as Casey Family Programs, Child Welfare League of America, and the National Association of Social Workers. In addition, the program has been noted in multiple publications.²
- Eckerd Rapid Safety Feedback® has been identified as a best practice by the Los Angeles County's Blue Ribbon Panel Commission on Child Protection.³
- Casey Family Programs is collaborating with Eckerd to conduct an independent evaluation of this approach as it is being deployed in the early adopting jurisdictions.

¹ "Within Our Reach: A National Strategy to Eliminate Child Abuse and Neglect Fatalities." *Commission to Eliminate Child Abuse and Neglect Fatalities Final Report*, 17 March 2016, http://www.cwla.org/wp-content/uploads/2016/03/CECANF_Final-Report_Embargo-until-3.17.16-1.pdf.

² John Kelly, "Los Angeles Eyes Florida's Child Fatality Prevention System," *The Chronicle of Social Change* 17 Sept. 2014. <https://chronicleofsocialchange.org/featured/los-angeles-eyes-floridas-child-fatality-prevention-system/8132>

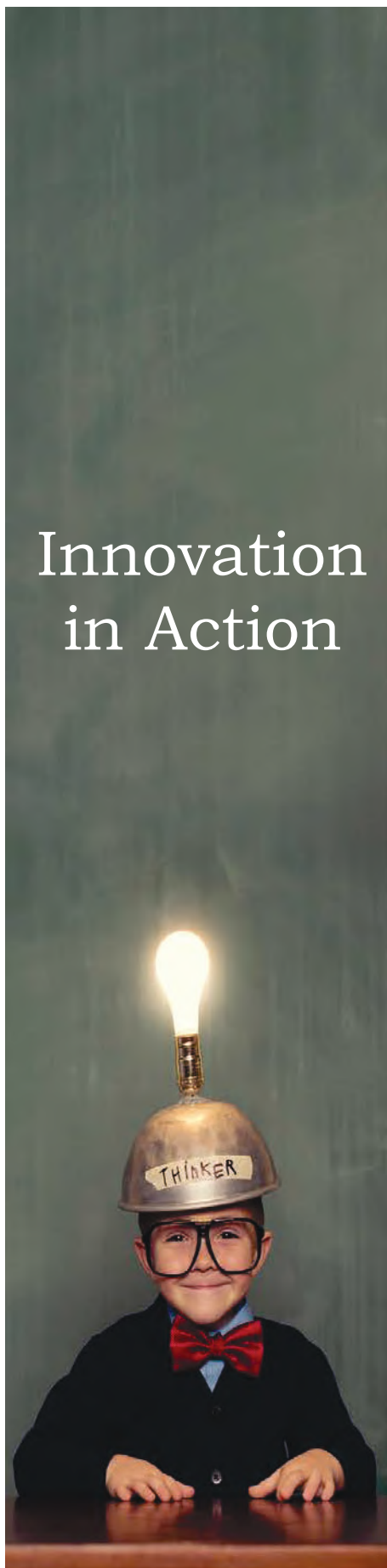
John Kelly, "The Potential of Rapid Safety Feedback." *The Chronicle of Social Change* 18 Sept. 2014.

<https://chronicleofsocialchange.org/youth-services-insider/the-potential-of-rapid-safety-feedback/8139>

"Editorial: A better way to protect children," *Tampa Bay Times* 24 Jan. 2014. <http://www.tampabay.com/opinion/editorials/editorial-a-better-way-to-protect-children/2162642>

³ *The Road to Safety for Our Children: Final report of the LA County Blue Ribbon Commission on Child Protection 4 April, 2014.* http://ceo.lacounty.gov/pdf/brc/BRCCP_Final_Report_April_18_2014.pdf page 25.

Innovation in Action



Why the ERSF Model?

There is no magical formula to prevent all child fatalities or other tragedies; however by using data to help determine which children are at the highest risk, we can maximize resources available to achieve safe outcomes. The ERSF process is an innovative data-informed approach to Quality Assurance. Most child welfare QA systems have always worked under the same rule of thumb—completion of a retrospective file review after a critical incident or fatality. Case findings were often the same: appropriate case oversight was missing, case stakeholders and professionals involved with the family were not communicating effectively, and emerging dangers were not properly identified, to name a few. The ERSF model provides a proactive approach to QA by changing the trajectory of a case and ultimately improving overall case practice. Reviews are completed in real time, which allows immediate feedback, so intervention can occur before a tragedy occurs. The review focuses on the most critical safety-related issues, instead of traditional reviews with a large volume of questions which are equally weighed. Cases are not randomly chosen; in fact, ERSF reviews target our system's highest risk population.

Each jurisdiction determines a problem they are working to mitigate using the ERSF process. Eckerd works with each jurisdiction to create the problem statement based on unique needs including the prevalence of repeat maltreatment, severe maltreatment, and or fatality in the jurisdiction - this ultimately determines the sample for review.

The Connecticut Problem Statement

Connecticut is looking to reduce the incidence of children (or siblings) known to the Department who experience an intake on a new or reopened case not already transferred to Ongoing Services, followed by a subsequent substantiated life-threatening episode.

The ERSF focused review is designed to address some known challenges in child welfare. A key decision-making flaw noted in retrospective reviews of child welfare fatalities is that front-line staff tend to have fixed ideas, or biases, of the family or case and have difficulty integrating new or conflicting information into their view of the family. Noted scholar, Eileen Munro, published on this tendency in her article, Common Errors of Reasoning in Child Protection Work:

“The most striking and persistent criticism was that professionals were slow to revise their judgment despite a mounting body of evidence against them” and “professionals become absorbed in present day issues and fail to stand back and place current events into a longer term assessment of the family. This bias can be very powerful in preserving the current risk assessment by obscuring the pattern of behaviour or the frequency with which small worrying incidents are happening.” She posited that *“the crucial element in strategies to counteract bias is that they involve considering alternative perspectives.”*⁴

Part of the role of the ERSF reviewer is to offer this alternative perspective, prompting conversations intended to challenge these biases.

During the ERSF process, the Eckerd Quality Reviewer completes an independent file review and obtains a neutrally formed decision regarding the case. In fact, the premise of a case staffing is a disagreement between the Quality reviewer and the case manager. This diminishes any natural tendencies toward consensus that might also occur as part of traditional case staffing. A staffing is scheduled with the case manager and supervisor only if safety concerns are identified.

Dee Wilson wrote in the “January 2014 edition of The Sounding Board---Controlling Heuristic Biases”⁵: *“Investigators (caseworkers) and supervisors may be unusually susceptible to heuristic or unconscious biases---they must make decisions regarding child safety quickly, often with inadequate information. Once investigators (caseworkers)’ initial impressions regarding child safety develop into beliefs, confirmation bias ensures that these beliefs will be difficult to change.”*

The practice of challenging the deeply held notions of case managers and supervisors utilized in ERSF staffings is one way of improving child welfare practices to offset the susceptibility to bias described above.

Though the request to complete these reviews was originally confined to Hillsborough County (Circuit 13) owing to a history of child tragedies under the previous lead agency, Eckerd expanded its reach into Pinellas & Pasco County (Circuit 6) effective July 1, 2013. This is based on the review’s initial success at reversing this trend and its value as a potential best practice as reported by CMOs and other stakeholders involved in the process.

⁴ Eileen Munro “Common Errors of Reasoning in Child Protection Work” published in Child Abuse & Neglect, Vol. 23, No. 8, pp.745-758 1999

⁵ Dee Wilson “Controlling Heuristic Biases” published in The Sounding Board, January 2014

Coaching & Mentoring

A primary component of the ERSF model is mentoring and coaching child welfare professionals during the staffing process. Child welfare front-line staff and supervisors must constantly use critical decision-making skills as they face the complex needs and issues of the families they serve. “Implementation science researchers claim that ‘human services are far more complex than any other industry’ (Fixsen, Blasé, Naoom, & Wallace, 2009, p.531).”⁶ It is important to keep in mind that rather than in industrial fields where a system change is a new policy or practice, “the practitioner is the focus of the change itself.” (Fixsen, et al., 2009). “Evidence-based practices and programs inform when and how they interact with consumers and stakeholders but it is the person (the practitioner) who delivers the intervention through his or her words and actions.”⁷ Through direct interaction with the practitioners themselves, the ERSF quality reviewer is able to influence this change.

Child welfare staff need advanced critical decision-making skills that cannot be taught in a one-time training. According to the National Implementation Research Network, “most skills needed by successful practitioners can be introduced in training but are really learned on the job with the help of a *coach*. Coaches not only expand the knowledge and skills taught in training, they also impart craft knowledge.” (“Coaching: NIRN Project Site”). The ERSF model allows for ongoing coaching for child welfare staff to develop these skills. When the case is staffed between Quality and the child welfare worker and supervisor, the coaching benefits are twofold. First, the quality staff provide case-specific coaching directly to the frontline worker, guiding them to develop critical thinking and problem solving skills, as well as devise action items that can immediately change the trajectory of a case with regards to the safety of the children the agency is tasked to protect. This is done by asking open-ended questions and allowing the child welfare workers the opportunity to communicate thoughts and ideas with real-time feedback and guidance. The second coaching benefit is that the Quality staff are also able to model for the child welfare supervisors how to effectively coach their own staff to achieve these outcomes. By providing coaching to both the frontline and supervisory child welfare staff, the Quality reviewer and supervisor help to reinforce ideas and skills that have been introduced in trainings, which helps the workforce maximize retention and ongoing practice of these skills, as demonstrated by the table below (from Fixsen, et al., 2009).⁸

Implementation Drivers		Training and Coaching	
TRAINING COMPONENTS	OUTCOMES		
	% of Participants who Demonstrate Knowledge, Demonstrate New Skills in a Training Setting, and Use new Skills in the Classroom		
	Knowledge	Skill Demonstration	Use in the Classroom
Theory and Discussion	10%	5%	0%
...+Demonstration in Training	30%	20%	0%
...+ Practice & Feedback in Training	60%	60%	5%
...+ Coaching in Classroom	95%	95%	95%

—Joyce and Showers, 2002

⁶ The Coaching Toolkit for Child Welfare, Northern California Training Academy, 2012

⁷ “Coaching: NIRN Project Site.” <http://nirn.fpg.unc.edu/learn-implementation/implementation-drivers/coaching>. National Implementation Research Network. Web.

⁸ D. L. Fixsen, K. Blase, M. Duda, S. Naoom, & F. Wallace, published in “Core Implementation Components. *Research on Social Work Practice*, V19, pp. 531–540, 2009

According to the Coaching Toolkit for Child Welfare Practice, “a key adult learning strategy is the act of reflection. Reflection or self-inquiry is based on the belief that learners can improve by consciously and systematically reflecting on their work performance.” (“The Coaching Toolkit for Child Welfare Practice” 78). “Ziskin likened clinical practice (one shot training) to learning how to play golf in a dense fog. Hitting the ball has some feeling and immediate effect, but there is no reliable information to help correct the drive. One could labor for years on a fog-bound driving range without demonstrating any improvement in actual golfing skill.” (“The Coaching Toolkit for Child Welfare Practice” 29). Likewise, within the child welfare system, lasting improvements cannot be made in case practice without taking the time to sit down in a coaching environment and analyzing one’s casework with a critical eye. ERSF provides the opportunity for the front-line worker and supervisor to take the time and be challenged to think more critically about their own work, with the intent of making long-lasting improvements in individual case practice.

Some Guidance for Coaching and Mentoring in Social Services Field

- Coaching is most successful when it is voluntary
- Coaching is best when it is separated from supervision and/or performance evaluation.
- Coaching is an ongoing process that requires time; learners must be able to spend time in the learning process.
- Coaching requires an atmosphere of trust and experimentation and a strengths-based learning environment that encourages growth.
- Coaching increases success in the organization. Coaching an individual social worker improves job performance and development while profoundly impacting the success of the child welfare organization. (“The Coaching Toolkit for Child Welfare Practice” 9)

The Process: Completing the ERSF Tool

Investigations will be identified for review using the Mindshare prediction distribution listing and will be prioritized according to level of risk. The initial review of an investigation should be within the range of seven to ten days following acceptance of the report unless the perpetrator’s access to the child is limited through placement in an out-of-home care setting. The ERSF reviewer completes a review of the current investigation, using the brief safety-focused review tool. As part of the review process, the reviewer will read the current investigation, prior investigations for all household members, and information from recent ongoing services cases. While case history is reviewed, the ERSF review tool is completed based only on the current investigation and on current circumstances as documented in the case record.

The ERSF reviewer will continue to follow the investigation as long as it remains open, and will complete a second review prior to closure, at approximately the 33rd to 35th day of the investigation. The second review focuses on activities which have occurred since the initial review and may result in a second staffing if additional questions arise or opportunities to enhance safety are identified. It is recommended that ERSF-identified cases not be closed prior to completion of this second review; however, if an impending closure is communicated to the ERSF team, the reviewer can complete the second review sooner, so as not to delay the closure.

When a case is selected within the Prediction Distribution, the Child Trace Utility will open:

VICTIM ID:

CPS ID:

Child Trace Utility
Last Data Feed Processed and Completed January 14, 2016, 12:00 am
Data is current through December 2, 2015, 12:00 am
This Report Generated on: February 19, 2016, 1:01 pm

CHILD DEMOGRAPHICS	
CHILD ID:	<input type="text"/>
CHILD NAME:	[not provided]
AGE AT FIRST REFERRAL:	[not provided]
PRIMARY RACE:	
HISPANIC:	
TRIBE:	
SAFE HAVEN BABY:	N
DOB:	[not provided]
GENDER:	F
KNOWN TO THE DEPT:	554 months (07/29/1998 - 02/19/2016)
PRIORS:	16
SUBSTANTIATED FIRST INVESTIGATION:	N
DAYS TO 2ND REPORT:	420
FREQUENCY BETW REPORTS:	394.56
RECENT REFERRAL:	<input type="text"/>

Basic case information is obtained from the case and documented on the ERSF review tool.

This includes:

Child Demographics

- This information is prepopulated by Mindshare

Case Details

The reviewer should review the current investigation, all prior investigations for any household member, and the last six months of the most recent protective services case (if applicable). The following information should be included in the review tool.

- **Types and number of current & previous alleged maltreatments**

- This information is prepopulated by Mindshare.

- **Summary of Noted Strengths**

- Strengths observed in the case are documented in this section.

- **Summary of Opportunities for Improvement**

- Case work areas that need strengthening unrelated to the eight areas on the ERSF tool are documented in this section (e.g. ensuring all relevant documents are filed in the case file)

	Date	Reviewer	Summary of Noted Strength
Summary of Noted Strengths			
Summary of Opportunities for Improvement			

[Update](#) | [Close](#)
[New Survey](#)

**The above will be documented on the 1st page of the Rapid Safety Feedback Review Tool*

The reviewer should then select “New Survey,” which will open a new window with the review questions.

Case Assurance Safety Scorecard		https://somready.org/cam05/cas_survey.php?survey_key=18&fn=dc
Question		Last Response by N/A
1. Is family history sufficiently assessed and incorporated into decision-making?		N/A
<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> NA		
	Additional Notes	
2. Are face to face contacts with families made with sufficient frequency to assess family circumstances and emerging dangers?		N/A
<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> NA		
	Additional Notes	
3. Are interviews and observations sufficient to assess child needs and how they contribute to family dynamics?		N/A
<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> NA		
	Additional Notes	

The survey is intended to guide the staffing discussion, so the reviewer should include sufficient comments to justify the rating, including any concerns identified, or what additional information is needed to make a determination of child safety. A question should not be marked “no” if the concern has already been resolved (e.g. if the initial contact was not completed timely, but all case participants ultimately were seen prior to the case review), as there would be no need to conduct a staffing and develop an action plan.

Tips for Conducting ERSF Review

Case Review

- When reviewing case history, it is important to identify trends and themes, such as patterns of similar allegations, or allegations escalating in severity. Look out for historical concerns that could impact the family today, such as mental health, substance use, domestic violence or past perpetrators. Also make note of people previously involved who may be able to provide information now, such as family, friends, and service providers.

- All reviewers over time develop a particular process for how to most efficiently review current and historical information. Some read chronologically starting at the earliest report, while some read the current report first and then read priors. Try a few different techniques to determine what works best for you.
- When reading the current investigation it is beneficial to take notes of case specifics that will help you complete the survey. That being said, extensive note taking can be very time-consuming; focusing on key factors in the case will save time.

Review Documentation

- Document strengths that are specific to the case, and include detailed descriptions of key caseworker or supervisor actions. This will be helpful in your preparation for the staffing or emailing to inform a caseworker no staffing is needed.
- Make note of strengths as you are reviewing the case file, rather than waiting until the end. It can be difficult to remember specific strengths at the end of reading a case, particularly when overall casework needs improvement.
- The section for opportunities for improvement is intended to be a parking lot for non-safety-related suggestions, such as those relating to permanency and wellbeing. Ensure that safety-related opportunities are captured only within the ERSF survey.
- Not every review must have identified opportunities for improvement. Use this section sparingly; only note items that, while outside of the scope of the ERSF review, are of significant importance for the child (e.g. an identification that a child needs glasses with no documented resolution).
- While it is not required by the model to enter a comment justifying a “yes” response, there are benefits to doing so. Being reminded of your previous thinking saves you time when completing an ongoing review of the case. Comments also help your supervisor or other person reading the survey understand how you determined your rating.

ERSF Questions

1. Is family history sufficiently assessed and incorporated into decision-making?

Considerations: The reviewer must determine:

- Whether the current investigation is reviewed within the context of the family's history
- Whether a comprehensive review was conducted of prior DCF history, child protection records from other states, law enforcement records, prior service records, and other relevant documentation
- Whether the entirety of information was reviewed within the context of the family's racial, cultural, and community identification and past/current experiences of discrimination/oppression. Was consideration given to how these may influence or shape parenting and caregiving?
- Whether the entirety of information reviewed was factored into case decisions, including identifying patterns of similar allegations or reports escalating in frequency or severity
- Whether this consideration included the history for others who have access to the child, such as a roommate or paramour
- Whether engagement and success during prior services were explored, as well as whether the services resulted in changed behaviors
- Whether other prior successes and behavior changes were explored (e.g. periods of sobriety, gaps between investigations)

Rating Criteria:

- ☐ Yes, if the totality of accessible family history was sufficiently assessed and incorporated into decision-making
- ☐ No, if the totality of accessible family history was not sufficiently assessed and incorporated into decision-making

2. Are face to face contacts with families made with sufficient frequency to assess family circumstances and emerging dangers?

Considerations: The reviewer must determine:

- Whether the family was observed with sufficient frequency to provide a clear picture of family dynamics and to determine if threats exist
- Whether interviews were afforded a level of urgency necessary for case circumstances
- Whether there was any significant lag between contacts with the family during the investigation

Rating Criteria:

- ☐ Yes, if face to face contacts with families were made with sufficient frequency to assess family circumstances and emerging dangers
- ☐ No, if interviews and observations were not made with sufficient frequency to assess family circumstances and emerging dangers

3. Are interviews and observations sufficient to assess child needs and how they contribute to family dynamics?

Considerations: The reviewer must determine:

- Whether the interviews and observations were sufficient to provide a clear picture of the family's history and current functioning
- Whether observations were documented of the child's physical presentation, motor skills, and response to the environment
- Whether any challenges and stresses and their effects on the family were explored (such as medical needs of a child or a pregnancy)
- Whether the following child vulnerability factors were assessed, as well as how they change the impact of safety concerns or danger:
 - Age
 - Ability to self-protect
 - Ability to communicate
 - Visibility to others and access to those who can protect
 - Any special physical, behavioral, emotional, developmental, or mental health needs
 - High risk status at birth
- Whether an assessment was conducted as to whether the parent or guardian with responsibility over the child has the ability to protect, as evidenced by:
 - Recognizing the child's needs
 - Having an awareness of threatening/unsafe circumstances
 - Being stable and demonstrating the ability to intervene when needed

Rating Criteria:

- ☐ Yes, if interviews and observations were sufficient to assess child needs and how they contribute to family dynamics
- ☐ No, if interviews and observations were not sufficient to assess child needs and how they contribute to family dynamics

4. Are initial and/or ongoing assessments sufficient to identify and address parent needs?

Considerations: The reviewer must determine:

- Whether concerted efforts were made to conduct an initial and/or ongoing comprehensive assessment that sufficiently determined the needs of the parents
- Whether assessments factored how the family's racial, cultural, and community identification and past/current experiences of discrimination/oppression may influence or shape parenting and caregiving
- Whether assessments were adapted to changes in family and case circumstances
- Whether services were identified that were sufficiently matched to the family's specific needs and designed to reduce the danger/safety threats and/or increase parental protective capacities as identified in the comprehensive assessment

- Whether the assessments considered the formal and informal supports and services within the families' culture and community that can be used to address needs now or over time.
- Whether an understanding of the dynamics of parent mental health, intimate partner violence, and addiction guided assessment of parent needs and identification of services
- Whether referrals were made to the needed services and services were scheduled and/or provided

Rating Criteria:

- ☐ Yes, if initial and ongoing assessments were sufficient to identify and address parent needs
- ☐ No, if safety assessments and/or actions were not sufficient to identify and address parent needs

5. Is communication and collaboration with partners/stakeholders sufficient to gather and share all pertinent information?

Considerations: The reviewer must determine:

- Whether there were sufficient interviews of law enforcement, neighbors, relatives, school personnel, current and past DCF workers, and others who could provide timely information pertinent to the assessment of family functioning
- Whether the partnership with law enforcement and medical professionals was sufficient to gain a full understanding of factors contributing to child risk
- Whether information-sharing with collateral contacts was sufficient to complete a comprehensive assessment of family functioning and identify service and safety planning needs.
- Whether any alternative hypotheses or accounts given were sufficiently confirmed or refuted
- Whether service provider records are accessed on an ongoing basis in order to monitor parental behavioral changes

Rating Criteria:

- ☐ Yes, if communication and collaboration with law enforcement and other partners was sufficient to gather and share all pertinent information
- ☐ No, if communication and collaboration with law enforcement and other partners was not sufficient to gather and share all pertinent information

6. Are safe sleep assessment and discussions of sufficient quality to protect children from unsafe sleep conditions?

Considerations: The reviewer must determine:

- Whether there was continual assessment of the children's sleeping arrangements, to include a description of the sleep surface and whether any items were present that could pose a safety hazard
- Whether any concerns with the child's sleeping arrangement were addressed and resolved immediately with the parents, caregivers, and other household

members, including exploration of reasons for bed-sharing and assistance in overcoming barriers to a safe sleep environment

- Whether conversations with the family surrounding safe sleep included an exploration of the children's bedtime routine
- Whether the correlation between substance use and unsafe sleep were incorporated into safe sleep discussions
- Whether external supports were engaged when needed to help communicate and monitor, such as family members, medical professionals, or service providers

Rating Criteria:

- ☐ Yes, if safe sleep assessment and discussions were of sufficient quality to protect children from unsafe sleep conditions
- ☐ No, if safe sleep assessment and discussions were not of sufficient quality to protect children from unsafe sleep conditions

7. Do documented observations of interactions between the parent/caretaker and child sufficiently inform assessment of child safety?

Considerations: The reviewer must determine:

- Whether observations of the parent/caretakers' interaction with the child(ren) were documented, to include descriptions of physical contact, eye contact, responding to child's cues, and meeting the child's needs
- Whether these observations informed assessment of caretaking skills, caretaker needs, and the expectations they have of the children, as well as how these factors impact child safety
- Whether these observations extended to others in a caretaking role to the child, such as siblings, relatives, household members, or other frequent visitors
- Whether any concerns raised through observation of caretaker/child interactions were addressed with urgency through service and safety planning

Rating Criteria:

- ☐ Yes, if documented observations of interactions between the parent and child sufficiently informed assessment of child safety
- ☐ No, if documented observations of interactions between the parent and child did not sufficiently inform assessment of child safety

8. Are safety actions implemented which are sufficient to prevent maltreatment?

Considerations: The reviewer must determine:

- Whether there was sufficient engagement with the family, informed by the comprehensive assessment, to explore ways to provide a safer environment and devise a plan to protect the child(ren)
- Whether plans that were devised to protect the child(ren) considered the family's racial, cultural, and community identification, and past/current

experiences of discrimination/oppression, and how they may influence or shape parenting and caregiving

- Whether plans were well matched to the family's specific needs
- Whether plans included formal and informal supports and services reflective of the families' culture and community that can be used to enhance safety now and/or over time
- Whether the action steps were clearly defined and sufficient to control the danger threats
- Whether appropriate external supports were designated to monitor and enforce the plan, and the external supports fully understood their roles and responsibilities

Rating Criteria:

- ☐ Yes, if safety actions were implemented which were sufficient to prevent maltreatment
- ☐ No, if needed safety actions were not implemented or safety actions implemented were not sufficient to prevent maltreatment

9. Does the supervisory review identify gaps and provide appropriate and sufficient guidance regarding all of the above? Is accountability to that guidance ensured?

Considerations: The reviewer must determine:

- Whether the supervisor provided timely and ongoing coaching and support to field staff
- Whether the supervisor's coaching and support to the field staff was provided within the context of the family's racial, cultural, and community identification and past/current experiences of discrimination/oppression. Was consideration given to how these may influence or shape the family's response to the agency involvement and interventions now, previously, or over time?
- Whether each of the eight prior questions relating to child safety was clearly addressed with timely and appropriate direction given to rectify any deficiencies
- Whether any recommended actions were completed with urgency

Notes: The frequency of supervision between a social worker and supervisor will vary according to jurisdiction; however supervision should occur more frequently if emerging dangers or other safety concerns are identified. Coaching for improvement of supervision skills may be accomplished indirectly, through modeling supervision techniques with the social worker during the staffing.

Rating Criteria:

- ☐ Yes, if the supervisor conducted supervision which addressed child safety, identified gaps, and provided sufficient guidance which was responded to timely
- ☐ No, if the supervisor did not conduct supervision which addressed child safety, identified gaps, and provided sufficient guidance which was responded to timely

□ N/A, if the investigation was commenced too recently for supervision to have occurred

Scheduling the ERSF Staffing

After the quality reviewer completes the review, the case is debriefed with the quality supervisor. During this debriefing, the quality reviewer provides the rating rationale for each ERSF question. Additional case information such as the family composition, reason for involvement with the child protection system, status of parental behavioral change (or lack thereof) is also discussed. If no safety concerns are identified, the quality supervisor sends an email to the social worker, social work supervisor, program administrator, and any other parties designated by DCF. The email should be congratulatory for the quality of casework and documentation and should include strengths observed in the case review as well as any identified opportunities for improvement.

If safety concerns are identified or if the case file does not contain sufficient information to determine if safety concerns are present, an ERSF case staffing is scheduled. It should be noted that historical insufficiency of documentation that has already been resolved does not require a staffing; there is no need to meet about a case that does not contain any safety issues, even if one was previously present during the documentation reviewed. The staffing is scheduled between the quality team (quality supervisor and the quality reviewer who reviewed the case) and the social worker and social work supervisor. It is important for the social work staff to feel comfortable speaking candidly and engaging in the coaching process. For this reason, leadership should not attend this staffing, as their presence may appear punitive.

The ERSF staffing should be held within one business day of determining safety concerns or insufficient information, as described above, may exist. These staffings may occur via phone, which expedites the coordination of all parties coming together; however it is recommended these staffings occur face to face when possible.

To schedule the ERSF staffing, the quality supervisor contacts the social work supervisor to determine the availability of both the social worker and social work supervisor that day. If the social worker is unavailable then the social work supervisor may participate alone; however, if the supervisor (or someone in leadership who has knowledge of the case) is unavailable the staffing should be scheduled for the following business day. ERSF staffings should not occur with only quality staff and the social worker.

When contacting social workers and social work supervisors to schedule staffings, ensure:

- The objective of the staffing is clearly explained.
- Your tone is upbeat so the message that an ERSF staffing is needed is understood but won't likely create a defensive response or cause them to put up barriers. Never

should your tone be accusatory or imply they did something wrong. Some successful techniques are as follows:

- Inform the social worker and social work supervisor that you have a couple of questions regarding the case that you would like to discuss with them.
- Let the social work supervisor know their input is invaluable and you are looking forward to having a detailed conversation with them during the staffing.
- You are respectful of their time and schedule.

Once the staffing is scheduled, the quality supervisor and quality reviewer will meet or call the social worker and social work supervisor at the agreed date and time and location (if an in-person staffing is possible).

The ERSF Staffing

The **goals** of the ERSF staffing are:

- Mitigate safety concerns in cases with a high probability of meeting problem statement criteria through communication and joint development of an action plan.
- Social work staff to utilize the feedback provided by ERSF review staff to allow for case practice change in real time.
- Eckerd Rapid Safety Feedback staff to convey understanding of risk and safety concerns, and provide mentoring, coaching and support to social work staff. The field staff should leave the staffing feeling supported and part of a team.

In service of these goals, the ERSF Staffing uses a four step process.

- 1) Debrief any potential safety concerns and/or emerging dangers with the social worker and social work supervisor
- 2) Develop a plan to reduce potential threats to the child(ren) if safety concerns and/or emerging dangers are identified
- 3) Identify who will be responsible for action tasks and assign timeframes for resolution
- 4) Provide positive feedback regarding case strengths, as well as discuss case concerns and opportunities for improvement.

This process is not intended to be linear. Rather, positive feedback can be given before launching into potential safety concerns. That being said, every staffing should cover all four steps.

Oftentimes the initial contact between social work staff and the quality team to discuss a case is met with challenges. Social workers may feel the quality team is trying to catch them doing something wrong. The role of the quality supervisor is to ease the anxiety so the social worker feels free to openly discuss the case. To accomplish this, a short dialogue with the social worker and social work supervisor is recommended prior to beginning the staffing. This can range from discussing their day to discussing the weather, or even upcoming vacation plans, etc. Please be aware of your audience when engaging in this type of conversation and tailor its length and content appropriately.

The ERSF staffing should be strength based and the quality supervisor and/or quality reviewer should always begin the staffing discussing the good case practice observed. There is rarely an occasion when no case strengths can be identified. By initially discussing the strengths, the social worker and social work supervisor are made to feel their work is appreciated and valued, which ultimately builds ongoing rapport. However, the focus of why the staffing is occurring must remain paramount—to address identified potential opportunities for improvement with safety management. Asking open-ended questions to the social worker and social work supervisor is the ideal method for engagement and to determine if safety concerns truly exist.

Examples of open ended questions relating to unaddressed parental inadequate supervision identified during a review are provided below:

- Can you tell me how you have addressed the mother leaving the children outside alone while she is inside watching TV?
- Tell me about the mother's current substance use.
- How could we verify the father's account of the incident?

If the social worker and/or social work supervisor cannot verbalize how the inadequate supervision is being addressed, the quality reviewer and quality supervisor should elicit a discussion of what can be done to ensure the children's safety while they are playing outside. This is the point when the social worker and social work supervisor are encouraged to come up with some intervention strategies. It is important for the quality reviewer and quality supervisor to allow this process to occur. Often, this results in an awkward, but necessary silence. This struggle is welcome and important, for it is only through this activity that growth and learning occur. In fact, it typically also results in tasks that are more actionable and specific as the social worker and social work supervisor have comparatively greater knowledge of family circumstances. Only as a last resort, if the social worker and/or social work supervisor can't develop any strategies, the quality reviewer and quality supervisor can make some suggestions. If the social worker and social work supervisor are in agreement with the feedback provided from the quality reviewer

and quality supervisor, a plan to execute the intervention is developed. The quality supervisor provides the social worker and social work supervisor with the opportunity to determine the timeframe of when they will meet with the family to begin implementing the safety intervention (action task) agreed upon. If these timeframes are not sufficient the quality supervisor will explain why tighter timeframes are needed, then will request an earlier timeframe, or assign one as needed. Timing of action items should balance the urgency of the task with the caseload considerations of the field. Thus immediate action tasks are often separated from actions that may be urgent but not imminent clustering some actions tasks as being due within 24 hours such as seeing unseen victims and allowing extra time for corroborative collateral contacts.

The quality supervisor ultimately makes the determination if an action task or plan should be assigned or not. In some cases the social worker and social work supervisor may not have the same concerns as the quality supervisor and quality reviewer; therefore the quality supervisor is responsible for clearly communicating the rationale for assigning the task. Action tasks assigned should be directly related to *safety* concerns identified in the review and from discussion with the social worker and social work supervisor.

Some examples of safety related action tasks include:

- Development of a safety plan to address present danger or impending danger concerns. The safety plan should not be promissory and tasks should be assigned to persons (other than the parent) who are in agreement with the plan.
- Completion of a background checks for household members.
- Contacting the parent's service provider for a robust conversation regarding the parent's participation in substance abuse treatment classes and their current prognosis.
- Completion of a prescription drug pill count or unannounced evening or weekend home visit.

If it is determined during the staffing that a safety concern or question necessitating a no response on the tool has already been resolved independently of the staffing and documentation can be provided to the reviewer promptly, no action item is needed, and the tool may be updated to reflect a yes response.

Tips & Strategies for Successful ERSF Staffings

Provide an introduction:

Social work staff will likely be nervous at their first staffing, and this is the review team's opportunity to set them at ease and highlight the collaborative nature of the process.

Below is an example of an introduction to give to staff at the beginning of their first staffing. Even though it is written as a script, do your best to keep it light, friendly, and conversational. Don't be afraid to use appropriate humor to help ease any tension they may be feeling. This introduction will set the course of their initial staffing and likely their perceptions of ERSF as a whole, so it is important to make a positive first impression. This introduction can be abridged for staff who have participated in staffings before. An example of this is also included below.

- Social worker's first staffing:

"Thank you for taking the time to meet with us today. Have you had an ERSF staffing before?

Okay, well let me give you a little bit of history, so you understand the purpose of what we are doing here. ERSF was developed to try to prevent child maltreatment deaths and serious injuries. We use historical information from our SACWIS system to identify the children who are at the highest risk of one of those outcomes, based on their similarities to children who have experienced them in the past; then we review the case using a very short review tool that focuses on safety. After the review, if we have questions or need some clarification, we have a quick staffing so we can talk about the case. Please don't be nervous – this doesn't mean that you did anything wrong, only that we had a few things we weren't super clear on.

During the staffing, if the team thinks that additional steps are needed to assess child safety and risk or address any concerns, we will help you develop a plan. Our role is to provide a second set of eyes and an outside perspective on the case, but you are the experts on the family and the resources in your area, so the staffing is definitely a team effort. You can pick the due dates for the action items, since you know what your workload is like and what will be realistic, but if we think something is a little more urgent, we will ask for a shorter timeframe.

After the staffing is over, we'll send you an email with the action items and timeframes we discussed. Please let us know when things get completed and documented so we can mark them off in our system. If you run into any barriers, just let us know and we can help you brainstorm a way around them or come up with a new plan. We can extend the timeframes if needed, but we try to avoid that because of the safety focus.

Do you have any questions before we get started?"

- Abridged version

"Thank you for meeting with us today. We just had a few quick questions from our review and we really appreciate you taking the time to sit down with us and talk about it.

Just a reminder, during the staffing, if the team thinks that additional steps are needed to assess child safety and risk or address any concerns, we will help you

develop a plan and pick some realistic timeframes to get them done. And, as always, we will send you an email afterward with the action items and timeframes we discussed. Please let us know when things get completed and documented so we can mark them off. If you run into any barriers, just let us know and we can help you brainstorm a way around them or come up with a new plan. We can extend the timeframes if needed, but we try to avoid that because of the safety focus.

Do you have any questions before we get started?”

Be prepared:

- Be familiar with the case including all prior involvement with the child welfare system and previous investigations.
- Have notes readily available during the staffing to refer to.
- Write down questions or safety concerns you want to address with the social worker and social work supervisor.
- Ask for clarification if you don't understand something happening in the case.
- Begin each staffing with a case-specific strength and identify additional strengths throughout the staffing. Highlighting the strengths validates the casework and helps foster a comfortable and collaborative environment.

Listen:

- The social worker and social work supervisor are the best resources of information on the family so listen thoroughly as they discuss their experience with the family.
- Encourage the social worker and social work supervisor to tell the “family's story.”
- Let the social worker and social work supervisor come up with solutions and safety interventions for the family.

Be Assertive, but Non-Judgmental

- The quality supervisor should be in control of the staffing, but not too “authoritarian.”
- The quality supervisor should be able to handle different personality types and behaviors.
- Don't be afraid of silence; the use of strategic silences can be very effective in strengthening a point or in eliciting descriptive responses and/or action items from a reticent caseworker.
- If resistance is detected, exploring barriers and planning actions to overcome them during the staffing may be beneficial.
- If the quality team and social work team cannot agree on a sufficient plan to address any immediate safety concern, the quality supervisor has an obligation to stop the staffing and elevate it to the DCF director for conflict resolution.

Be Professional

- ERSF Staffings can get contentious and make you feel uncomfortable, however there should never be a power struggle between the quality team and district staff - you will receive better results by remaining respectful of others' views.

Use Open-Ended Questions to Elicit Information

- Tell me about...
- How did you come to the conclusion...
- How could we verify...
- Who could provide further information on...
- What would be another way to...
- Help me understand...
- What are your concerns about...
- What would it take...
- What is the plan for...
- What would be a different way to...
- “Why” questions can be useful in gathering factual information (such as “Why did the parent stop attending services prior to completion), but use with caution; some “why” questions may come across as accusatory, as described below.

Avoid Questions Which May Inhibit Discussion

- Yes/No questions discourage thoughtful explanations
- “Did you...” or “Why didn’t you...” may put people on the defensive
- Avoid “why” questions which focus on the worker’s motivations and rationales (such as “Why didn’t you complete weekly visits with the family?”)

Actions Following the ERSF Staffing

Following the ERSF staffing, the quality reviewer will document the action steps in the ERSF dashboard. (Access to the dashboard is found in Mindshare.)

- A summary of the action items and due dates will be sent via email by the quality reviewer to the investigator and any other parties designated by the jurisdiction. This email should be sent the day of the staffing due to the time-sensitivity of the safety actions.
- The quality supervisor will document the staffing in a designated secure database

➤ *What is documented?*

- The name and title of the persons attending the staffing, which at a minimum should be the quality supervisor and quality reviewer, social worker and social work supervisor
- Brief summary of safety concerns/emerging dangers
- What mutually agreed action tasks were assigned
- The due dates of the action tasks.

The follow-up to the ERSF staffing is just as important as the staffing itself. It is vital to ensure that agreed upon tasks are completed within the timeframe assigned.

Tracking ERSF Action Tasks

The quality reviewer is responsible for tracking the completion of assigned action steps. Mindshare has a feature which can send automated “Action Task Reminders” to the assigned social worker and social work supervisor once an assigned task becomes overdue. During the staffing, the social worker is asked to inform the quality reviewer when the assigned task(s) are complete. If the social worker is unable to complete the action task(s) by the assigned due date, they are encouraged to communicate any barriers with the quality reviewer. The quality reviewer has discretion to extend the due date if warranted.

Once the social worker informs the quality reviewer a task is complete, the quality reviewer verifies the completion of the task, e.g.--reviewing safety plans, ensuring completed home studies and background screenings are located in the case file. Once verification has been made, the ERSF Dashboard is updated to reflect the task is complete.

Action Step	Status	Assigned User	Due Date	
<input type="checkbox"/> Social worker will contact the mother's substance abuse treatment provider to discuss the mother's participation and prognosis.	INCOMPLETE	Bryan Lindert	02/25/2016	[REMOVE]
<input type="checkbox"/> Social worker will complete a law enforcement and DCF history check on the mother's paramour.	INCOMPLETE	Bryan Lindert	02/29/2016	[REMOVE]

[New Action Step](#)

Overdue Action Tasks/Accountability Staffing

The quality reviewer should make every effort to follow up with the social worker and/or the social work supervisor if an action task has not been completed by the assigned due date. If an attempt to have an overdue action task completed cannot be resolved, an accountability staffing will be scheduled with the director of quality and the DCF program director. The purpose of the staffing is to discuss the barriers in the completion of assigned action tasks, determine an explanation of what caused the delay, and to create an action plan to prevent a recurrence for the agency.

The tone used during accountability staffings is deliberately sharp and the opposite of an ERSF staffing. It is imperative that district staff understand child safety is paramount and a justification of why an action task has not been completed is necessary.

ERSF scores are never used punitively; however repeat accountability staffings are a warning sign and it is recommended that jurisdictions treat them as such.

Interrater Reliability & Fidelity Reviews

It is critical to ensure interrater reliability is addressed so ERSF review data will be of good quality. All ERSF reviews are completed by a reviewer who has been certified by the local jurisdiction. The following interrater procedures/activities are implemented to ensure consistency among reviewers:

- Cases that are re-reviewed will be completed by alternating quality reviewers periodically.
- The entire quality team will independently review multiple cases (3-5 are recommended quarterly) and compare findings (strengths and opportunities for improvement) for consistency.
- Eckerd will review and consult on ERSF review results data on a quarterly basis.
- Once the process has become normalized (following 6 months of reviews) any large score fluctuations such as a 50% improvement in a single month by question or by unit should be viewed skeptically and verified through a secondary review.
- New reviewers should have a 5-10% case sample of their reviews checked by a more senior reviewer to check for scoring agreement and accuracy.
- Eckerd staff will review and debrief one case weekly for the first 6-8 weeks of implementation to ensure interrater reliability and will be available to observe one staffing and one debriefing session for the same period.
- This will continue to be provided as needed following the initial period.

Quarterly Review of ERSF Data

Continuous Quality Improvement (CQI) is vital for the success of the ERSF process. In fact, feedback is “rapid” to staff in two ways. As described above, feedback is given to the front-line within one business day on all case reviews. In addition, feedback is also given to management within seven days of the end of the quarter (or more frequently if desired) in the form of trend identification and analysis. This is made possible by automated reports, which refresh daily, that reflect all reviews entered in the system. ERSF data is reviewed and stratified by each question to evaluate trends, anomalies, areas in need of improvement and areas of high performance. Then in-person meetings are scheduled with DCF leadership to develop a plan to improve performance. These meetings occur at the DCF offices. The agency is asked to address the areas where they are struggling. When positive trends are observed from a particular unit their performance is shared with all units so learning opportunities

can be implemented. Lower performing units are routinely paired with higher performing units so their system processes which have shown to be successful can be duplicated.

In addition, internal In Process Reviews (IPRs) that examine the process itself occur on a quarterly basis to discuss best practices to further enhance the ERSF process.

Sample ERSF Quarterly Report:

The first name is second chance.SM
Eckerd
 2014-15 Quarter 3
 (January 1, 2015-March 31, 2015)
All CMO Eckerd Rapid Safety Feedback Review Summary

No/Reviews	Applicable Reviews	Unscored/Total	Question 1	Question 2	Question 3	Question 4	Question 5	Question 6	Question 7	Question 8	Question 9	Qtr 3 Average 1/1/15-3/31/15	Qtr 2 Average 10/1/14-12/31/14	Qtr 1 Average 7/1/14-9/30/14
55	48	11	85.81%	100%	93.33%	87.72%	93.2%	87.72%	88.81%	84.71%	87.23%	86.36%	88.89%	91.07%

	Total Cases Reviewed	Average
Unit 700	7	85.71%
Unit 760	5	100%
Unit 810	5	92.78%
Unit 830	13	92.84%
Unit 840	9	91.98%
Unit 890	5	91.43%
Unit 960	11	84.34%
Total	55	90.61%

ERSF QUESTIONS (All Units)	Qtr1 7/1/14-9/30/14	Qtr2 10/1/14-12/31/14	Qtr3 1/1/15-3/31/15
Question 1-Is safety planning sufficient to risk?	87.23%	88.89%	91.07%
Question 2-Is the case plan individualized for family's needs and related to known dangers?	100%	96.97%	100%
Question 3-Is the parent's behavior change monitored related to these risks?	86.96%	100%	96.36%
Question 4-Is the case manager aware if any emerging dangers? If so, are they followed up on urgently?	90.48%	85%	82.76%
Question 5-Is the quality of contacts sufficient to ascertain and respond to known threats and emerging dangers?	89.36%	94.44%	96.3%
Question 6-Is the quantity of contacts sufficient to ascertain and respond to known threats and emerging dangers?	87.23%	88.89%	92.73%
Question 7-Are background checks/home studies sufficient and responded to appropriately?	88.89%	73.53%	83.67%
Question 8-Is communication with the case stakeholders sufficient to the known dangers and to ascertain if emerging dangers are present (Court, Providers, Collaterals etc.)?	62.16%	85.71%	86.79%
Question 9-Is Does supervision identify concerns in service provision related to all of the above and are recommended actions followed up on urgently?	81.82%	87.88%	83.02%
Average	86.36%	89.82%	90.61%

Attachment A

Examples of Effective Email Communication

Initial notification email:

Good morning,

I am completing an ERSF Review of the ***** case. I expect to complete this review by Friday. I will let you know as soon as possible if we have any questions, so we can schedule a staffing within one business day. If you have any additional paperwork that has not made it in the file yet please feel free to send it to me.

Thanks!

(Note: One jurisdiction schedules a tentative staffing at the point they send out their notification email, so the field has time to plan around it, and then cancels the staffing if it is determined not to be needed.)

No staffing needed email:

Good morning,

I completed the review of the ***** case and was very impressed with your casework. I particularly wanted to highlight the way that you were able to use the rapport you've built with the family to engage the mother to participate in DV classes – no one has been able to get her to do that before! We had no questions and have no need for a staffing. At the end of Quarter 1, we will hold a drawing for a gift card, which you will be entered to win. Awesome job, keep up the great work!

Thanks!

Staffing request email:

Good afternoon,

I have completed the ERSF review on the ***** case and had a few questions. Can you please let us know a time you would be available to discuss the case with us, either this afternoon or tomorrow? We are not available tomorrow between 1 and 3pm, but we are otherwise wide open, so can be flexible with your schedules.

Thanks!

Action items email:

Good afternoon,

Thank you again for discussing this case with us today. We really appreciated the detailed information you were able to provide us about what the parents are demonstrating from their parenting course. The action items we agreed upon are listed below. Please ensure that each task is completed and documented by the due date. Also, please let Sara know when the action items are documented so she can mark them as complete. If you encounter any barriers or have any questions, please let us know. Also, as a reminder, please make sure that the home study you showed us gets filed this week.

Thanks!

Overdue action items email:

Good afternoon,

Can you please provide a status update on the below action items that are past due as of today? If these action items are not resolved by close of business today, we will need to schedule an accountability staffing with your program director tomorrow. Thanks in advance for your prompt response!

Attachment B

Eckerd Rapid Safety Feedback Review Tool

VICTIM ID:
CPS ID:

Child Trace Utility

Last Data Feed Processed and Completed January 14, 2016, 12:00 am

Data is current through December 2, 2015, 12:00 am

This Report Generated on: February 19, 2016, 1:01 pm

CHILD DEMOGRAPHICS

CHILD ID:
CHILD NAME: [not provided]
AGE AT FIRST REFERRAL: [not provided]
PRIMARY RACE:
HISPANIC:
TRIBE:
SAFE HAVEN BABY: N
DOB: [not provided]
GENDER: F
KNOWN TO THE DEPT: 554 months (07/29/1998 - 02/19/2016)
PRIORS: 16
SUBSTANTIATED FIRST INVESTIGATION: N
DAYS TO 2ND REPORT: 420
FREQUENCY BETW REPORTS: 394.56
RECENT REFERRAL:

Mindshare Dashboard to Select Cases for Review

ICARE PREDICTION FOR CHILD SAFETY

Last Data Feed Processed and Completed January 14, 2016, 12:00 am

Data is current through December 2, 2015, 12:00 am

This Report Generated on: February 19, 2016, 12:15 pm

Client Listing - Prediction Distribution for a Poor Outcome (Safety)									
#	VICTIM	CPS RPT ID	RPT DT	INVS CLOSE	ESTIMATED PROBABILITY	CLASSIFIER	NUMBER OF RPTS	FREQUENCY BETWEEN RPTS (DAYS)	DT FRST RPT
1					14%	N	17	394.56	07/29/1998
2					12%	N	12	596.55	12/01/1997
3					11%	N	14	305.54	01/03/2005
4					11%	N	11	583.2	11/15/1999
5					11%	N	18	200.59	07/22/2006
6					10%	N	21	241.85	09/04/2002
7					10%	N	8	645.71	06/26/2003
8					10%	N	14	194	12/16/2008
9					10%	N	14	425.85	09/22/2000
10					9.56%	N	3	0.5	11/06/2015
11					9%	N	8	710.43	03/29/2002
12					9%	N	24	253.74	11/16/1999
13					9%	N	8	842	10/12/1999
14					9%	N	8	653.29	05/20/2003
15					8.03%	N	5	98.5	10/13/2014
16					8%	N	14	394.38	10/19/2001
17					8%	N	13	236.75	02/09/2008
18					7.03%	N	6	400.8	05/20/2010
19					7%	N	6	368.6	10/31/2010
20					7%	N	5	245.75	03/01/2013
21					7%	N	9	281	09/15/2009
22					7%	N	7	403.83	03/19/2009
23					7%	N	15	214.21	09/01/2007
24					7%	N	14	384.69	03/16/2002
25					6.63%	N	6	193.2	03/28/2013
26					6.29%	N	11	587.7	10/17/1999
27					6%	N	16	283.6	03/10/2004
28					6%	N	11	200.5	05/25/2010

Attachment C

ERSF Core Competencies for Specialists and Supervisors

Specialist	Supervisor (all Specialist competencies are also Supervisor competencies)
Detailed Oriented <ul style="list-style-type: none"> Pays attention to detail and strives for perfection without compromising overall productivity 	Coaching & Mentoring <ul style="list-style-type: none"> Enable others to grow and succeed through feedback, instruction, and encouragement Motivates team to a high level of production while maintaining overall quality Uses questions to solicit team and subordinate growth and thinking in a parallel process to ERSF
Critical Thinking and Analysis <ul style="list-style-type: none"> Makes timely, informed decisions that take into account the system and work unit goals and constraints Appraises and integrates multiple sources of verbal and written information with practice wisdom Able to make connections between and synthesize information from multiple sources verbally and in writing. Able to analyze and articulate the gap between documented practice and quality child welfare practice standards 	Rapport-Building Skills/System Relationships <ul style="list-style-type: none"> Builds and maintains relationships with others to gain their trust and confidence Ideal candidates have an existing network of high value relationships within the system of care under review Engages effectively with multi-system partners from management to the front-line Builds working relationships characterized by cooperation and mutual respect regardless of position
Organizational Skills <ul style="list-style-type: none"> Ability to multi-task and prioritize work Demonstrates preparedness 	Influencing Others/Rapport Building <ul style="list-style-type: none"> Uses multiple strategies including leveraging the organization's mission to increase team impact
Communication Skills <ul style="list-style-type: none"> Proficiency in verbal and written communication that includes the ability to comprehend, prioritize, and disseminate to keep others informed. Proficiency in active listening skills and interpersonal skills Uses practice questions to solicit growth and thinking in child welfare practitioners Gives verbal feedback that is clear, descriptive, specific and useful Offers relevant information or a different perspective on case manager's practice and values in a non-judgmental manner 	Flexibility <ul style="list-style-type: none"> Adapts to changing work needs, conditions and responsibilities including shifts in management priorities with ease Able to alter schedules/timeframes when needed and to convey the impact of changes on the work unit and process stakeholders

<ul style="list-style-type: none"> • Able to sincerely articulate observed strengths 	
Technical Knowledge of the Child Welfare System <ul style="list-style-type: none"> • Demonstrates in-depth knowledge of quality child welfare practice standards • Understands systemic barriers to achieving outcomes in the child welfare system and strategies to address them 	Decisiveness <ul style="list-style-type: none"> • Able to make decisions based on the totality of circumstances even if information is incomplete • Comfortable with ambiguity • Willingness to course correct if new information or priorities are identified
Teamwork <ul style="list-style-type: none"> • Promotes cooperation and commitment within a team to achieve goals and deliverables. • Identifies team strengths and opportunities and assigns tasks to maximize strengths and mitigate liabilities 	Conflict Management <ul style="list-style-type: none"> • Helps others resolve complex or sensitive disagreements and conflicts • Quickly identifies and leverages win-win situations • Works well with multiple personality types
Self-Awareness and Development <ul style="list-style-type: none"> • Understands and reflects upon own strengths and limitations and the implications for their professional role. Uses this awareness to modify behavior as appropriate. • Actively solicits feedback, recognizes needed changes and integrates them into performance. Uses self-awareness to modify behavior as required to improve efficacy. 	Professionalism <ul style="list-style-type: none"> • Maintains control of case staffing even when contentious, yet is able to avoid power struggles • Uses appropriate humor to deepen the professional relationship and deflect conflict

Attachment D



State: Choose an item. Year: Choose an item. Quarter: Choose an item.

Date of ERSF review: ____/____/____

Date of debrief: ____/____/____

Date of staffing: ____/____/____

Case Name/ #: _____

Quality Reviewer: _____

ECKERD RAPID SAFETY FEEDBACKSM Fidelity Assessment

Instructions: Wherever checkboxes are given as an option, check all that apply. All boxes must be checked in order to receive an acceptable or superior rating. If some, but not all boxes are checked, revert to next lower score.

Skill level needs significant improvement	Needs improvement	Acceptable skill level	Above average skill level	Superior skill level	N/A
1	2	3	4	5	N/A
Pre-Staffing/Teaming					
<i>Highest possible score for this section = 30</i>					
Pre-Staffing/Teaming: Yes or No					
(Must Check all to get a "Yes" Rating)					
<i>Highest possible score for this question= 5; All 3 boxes checked = 5; 1-2 boxes checked = 1; zero boxes checked = 0</i>					
Skill level needs significant improvement	Needs Improvement	Acceptable skill level			
1	3	5			
1. <input type="checkbox"/> All items were not reviewed		<input type="checkbox"/> The quality reviewer reviewed the current investigation <input type="checkbox"/> The quality reviewer reviewed all prior abuse reports <input type="checkbox"/> The quality reviewer reviewed the most recent 6 months of any applicable service case			
Skill level needs significant improvement	Needs improvement	Acceptable skill level	Above average skill level	Superior skill level	N/A
1	2	3	4	5	N/A

Skill level needs significant improvement	Needs improvement	Acceptable skill level	Above average skill level	Superior skill level	N/A
1	2	3	4	5	N/A
2. <input type="checkbox"/> If any Case Practice Assessment Tool (survey) questions are answered with a "No," comments do not include specific examples which justify the safety concern.		<input type="checkbox"/> If survey questions are answered with a "No," comments include specific examples to address the safety concern, but may be cursory references with little explanation. <input type="checkbox"/> Responses are sufficient for the reviewer who is already familiar with the case to understand the "no" rating, but an unfamiliar reader would not have sufficient context to justify the rating.		<input type="checkbox"/> If survey questions are answered with a "No," comments and examples provided clearly address the safety concern. <input type="checkbox"/> Responses are sufficient for the reviewer who was unfamiliar with the case to understand the nature of the concern. <input type="checkbox"/> Responses are comprehensive in nature.	
FINAL ITEM SCORE <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> N/A (because all survey questions were marked yes) Comments/notes					
3. <input type="checkbox"/> Case strengths are not summarized in the ERSF tool.		<input type="checkbox"/> Case strengths are generic/routine: not tailored to case specifics.		<input type="checkbox"/> Case strengths are comprehensively summarized in the ERSF tool. Strengths include detailed descriptions of key caseworker or supervisor actions. <input type="checkbox"/> Strengths are identified and articulated even on cases where overall casework needs improvement.	
FINAL ITEM SCORE <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 Comments/notes					
4. <input type="checkbox"/> Case opportunities for improvement are not summarized in the ERSF tool. AND/OR <input type="checkbox"/> Safety-related notes pertaining to No responses are listed in the Opportunities section instead of under the appropriate question.		<input type="checkbox"/> Case opportunities are summarized in the ERSF tool, but minimal details are provided. <input type="checkbox"/> Issues identified in the Opportunities for Improvement Section relate only to permanency and wellbeing (safety-related items are captured in the comment section of each review question).		<input type="checkbox"/> Case opportunities for improvement are summarized in the ERSF tool in detail. <input type="checkbox"/> Issues identified in the Opportunities for Improvement Section relate only to permanency and wellbeing (safety-related items are captured in the comment section of each review question). <input type="checkbox"/> Opportunities are individualized and clearly understood by the reader even if unfamiliar with the case.	
FINAL ITEM SCORE <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> N/A (because there are no non-safety-related areas needing improvement)					

Skill level needs significant improvement	Needs improvement	Acceptable skill level	Above average skill level	Superior skill level	N/A
1	2	3	4	5	N/A
Comments/notes					
5. <input type="checkbox"/> Quality Reviewer did not debrief the case with Quality Supervisor. AND/OR <input type="checkbox"/> Safety issues or concerns that are present in the case are not explained to the Quality Supervisor prior to the staffing/teaming with front line.		<input type="checkbox"/> Quality Reviewer debriefed case with Quality Supervisor after his/her review, but details are not provided. <i>The pre-staffing/teaming also addresses:</i> <input type="checkbox"/> Strategies to elicit desired responses from participants during the staffing/teaming <input type="checkbox"/> N/A (no staffing needed)		<input type="checkbox"/> Quality Reviewer debriefed case with Quality Supervisor after his/her review to include, but not limited to, a discussion of: <input type="checkbox"/> Family dynamics <input type="checkbox"/> Reason(s) for referral/report <input type="checkbox"/> Safety concerns <input type="checkbox"/> Current intervention strategies or the lack of sufficient strategies <i>(Note: if not all 4 boxes are checked, skill level would be 4)</i> <i>The pre-staffing/teaming also addresses:</i> <input type="checkbox"/> Strategies to elicit desired responses from participants during the staffing/teaming <input type="checkbox"/> The past history of staffing/teamings with the worker and/or supervisor is considered when creating the strategies to elicit desired responses If none, strategies for a first time staffing/teaming are discussed.	
FINAL ITEM SCORE <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 Comments/notes					
6. After obtaining case information from the Quality Reviewer, the Quality Supervisor made a determination: <input type="checkbox"/> The need for the staffing/teaming was not based on a "No" response in any of the review tool questions. <input type="checkbox"/> A no response was ignored and/or handled through		After obtaining case information from the Quality Reviewer, the Quality Supervisor made a determination: <input type="checkbox"/> The staffing/teaming was needed based on (a) a "No" response in any of the review tool questions, or (b) an inability to make a safety determination based on current documentation. <input type="checkbox"/> A staffing/teaming was scheduled within one business day of review. OR		After obtaining case information from the Quality Reviewer, the Quality Supervisor made a determination: <input type="checkbox"/> The staffing/teaming was needed based on (a) a "No" response in any of the review tool questions, or (b) an inability to make a safety determination based on current documentation. <input type="checkbox"/> A staffing/teaming was scheduled within one business day of review. <input type="checkbox"/> The tone of the staffing/teaming request struck an appropriate balance between	

Skill level needs significant improvement	Needs improvement	Acceptable skill level	Above average skill level	Superior skill level	N/A
1	2	3	4	5	N/A
<p>another means such as email.</p> <p>AND/OR</p> <p><input type="checkbox"/> A staffing/teaming was scheduled as needed due to a no response, but was held outside of one business day of review.</p>		<p><input type="checkbox"/> An appropriate decision was made not to staff the case due to no safety concerns.</p>		<p>accommodation of front line schedules and the urgency of the safety concerns meriting the staffing/teaming.</p> <p>The request exhibits the following:</p> <p><input type="checkbox"/> Upbeat (conveys warmth)</p> <p><input type="checkbox"/> Non-accusatory/does not convey an expression of judgement</p>	
<p>FINAL ITEM SCORE</p> <p><input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5</p> <p>Comments/notes</p>					
<p>Initial Staffing/Teaming</p> <p>Highest possible score for this section = 20</p>					
<p>7. The Quality Reviewer and/or Quality Supervisor did not conduct the staffing/teaming according to the model</p> <p><input type="checkbox"/> Perceived gaps or limitations in the case assessment or action plans were explained didactically instead of through questions.</p> <p>AND/OR</p> <p><input type="checkbox"/> Predominantly closed ended questions were used.</p> <p>AND/OR</p> <p><input type="checkbox"/> No attempts evident to use rapport building techniques.</p>		<p>The Quality Reviewer and/or Quality Supervisor conducted the staffing/teaming according to the model</p> <p><input type="checkbox"/> At least some perceived gaps or limitations were addressed through questions instead of didactic statements.</p> <p><input type="checkbox"/> At least some open ended questions were used.</p> <p><input type="checkbox"/> At least some noted case strengths were validated during the staffing/teaming.</p> <p><input type="checkbox"/> Composure was mostly maintained during challenging conversation (if applicable). <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Attempts to use rapport building techniques were evident (e.g., appropriate humor, warm and friendly attitude).</p> <p><input type="checkbox"/> Appropriate balance of positive and negative reinforcement.</p>		<p>The Quality Reviewer and/or Quality Supervisor exceeded expectations when conducting the staffing/teaming according to the model</p> <p><input type="checkbox"/> All perceived gaps or limitations were addressed through questions instead of didactic statements.</p> <p><input type="checkbox"/> Predominantly open ended questions were used.</p> <p><input type="checkbox"/> All noted case strengths were validated during the staffing/teaming.</p> <p><input type="checkbox"/> Composure was maintained during challenging conversation (if applicable). <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Attempts to use multiple rapport building techniques were evident (e.g., appropriate humor, warm and friendly attitude).</p> <p><input type="checkbox"/> Strategic silences were allowed in order to elicit needed responses (if needed). <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Ability to convey shared insight to initially resistant staff was demonstrated (if applicable). <input type="checkbox"/> N/A</p>	

Skill level needs significant improvement	Needs improvement	Acceptable skill level	Above average skill level	Superior skill level	N/A
1	2	3	4	5	N/A
				<input type="checkbox"/> Appropriate balance of positive and negative reinforcement. <input type="checkbox"/> Creativity and the ability to adjust staffing based on participants' needs. <input type="checkbox"/> Ensure everyone is familiar with ERSF and explaining as needed. Also giving the investigations staff the opportunity to ask questions.	
FINAL ITEM SCORE <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> N/A (If no staffing was needed) Comments/notes					
8. The Quality Reviewer and/or Quality Supervisor did not allow the worker and/or supervisor to (a) lead the development of an action plan and (b) the action plan will not mitigate noted safety concerns. <input type="checkbox"/> The action plan did not address all safety concerns. AND/OR <input type="checkbox"/> The Quality Reviewer/Supervisor did not provide worker/supervisor with an opportunity to verbalize their plan to mitigate risk. <input type="checkbox"/> Action task completion dates were not assigned with appropriate urgency to mitigate the safety concern.		The Quality Reviewer and/or Quality Supervisor allowed the worker and/or supervisor to (a) lead the development of an action plan and (b) the action plan will mitigate noted safety concerns. <input type="checkbox"/> The action plan addressed all safety concerns. <input type="checkbox"/> The Quality Reviewer/Supervisor provided CPS Supervisor with an opportunity to verbalize their plan to mitigate risk. <input type="checkbox"/> Action task completion dates were assigned appropriate to mitigate the safety concern, tailoring timeframes to the urgency of the concern. <input type="checkbox"/> The Quality Reviewer/Supervisor provided suggestions for intervention strategies. Sometimes this occurred before sufficient efforts to elicit an appropriate plan from the worker and supervisor were utilized (if applicable). <input type="checkbox"/> N/A		The Quality Reviewer and/or Quality Supervisor allowed the worker and/or supervisor to (a) lead the development of an action plan, and (b) the action plan will mitigate noted safety concerns. For example: <input type="checkbox"/> The action plan addressed all safety concerns. <input type="checkbox"/> The Quality Reviewer/Supervisor provided CPS Supervisor with an opportunity to verbalize their plan to mitigate risk. <input type="checkbox"/> Action task completion dates were assigned appropriate to mitigate the safety concern, tailoring timeframes to the urgency of the concern. Action steps were specific and clearly documented. <input type="checkbox"/> The Quality Reviewer/Supervisor only provided suggestions for intervention strategies once sufficient efforts to elicit an appropriate plan from the investigation team were utilized (if applicable). <input type="checkbox"/> N/A	

Skill level needs significant improvement	Needs improvement	Acceptable skill level	Above average skill level	Superior skill level	N/A
1	2	3	4	5	N/A
				<input type="checkbox"/> The Quality Reviewer/Supervisor sought agreement from the worker and supervisor regarding whether they could carry out the recommended intervention strategy and/or safety plan (if applicable). <input type="checkbox"/> N/A <input type="checkbox"/> Quality Reviewer/Supervisor helped the workers develop action items with specificity and strategies for action step completion.	
FINAL ITEM SCORE <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> N/A (If no staffing was needed or no action plan was required following the staffing) Comments/notes					
9. Safe sleep information was not clearly documented in the case record and the Quality Reviewer/Supervisor did not discuss the need for such. <input type="checkbox"/> During the ERSF staffing/teaming, the Quality Reviewer/Supervisor did not inquire about the child's sleeping arrangements. AND/OR <input type="checkbox"/> An action plan was not developed during the staffing/teaming to address safe sleep.		Safe sleep information was not clearly documented in the case record and the Quality Reviewer/Supervisor discussed the need for such. <input type="checkbox"/> During the ERSF staffing/teaming, the Quality Reviewer/Supervisor inquired about the child's sleeping arrangements. <input type="checkbox"/> An action plan was developed during the staffing/teaming to address safe sleep.		Safe sleep information was not documented in the case file and the Quality Reviewer/Supervisor discussed the need for such. <input type="checkbox"/> During the ERSF staffing/teaming, the Quality Reviewer/Supervisor inquired about the child's sleeping arrangements. <input type="checkbox"/> An action plan was developed during the staffing/teaming to address safe sleep. <input type="checkbox"/> The Quality Reviewer and/or Supervisor discussed the importance of safe sleep conversations with families of young children. <input type="checkbox"/> The plan included persons of trust to the family in addition to the caseworker.	
FINAL ITEM SCORE <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> N/A (Safe sleep information was sufficiently documented in the case record or was not applicable to the case) Comments/notes					
10. Strengths/Opportunities: <input type="checkbox"/> The Quality Reviewer and/or Quality Supervisor did not provide positive feedback		<input type="checkbox"/> The Quality Reviewer and/or Quality Supervisor provided positive feedback regarding case strengths during the ERSF staffing/teaming.		<input type="checkbox"/> The Quality Reviewer and/or Quality Supervisor provided positive feedback regarding case strengths during the ERSF staffing/teaming.	

Skill level needs significant improvement	Needs improvement	Acceptable skill level	Above average skill level	Superior skill level	N/A
1	2	3	4	5	N/A
<p>regarding overall case strengths during the ERSF staffing/teaming.</p> <p>AND/OR</p> <p><input type="checkbox"/> Quality Reviewer/Supervisor did not discuss opportunities for improvement with the worker and supervisor during the ERSF staffing/teaming.</p>		<input type="checkbox"/> The Quality Reviewer/Supervisor discussed opportunities for improvement (if any identified) with the worker and supervisor during the ERSF staffing/teaming <input type="checkbox"/> N/A		<input type="checkbox"/> The Quality Reviewer/Supervisor discussed opportunities for improvement (if any identified) with the worker and supervisor during the ERSF staffing/teaming. <input type="checkbox"/> N/A <input type="checkbox"/> Strengths are articulated even on cases where overall casework needs improvement. <input type="checkbox"/> Case opportunities (if any) were phrased in a strength-based manner which honored the front line worker's expertise with the family. <input type="checkbox"/> N/A	
FINAL ITEM SCORE <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> N/A (If no staffing was needed) Comments/notes					

Post-Staffing/Teaming: Yes or No (Must Check all to get a "Yes" Rating) Highest possible score for this section = 5; All 6 boxes checked or N/A = 5; 1-5 boxes checked or N/A = 1; zero boxes checked = 0		
Skill level needs significant improvement	Needs Improvement	Acceptable skill level
1	3	5
11. <input type="checkbox"/> All items not present		<input type="checkbox"/> The action items entered capture all needed actions faithfully. <input type="checkbox"/> N/A <input type="checkbox"/> The action items are entered within two business days. <input type="checkbox"/> N/A <input type="checkbox"/> Action tasks were tracked to completion as verified by the Quality Reviewer and marked as such in Mindshare. <input type="checkbox"/> N/A <input type="checkbox"/> Barriers were addressed within 1 business day of the item's expiration date, either through extension of timeframes when appropriate or initiation of the accountability staffing/teaming. <input type="checkbox"/> N/A <input type="checkbox"/> An accountability staffing/teaming was held if action items were not completed timely. <input type="checkbox"/> N/A <p style="text-align: center;">AND</p> <input type="checkbox"/> Was initiated timely (within 1 business day of a missed action item deadline). <input type="checkbox"/> N/A

Scoring of ERSF Fidelity Tool	
Section	Score
Pre-Staffing/Teaming <i>Highest possible score for this section = 30</i>	
Initial Staffing/Teaming <i>Highest possible score for this section = 20</i>	
Post-Staffing/Teaming <i>Highest possible score for this section = 5</i>	
TOTAL ERSF FIDELITY SCORE	



MEMORANDUM

To: Regional Administrators
Area Office Directors
Intake Program Managers
Quality Improvement Managers

CC: Susan R. Smith, Chief of Quality and Planning

From: Lynette C. Warner, Director, Office for Research and Evaluation

Date: January 26, 2017

Re: CT Eckerd Rapid Safety Feedback Updates

As you may remember, the implementation of Connecticut Eckerd Rapid Safety Feedback (CT-ERSF) is occurring in phases. The first phase currently focuses on cases in Intake based on the following problem statement:

“Child (or sibling) known to the Department who experiences an intake on a new or reopen case not already transferred to Ongoing Services followed at any time by a subsequent substantiated life threatening episode.”

MindShare prediction model identifies the cases based on data provided daily from our LINK case management system and, these cases receive a probability rating for a poor outcome, i.e., life threatening episode.

In light of our commitment to maintain ongoing communication regarding the implementation of CT-ERSF, the Office for Research and Evaluation (ORE) is issuing this memorandum to highlight key practice areas, adjustments made to the prediction model that has impacted case identification, and data and information about CT-ERSF review process to date.

Data and Information

The first quarter of CT-ERSF implementation in Intake is completed. Consequently, two staff members from Florida Eckerd Kids are onsite to conduct the first Eckerd Rapid Safety Feedback Fidelity Assessment today, Thursday, January 26, 2017, and tomorrow, Friday, January 27, 2017. We will apprise you if any changes or modifications are made that impact the CT-ERSF review process.

Following are descriptive statistics regarding the CT-ERSF review process as of yesterday, January 25, 2017:

- Total number of cases equaled 135.
- The CT-ERSF team conducted one review on 118 cases and both the first and second reviews on 65 cases. (Note: Cases in Intake are slated for two ERSF reviews at the beginning and toward the end of the Intake phase of the work.)
- Of the 118 cases, 40 cases (33%) required a staffing following the first review.
- Of the 65 cases, 7 cases (11%) required a staffing.

Reasons for staffing included:

- Additional information needed for one or more of the CT-ERSF Nine Guiding Questions
- Questions related to the current safety plan or need for such a plan
- Intake case activity not documented in the LINK electronic case record

Key Practice Areas

Reminders to Intake staff and notification to Ongoing Services staff of the following areas would be appreciated. They are essential to the continued successful implementation of CT-ERSF as a prospective qualitative case review targeting safety-related issues and, more importantly, to ensuring the safety and well-being of the children and families that we serve.

1. Documentation

- a. ERSF reviews in Intake depend on staff entering their investigation and FAR casework activities into the LINK electronic case record in real time, as they occurs.
- b. The first ERSF review occurs between day 7 and day 10, inclusive; the second ERSF review occurs between day 35 and day 38, inclusive.
- c. It is very important therefore that Intake staff enter case activities so that the CT-ERSF team may conduct the first ERSF review between day 7 and day 10, inclusive and also continue to enter case activity in real time to enable the CT-ERSF team to conduct the second ERSF review between day 35 and day 38, inclusive.

2. Risk and Safety Concerns

- a. For in-home services cases during Intake and Ongoing Services phases of the work, it is expected that staff would conduct initial and/or ongoing assessments that accurately assessed all risk and safety concerns for any child(ren) in the family remaining in the home.
- b. We would like to remind everyone of the **Fatalities Study: Children Ages 0-3, January 2005-May 2014**, conducted by ORE that identified important factors associated with child fatalities that include, but not limited to, age of child; high risk

newborn; parent/caregiver mental health, substance abuse, case history, and age; and perpetrators living in the household.

- c. We recommend that staff continue to pay close attention to cases with any constellation of these factors particularly safety assessments and planning.

3. Safety Plans

- a. If safety concerns are present and it is determined that a safety plan is needed to ensure the child(ren)'s safety, then of consideration is whether staff: (1) develop an appropriate safety plan with the family and (2) continually monitor and update the safety plan as needed, including monitoring family engagement in any safety-related services.
- b. EFSR reviews found that safety plans are, at times, promissory in nature. To assist staff in developing appropriate safety plan, please share the following definition of safety plan from the Child and Family Services Review, Round 3, Onsite Review Instrument, with staff:

“Safety plan” refers to a plan that describes strategies developed by the agency and family to ensure that the child(ren) is (are) safe. Safety plans should address (1) safety threats and how those will be managed and addressed by the caregiver, (2) caregiver capacity to implement the plan and report safety issues to the agency, and (3) family involvement in implementation of the plan.

Implementation of CT-ERSF

NEW!: Transfers from Intake to Ongoing Services

As Intake cases that participated in CT-ERSF review process are transferred to Ongoing Services, we wanted to ensure that you are aware that the CT-ERSF team will continue to conduct ERSF reviews on each case. Please inform Ongoing Services staff and share the following information so that they know what to expect.

- The CT-ERSF team will conduct ERSF quarterly reviews on in-home services cases transferring from Intake to Ongoing Services.
- An ERSF quarterly review conducted in Ongoing Services will include the three components like ERSF reviews conducted in Intake: qualitative case review; staffing, if necessary; and action tasks that may result from the staffing.
- ERSF quarterly reviews will continue until case closure or until another qualifying event, e.g., change in the probability level below the established cut point.
- The date of the first quarterly review is calculated from the date of the second ERSF review held in Intake. Ongoing Services staff therefore may expect their first ERSF quarterly review commencing in February 2017.

- CT-ERSF team will notify the assigned Ongoing Services social worker and supervisor at least one-week before the quarterly due date.
- It will be essential for Ongoing Services staff to ensure that documentation in the LINK electronic case record is updated and to document case activities in real time.

Prediction Model

In collaboration with MindShare and Eckerd Kids, we have continued to validate and test the prediction model throughout the first quarter of the ERSF implementation. Validating and testing included gathering information from our qualitative case reviews, specific case related feedback from the Area Office staff, daily communication/trouble-shooting with MindShare and providing additional data. As a result, the prediction model is “learning” and being trained based on the data it receives from Connecticut. Training of the prediction model involves supervised learning based on the facts of Connecticut data. (For more information about the MindShare prediction model, see attached fact sheet entitled, “Connecticut Eckerd Rapid Safety Feedback® Fact Sheet: MindShare Predictive Analytics”).

Following are the most recent updates:

- A **new**, more fully informed prediction model was released on Friday, January 13, 2017, that appears better to identify the more high probability level cases for a poor outcome.
- As a result, we have change the cut point from which we conduct ERSF reviews to those cases that are identified with a probability level of 50 percent or greater for a poor outcome.
- The CT-ERSF team will be closing the ERSF review process on any cases that have a 49 percent or lower probability level of a poor outcome.
- Each assigned Intake social worker and supervisor will receive an e-mail on a case by case basis if a previously identified case will no longer continue in the ERSF review process.

We would like to express our sincere appreciation for your partnership. The CT-ERSF team have had the opportunity to collaborate with Area staff to broaden family assessments’ focus beyond the current CPS report to include history in order to intervene to change the trajectory of the case in real time. Overall, our experiences to date particularly as it relates to ERSF staffings have been extremely positive. The CT-ERSF team have witnessed “A-ha” moments among staff and have noticed excellent case work that the team documented and provided feedback. We are very excited about the future of Connecticut Eckerd Rapid Safety Feedback as implementation progresses.

Please feel free to contact me with any questions or further clarification about any of the content contained herein.

Timeline

Initially

Email ISW/SWS
Preschedule staffing
Set up folder
Collect Hx
Collect Current Intake protocol and notes

7 -10 Days

Survey
Debrief
Staffing **yes/no**
Email worker to confirm or cancel

If Yes

After staffing send email with mutually agreed upon steps and due date
LINK Note with mutually agreed upon steps and due date
Update survey
Preschedule second Staffing

If No

Send email stating no staffing
LINK Note no staffing
Preschedule second staffing

35-38 Days

Re-review
Survey
Debrief
Staffing **yes/no**

If Yes

Email ISW /SWS with time
After staffing send email with mutually agreed upon steps and due date
LINK Note with mutually agreed upon steps and due date
Update survey

If No

Send email stating no staffing
LINK Note no staffing

ERSF CASE DEBRIEF OUTLINE

Area Office: Bridgeport

ERSF Reviewer: _____

ERSF Manager: _____

Case Name: _____

LINK #: _____

Obfus#: _____

Debrief Date: _____

Report Date: _____

Review Type: 1st

FAR: _____

Entry into ORE log: _____

Entry into MS: _____

Allegations Summary:

Why is the agency involved with the family?

Current Safety & Risk Issues:

Household Members:

History:

Of Rpts: ____

Sub/Unsub: _____

Last Rpt. Date: _____

Brief Summary:

Historical Safety & Risk Issues/Trends:

Noted Practice Strengths:

(Submit/Bring draft completed 9 – question survey & list of possible questions)

Reason for Staffing:

Decision to conduct staffing? Pending

Staffing Due Date: _____

Staffing Date: _____ Time: _____



ICARE™ Predictive Analytics

Immediate Case Accountability and Risk Escalation



Connecticut Eckerd Rapid Safety Feedback® Fact Sheet: MindShare Predictive Analytics

OVERVIEW:

ICARE™ is the MindShare Predictive Analytics module that goes beyond data mining and statistical analysis. ICARE is a deterministic approach to identify the probability of a specific outcome at the child level. The outputs, therefore, will apply a probability of a certain outcome to an individual child and will enable the Connecticut Eckerd Rapid Safety Feedback (CT-ERSF) team to identify children with the likelihood of a poor outcome. The objective is to provide the CT-ERSF team early visibility of these children who may require increased oversight.

Connecticut Problem Statement Intake: Child (or sibling) known to the Department who experiences an intake on a new or reopen case not already transferred to Ongoing Services followed at any time by a subsequent substantiated life threatening episode.

ICARE involves the following steps:

1. Agreement on the problem statement with the understanding that the children isolated will be laser focused within the established cohort. For example, not all risk but risk as defined by the problem statement.
2. Establish at least a 3-year cohort of children whose outcomes for this specific model have concluded (successful or not).
3. ICARE will use algorithms to prep the data for training.
4. Training involves supervised learning based on the facts – data science will be applied. This is the process by which a subject matter expert will apply analytical models on the training dataset, review the output and tune the parameters to achieve **better** than optimal performance.
5. Identify the cohort of children, active in a target outcome, for which we want to isolate the probability of failure or success based on the model that has been trained. A prediction will be generated to be used by the CT-ERSF team. This prediction will be a listing that shows the probability of a poor outcome, by victim, report and intake.
6. The prediction is operationalized for daily use (estimated probabilities are subject to change daily).
7. The model can be re-trained periodically using new data to stay current with recent data entry and new case practice. Re-training is accomplished when the model requires tuning to the performance or every 6+ months.

At the completion of the training, an attribute ranking is produced that will show each data attribute and its ranking for how it impacted the model. MindShare will display this ranking in weight order showing the attributes with the highest impact at the top and in descending order. See Figure 1 below for the ranking of the top 25 attributes in the current Connecticut model.

Attribute Ranking	
Various patterns/permutations of the following attributes are currently the highest ranking predictor variables	
ATTRIBUTE NAME	RANKING
Total number of Substantiated Allegations over time for the victim	1
Total Allegations (substantiated or not) for the victim	2
Total Unique Perpetrators alleged for the victim	3
Number of Substantiated Allegations on the First Report for the Victim	4
Total number of reports over time for the victim	5
The number of times physical injury was the allegation for the victim	6
Whether or not this reporter type (23) has been identified as the reporter for an investigation for the victim	7
Whether or not there was a substantiated allegation on the first report for this victim	8
Whether or not this perpetrator (1) was alleged as the perpetrator	9
Age of the victim as the first report	10
Whether or not this perpetrator (88) was alleged as the perpetrator	11
The number of times lack of supervision was the allegation for the victim	12
Victim's Age at his/her first investigation	13
The number of times injurious to well being was the allegation for the victim	14
The number of times sexual abuse was the allegation for the victim	15
Victims Gender	16
Whether or not this perpetrator (8) was alleged as the perpetrator	17
Whether or not this perpetrator (6) was alleged as the perpetrator	18
The number of times cruelty was the allegation for the victim	19
Whether or not this reporter type (9) has been identified as the reporter for an investigation for the victim	20
Whether or not this reporter type (22) has been identified as the reporter for an investigation for the victim	21
Whether or not this perpetrator (10) was alleged as the perpetrator	22
Whether or not this reporter type (7) has been identified as the reporter for an investigation for the victim	23
Whether or not this perpetrator (7) was alleged as the perpetrator	24
Whether or not this perpetrator (13) was alleged as the perpetrator	25

Figure 1, Attribute Ranking

The data science and the algorithms applied, will use the fact patterns for both successful and failed outcomes. Once the model is complete, the model is fed, daily with data. Each time the prediction is re-executed on the same base cohort, it will take into consideration all the new data available. Positive improvements in the case will be reflected by a decrease in the probability of failure or a new victim not previously on the dashboard will be reflected.

FREQUENTLY ASKED QUESTIONS:

How often is the model re-trained?

The model is re-trained for several reasons: 1) When new attributes become available or 2) When a new cohort of children containing fact patterns become available. 3) When the model requires performance tuning

How can the cohort of the training dataset be changed to re-train?

Re-training can be performed at any time upon request.

When the prediction is regenerated, does it maintain a baseline or is it different children/different cohort?

Each time a prediction is regenerated, the baseline of the children and its respective cohort is saved. This allows the CT-ERSF team to compare the same cohort over time and process new cohorts.

How can the cohort in the prediction set be changed?

This is automated and all new intakes are analyzed daily for victims within the problem statement.

How often can the prediction be regenerated?

This is automated and performed daily



Connecticut Department of Children and Families Office for Research and Evaluation

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positive outcomes for children, families, groups, and communities*



Public Records Request - Eckerd Rapid Safety Feedback System

Requested by: Colin Lecher, The Verge, Senior Reporter

Report Date: 4/30/2019

Mr. Colin Lecher, Senior Reporter, The Verge (85 Broad Street, Floor 15. New York, NY 10004) submitted a public records request to the State of Connecticut Department of Children and Families (DCF/Department) for information on the "Eckerd Rapid Safety Feedback System."

Mr. Lecher requested that the data be provided digitally, through an email attachment, If possible. His request was forwarded to the DCF Office for Research and Evaluation (ORE) via email on Thursday, April 11, 2019. Mr. Lecher noted that he was specifically seeking the following:

- 1) All risk score data produced between January 1st, 2019, and April 1st, 2019. The system, according to public documentation, produces predictive risk scores on a 100-point scale, and those scores would be responsive to this request.
- 2) The zip codes, or other generalized location information, associated with each risk score over the same time period.

It is important to note that the "risk score" requested by Mr. Lecher is in actuality "likeness" (characteristics) of the alleged child victim to the characteristics ("likeness") of children in the historical data who experienced the negative outcome in the past.

Mindshare generates and makes the "likeness" available to the agency through the Mindshare portal. As explicated on the Mindshare portal, "The analytics provided by the Mindshare portal are designed to be a decision support that must be used in conjunction with human case management expertise for optimal results." The predictive analytics, in other words, is a tool that supports the coaching and mentoring model. Coaching and mentoring of child welfare professionals during staffing sessions is the primary component of the Eckerd Rapid Safety Feedback (RSF) Model.

The prediction model, therefore, is based on the characteristics ("likeness") of children in the historical data who experienced the negative outcome in the past. The model indicates how likely a child on an open case is to experience the negative outcome in the future based on his/her similarities to the profile of children who have experienced it in the past. It applies a likeness of the outcome (based on Connecticut's RSF problem statement) to individual child victims with the objective of providing the Connecticut Rapid Safety Feedback (CT-RSF) team early visibility of these children and families who may require increased oversight.

The agency currently has implemented the Rapid Safety Feedback Model in the Intake phase of the work within three of its six regions, i.e., Region 1 (Bridgeport and Norwalk), Region 3 (Middletown, Norwich, and Willimantic), and Region 4 (Hartford and Manchester).

Connecticut Problem Statement:

Child (or sibling) known to the Department who experiences an intake on a new or reopen case not already transferred to Ongoing Services followed by a subsequent substantiated life threatening episode.

Nota Bene / Caveats:

As noted previously, the system indicates the likeness that a victim has to other victims from the historical data who have experienced a poor outcome in Connecticut (e.g., recurrence of maltreatment with serious injury.) The “likeness,” therefore, **should not** be inferred to mean that a child victim, for example, has a fifty percent (50%) likelihood of serious maltreatment or maltreatment fatality. It is important to keep in mind that the prediction model reacts to the historical data from the Department’s case management system from which it learned which set of child and family characteristics have the greatest likelihood of resulting in the negative or poor outcome. Incoming data is matched to the learned patterns of the problem statement and the model is designed to adapt to changes in case circumstances. An alleged child victim’s likeness, therefore, can change from one day to the next if new data is entered that impacts the analysis.

Of added significance is that the data science and the algorithms applied use the fact patterns for both successful and failed outcomes. As the prediction model is fed daily with data and re-executed on the same base cohort of alleged victims, it will take into consideration all the new data available. Positive improvements in the case will be reflected by a decrease in the likeness or a new alleged child victim not previously on the dashboard will be reflected.

Data Source:

The data was derived from the Mindshare portal based on the daily feed submitted by the agency. Please note, “Other than content provided by the jurisdiction which includes the content presented in the dashboards, and other than supplemental review questions that may be configured and updated from time to time, Mindshare Consulting Group, LLC, d/b/a Mindshare Technology own all rights to the intellectual property and material contained in this Site, and all such rights are reserved.”

Date Data Produced:

The data was produced on 04/16/2019, following a request made to MindShare. Eckerd® contracted with Mindshare, a child welfare technology company, to produce real time data and agency performance dashboards. This allows cases to be mined in real time for the common characteristics identified.

Data Description:

The data contains alleged child victims from the three CT-DCF implementing region, i.e., Region 1, Region 3, and Region 4s. The likeness for alleged child victims range from fifty (50) to one-hundred (100) percent. Fifty percent (50%) is the cutoff that has been established for Connecticut. The agency has to apply the RSF model on five percent (5%) to seven percent (7%) of its Intake cases to ensure sufficiency of cases for the Eckerd Rapid Safety Feedback Model.

Time Period Covered:

As requested, the period of time covered by the data is January 1, 2019 – April 1, 2019.

Unit of Analysis:

Each row of data represents a single alleged child victim for whom the agency accepted a child abuse and neglect report on family cases during the specified time period and who met the criteria for the Rapid Safety Feedback review process. These criteria include, but are not limited to:

- Age of alleged child victim less than or equal to 9-year of age
- In-home case (child did not enter foster care)
- Likeness of greater than or equal to 50 based on child victim’s similarities to the profile of children who have experienced the poor outcome (based on Connecticut problem statement) in the past.

Data Dictionary:

The requested data in Table 2, encompasses the area offices within the three implementing regions and the requested timeframe. It is important to note that although a daily feed is provided, not every day are alleged child victims identified in the implementing regions who match the historical profile of other child victims who experienced the poor outcome in the past based on Connecticut problem statement.

Below in Table 1, is a brief description/definition of each variable contained in the data table.

Table 1: Variable Description/Definition

Column Name	Description
Location	CT-DCF area office location of the Intake worker assigned to the family case
Region	One of CT-DCF three implementing regions with which the area office is associated
Date Assigned	Date that the accepted Intake on a family case in which the alleged child victim is a member was assigned to the RSF reviewer
Likeness	Percent alleged child victim likeness (characteristics) match the historical profile of other child victims who experienced the poor outcome in the past based on CT problem statement on the date assigned to a RSF reviewer.

Table 2: Data Requested

LOCATION	REGION	DATE ASSIGNED	LIKENESS
Bridgeport	REGION 1	1/4/2019	89.5
Bridgeport	REGION 1	1/4/2019	83.85
Bridgeport	REGION 1	1/15/2019	52.56
Bridgeport	REGION 1	1/7/2019	74.32
Bridgeport	REGION 1	1/9/2019	86.69
Bridgeport	REGION 1	1/18/2019	85.03
Bridgeport	REGION 1	1/24/2019	61.35
Bridgeport	REGION 1	1/29/2019	73.99
Bridgeport	REGION 1	1/31/2019	67.2
Bridgeport	REGION 1	1/31/2019	75.13
Bridgeport	REGION 1	2/15/2019	57.04
Bridgeport	REGION 1	2/19/2019	68.32
Bridgeport	REGION 1	2/19/2019	72.49
Bridgeport	REGION 1	3/6/2019	70.02
Bridgeport	REGION 1	3/1/2019	85.37
Bridgeport	REGION 1	3/12/2019	76.2
Bridgeport	REGION 1	3/13/2019	73.14
Bridgeport	REGION 1	3/18/2019	56.42
Bridgeport	REGION 1	3/18/2019	70.79
Bridgeport	REGION 1	3/22/2019	93.45
Bridgeport	REGION 1	4/1/2019	50.22

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LOCATION	REGION	DATE ASSIGNED	LIKENESS
Norwalk	REGION 1	2/21/2019	85.33
Norwalk	REGION 1	3/19/2019	51.97
Hartford	REGION 4	12/24/2018	79.7
Hartford	REGION 4	1/4/2019	89.43
Hartford	REGION 4	1/9/2019	84.81
Hartford	REGION 4	1/14/2019	94.5
Hartford	REGION 4	1/17/2019	83.12
Hartford	REGION 4	1/18/2019	88.43
Hartford	REGION 4	1/23/2019	90.58
Hartford	REGION 4	1/28/2019	90.36
Hartford	REGION 4	1/28/2019	86.08
Hartford	REGION 4	1/30/2019	82.31
Hartford	REGION 4	1/30/2019	78.08
Hartford	REGION 4	1/31/2019	55.98
Hartford	REGION 4	2/4/2019	93.3
Hartford	REGION 4	2/6/2019	83.2
Hartford	REGION 4	2/13/2019	77.14
Hartford	REGION 4	2/15/2019	84.33
Hartford	REGION 4	2/19/2019	93.8
Hartford	REGION 4	3/1/2019	58.23
Hartford	REGION 4	2/27/2019	89.98
Hartford	REGION 4	3/5/2019	64.98
Hartford	REGION 4	3/11/2019	74.75
Hartford	REGION 4	3/11/2019	84.98
Hartford	REGION 4	3/12/2019	89.74
Hartford	REGION 4	3/14/2019	66.95
Hartford	REGION 4	3/19/2019	86.24
Hartford	REGION 4	3/22/2019	67.2
Hartford	REGION 4	4/1/2019	52.79
Hartford	REGION 4	4/1/2019	88.66
Hartford	REGION 4	4/1/2019	69.69
Manchester	REGION 4	1/8/2019	79.11
Manchester	REGION 4	1/4/2019	88.21
Manchester	REGION 4	1/9/2019	90.33
Manchester	REGION 4	1/9/2019	84.39
Manchester	REGION 4	1/9/2019	90.39
Manchester	REGION 4	1/14/2019	94.17
Manchester	REGION 4	1/18/2019	64.07
Manchester	REGION 4	1/25/2019	70.59
Manchester	REGION 4	1/28/2019	82.65
Manchester	REGION 4	2/1/2019	87.33

LOCATION	REGION	DATE ASSIGNED	LIKENESS
Manchester	REGION 4	2/1/2019	87.02
Manchester	REGION 4	2/5/2019	54.13
Manchester	REGION 4	2/6/2019	85.27
Manchester	REGION 4	2/15/2019	92.94
Manchester	REGION 4	2/19/2019	96
Manchester	REGION 4	3/1/2019	65.14
Manchester	REGION 4	3/1/2019	80.34
Manchester	REGION 4	3/4/2019	96.5
Manchester	REGION 4	3/7/2019	69.27
Manchester	REGION 4	3/9/2019	48.63
Manchester	REGION 4	3/13/2019	62.5
Manchester	REGION 4	4/1/2019	49.57
Manchester	REGION 4	4/1/2019	97.84
Manchester	REGION 4	4/1/2019	73.44
Middletown	REGION 3	1/3/2019	63.4
Middletown	REGION 3	1/7/2019	92.75
Middletown	REGION 3	1/29/2019	58.56
Middletown	REGION 3	1/22/2019	73.04
Middletown	REGION 3	2/4/2019	99.49
Middletown	REGION 3	2/6/2019	72.19
Middletown	REGION 3	3/7/2019	92.89
Norwalk	REGION 1	12/21/2018	71.97
Norwalk	REGION 1	1/8/2019	53.43
Norwalk	REGION 1	1/9/2019	76
Norwalk	REGION 1	1/16/2019	56.65
Norwalk	REGION 1	1/24/2019	54.24
Norwalk	REGION 1	2/7/2019	70
Norwalk	REGION 1	2/11/2019	51.2
Norwalk	REGION 1	2/11/2019	52.57
Norwalk	REGION 1	2/25/2019	80.31
Norwalk	REGION 1	3/5/2019	27.25
Norwalk	REGION 1	3/6/2019	92.5
Norwalk	REGION 1	3/11/2019	57.65
Norwalk	REGION 1	3/14/2019	87.01
Norwalk	REGION 1	3/15/2019	76
Norwalk	REGION 1	3/19/2019	87.36
Norwalk	REGION 1	3/22/2019	90.84
Norwalk	REGION 1	4/1/2019	63.36
Norwalk	REGION 1	4/1/2019	91.07
Norwich	REGION 3	1/7/2019	60.62
Norwich	REGION 3	1/4/2019	80.87

LOCATION	REGION	DATE ASSIGNED	LIKENESS
Norwich	REGION 3	1/4/2019	62.38
Norwich	REGION 3	1/8/2019	50.77
Norwich	REGION 3	1/8/2019	91
Norwich	REGION 3	1/14/2019	80.27
Norwich	REGION 3	1/22/2019	78.79
Norwich	REGION 3	1/23/2019	62.82
Norwich	REGION 3	1/28/2019	76.92
Norwich	REGION 3	2/4/2019	57.59
Norwich	REGION 3	2/5/2019	53.27
Norwich	REGION 3	2/7/2019	81.61
Norwich	REGION 3	2/11/2019	75.3
Norwich	REGION 3	2/21/2019	86.39
Norwich	REGION 3	2/21/2019	89.26
Norwich	REGION 3	2/22/2019	70.72
Norwich	REGION 3	2/25/2019	81.86
Norwich	REGION 3	2/25/2019	61.31
Norwich	REGION 3	2/25/2019	93.5
Norwich	REGION 3	3/1/2019	64.8
Norwich	REGION 3	3/12/2019	70.27
Norwich	REGION 3	3/13/2019	87.21
Norwich	REGION 3	3/14/2019	89.13
Norwich	REGION 3	3/18/2019	85.84
Norwich	REGION 3	3/18/2019	95
Norwich	REGION 3	4/1/2019	91.46
Willimantic	REGION 3	1/4/2019	58.3
Willimantic	REGION 3	1/14/2019	52.29
Willimantic	REGION 3	1/15/2019	88.14
Willimantic	REGION 3	2/4/2019	50.48
Willimantic	REGION 3	2/11/2019	69.75
Willimantic	REGION 3	2/8/2019	53.18
Willimantic	REGION 3	2/13/2019	93.79
Willimantic	REGION 3	2/19/2019	75.43
Willimantic	REGION 3	3/1/2019	89.82
Willimantic	REGION 3	3/11/2019	94.46
Willimantic	REGION 3	3/14/2019	89.71
Willimantic	REGION 3	3/15/2019	75.3
Willimantic	REGION 3	3/18/2019	85.35
Willimantic	REGION 3	3/25/2019	87.27
Willimantic	REGION 3	4/1/2019	70.63
Bridgeport	REGION 1	2/19/2019	72.49
Norwalk	REGION 1	1/12/2019	90.59

LOCATION	REGION	DATE ASSIGNED	LIKENESS
Manchester	REGION 4	1/16/2019	80.09
Manchester	REGION 4	1/20/2019	89.11
Hartford	REGION 4	1/24/2019	89.95
Hartford	REGION 4	1/31/2019	82.18
Hartford	REGION 4	2/1/2019	84.45
Hartford	REGION 4	2/4/2019	95.5
Willimantic	REGION 3	2/19/2019	35
Willimantic	REGION 3	2/5/2019	88.14
Hartford	REGION 4	2/6/2019	86.77
Middletown	REGION 3	2/6/2019	60.88
Hartford	REGION 4	2/7/2019	90.22
Willimantic	REGION 3	2/9/2019	88.14
Manchester	REGION 4	2/15/2019	82.14
Bridgeport	REGION 1	2/20/2019	79.08
Middletown	REGION 3	3/12/2019	77.25
Bridgeport	REGION 1	3/25/2019	62.72
Hartford	REGION 4	3/1/2019	91.64
Manchester	REGION 4	3/12/2019	94
Norwich	REGION 3	3/19/2019	87.21



CT Department of Children and Families
Office for Research and Evaluation

CT Eckerd Rapid Safety Feedback (CT-ERSF): Informational Session

Presenters:

Office for Research and Evaluation ERSF Team

ECKERD RAPID SAFETY FEEDBACK INFORMATIONAL SESSION CONTENT

- ▶ Introductions
- ▶ Brief History of Eckerd Rapid Safety Feedback (ERSF)
- ▶ ERSF Today
- ▶ The ERSF Model
- ▶ CT Implementation of ERSF
- ▶ Mindshare
- ▶ ERSF Process

INTRODUCTIONS

Who Are We?

➤ The Office for Research and Evaluation (ORE)

CFSR – Child and Family Services Reviews, Information and Reporting, Out-of-Home Evaluation, Research, Performance Reviews, and Risk Management

➤ Risk Management

- Significant Events + Critical Incidents
- CT Eckerd Rapid Safety Feedback

CT-ERSF INFORMATIONAL SESSION OBJECTIVES

- ▶ During this Informational Session, you will:
 - Learn about the ERSF Model and how it works
 - Understand the purpose of the ERSF Model
 - Know what to expect when your case is identified for review
 - Know what to expect during an ERSF Staffing
 - Learn the roles of the AOSW team and the ERSF team
 - Recognize the benefits of ERSF for DCF, families and staff

ECKERD RAPID SAFETY FEEDBACK

BRIEF HISTORY

- ▶ Eckerd Youth Alternatives Inc.(Eckerd) is a Florida Community Based Care Lead Agency managing three counties.
- ▶ Eckerd Rapid Safety Feedback (ERSF) was developed in response to Nine child maltreatment deaths on open CPS cases in less than 3 years.
- ▶ A 100% case review was conducted on all open CPS cases. Three critical case practices were identified that, when completed to standard, could reduce the probability of serious injury or death.
 - Quality safety planning
 - Quality supervisory reviews
 - Quality and frequency of home visits

ECKERD RAPID SAFETY FEEDBACK

BRIEF HISTORY

Initial Results

- ▶ No abuse related deaths since implementation of Eckerd Rapid Safety Feedback
- ▶ 22% improvement in nine critical case practices standards
- ▶ Quality Assurance staff are now directly aiding case practice in real time

ECKERD RAPID SAFETY FEEDBACK TODAY

- ▶ CT is one of 5 states chosen to implement ERSF
 - Alaska, Maine, Oklahoma, and Illinois
- ▶ ERSF recommended by the Federal Commission to Eliminate Child Abuse and Neglect Fatalities (CECANF).

ECKERD RAPID SAFETY FEEDBACK

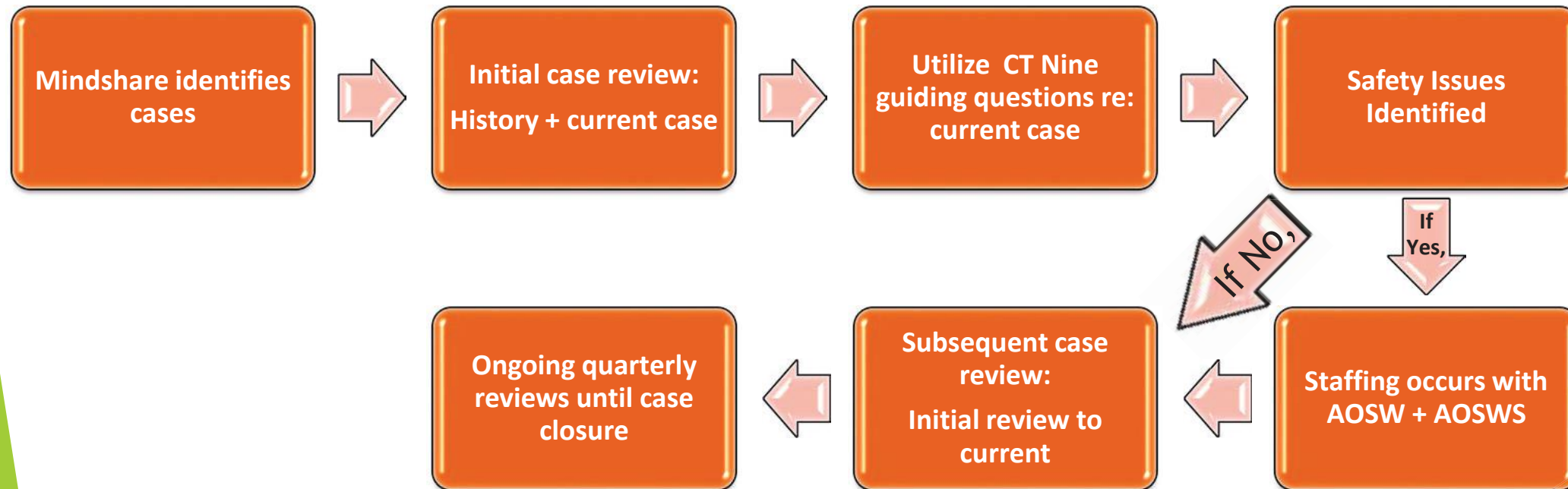
BRIEF SUMMARY OF MODEL

- A prospective qualitative case review process aimed at reducing the likelihood of child maltreatment fatalities or severe maltreatment, in real time.

CT-ERSF MODEL: PRIMARY COMPONENTS

1. Mindshare Prediction – cases assigned a probability level for a life threatening episode
2. Qualitative Case Review
3. Staffing with assigned social worker and supervisor, only when necessary

PROCESS FLOW



CT-ERSF

CT Nine Guiding Questions

1. Is family history sufficiently assessed and incorporated into decision-making?
2. Are face to face contacts with families made with sufficient frequency to assess family circumstances and emerging dangers?
3. Are interviews and observations sufficient to assess child needs and how they contribute to family dynamics?
4. Are initial and/or ongoing assessments sufficient to identify and address parent needs?
5. Is communication and collaboration with partners/stakeholders sufficient to gather and share all pertinent information?

CT-ERSF

CT Nine Guiding Questions (cont'd)

6. Are safe sleep assessment and discussions of sufficient quality to protect children from unsafe sleep conditions?
7. Do documented observations of interactions between the parent/caretaker and child sufficiently inform assessment of child safety?
8. Are safety actions implemented which are sufficient to prevent maltreatment?
9. Does the supervisory review identify gaps and provide appropriate and sufficient guidance regarding all of the above? Is accountability to that guidance ensured?

MY INTAKE CASE WAS CHOSEN, WHAT NOW?

Email to inform Intake SW and SWS of case identified

SW ensures that all documentation is up to date in the electronic case record and enters information in Protocol within 5-days

Within day 7-10 (of the 45-days), ERSF team completes initial case review, utilizing CT's Nine Guiding Questions

Email to notify SW + SWS of ERSF review completion and whether or not an ERSF Staffing is necessary

If safety issues are identified, ERSF Staffing occurs either same day or within 1-business day via teleconference

CT-ERSF STAFFING

Debrief Emerging
Dangers and
Safety Issues

Develop Action
Tasks

Determine Time
Frames for
Completion

Identify Case
Practice Strengths
and Promises

Discuss Areas for
Improvement

SUCCESSFUL IMPLEMENTATION OF CT-ERSF

Partnership

- ▶ Communication
- ▶ Flexibility



Shared Responsibility Review Process

- ▶ Documentation per DCF Policy 31-8-8
- ▶ Timely review

CT-ERSF STAFFING

Accountability Staffing

Premise:

- ▶ Action Tasks are developed to ensure safety

Why and When:

- ▶ An accountability staffing is held immediately only when Action Task(s) is (are) not completed by the due date

Who participates:

- ▶ Office for Research and Evaluation: Director + ERSF Program Manager
- ▶ Area Office: Case assigned supervisory + management team

FOLLOW UP

Between day 35-38 (of the 45-days), ERSF team re-reviews case using the CT Nine Guiding Questions



Determine whether there are safety concerns necessitating an ERSF Staffing



If ERSF Staffing is necessary, AOSW + AOSWS are contacted to schedule a staffing



Case transferred: Quarterly ERSF reviews until case closure OR
Case closed: ERSF reviews end

WHY BRING ERSF TO CT?

CT Data:

Fatalities Study: Children Ages 0-3, January 2005-May 2014,
Office for Research and Evaluation

Special Qualitative Reviews and other State specific data

Purpose:

Continuous Quality Improvement to reduce the likelihood of child maltreatment fatalities + severe maltreatment in real time.

Value:

ERSF aligns with CT's relational philosophy, strengths-based approach, using a proactive/ prospective lens.

Encompasses DCF Partners in Change

WHY BRING ERSF TO CT?

Benefits:

CT-ERSF has benefits for children and families + DCF staff + the work of the Department.

How Will ERSF Benefit CT Children and Families?

Additional support and focus that will:

- ▶ Help to keep children safe and healthy
- ▶ Contribute to reducing the likelihood of child maltreatment fatalities and severe maltreatment
- ▶ Foster increased communication and collaboration

HOW WILL CT-ERSF BENEFIT DCF STAFF?

- ▶ Further assists staff to prioritize high risk cases
- ▶ Further helps to prioritize services to highest risk cases
- ▶ Adds another “tool” to staff’s “tool box”
- ▶ Further focuses on the importance of relationships and engagement
- ▶ Reinforces decision-making guided by best interest of child
- ▶ Shares responsibility + support in case work decisions
- ▶ “Preventative” + Prospective – Real Time rather than retrospective

HOW WILL CT-ERSF BENEFIT DCF'S WORK?

Support further improvements in:

- ▶ Case practice specific to safety and documentation.
- ▶ Quality of contacts by Social Workers with families and children.
- ▶ Effectiveness of supervisory reviews/consult and follow-up on critical tasks that require completion.

Support the shift to a more pro-active/ prospective work environment, positively impacting children and families.

GETTING READY FOR CT-ERSF

- ▶ Eckerd On Site Training
- ▶ Ongoing consultation from Florida + Maine Eckerd Staff
- ▶ Coaching calls with Florida Eckerd
- ▶ Attending DCF Academy for Workforce Development courses
- ▶ Shadowing in Area Offices
- ▶ Utilizing collective experiences within DCF (Area Offices, Facilities, Central Office, etc.)

LAUNCH DATE:

Monday, October 3, 2016

HOW WILL ERSF BE LAUNCHED IN CT?

ERSF Implementation Teams

- ▶ Collaborative On-Site Team to foster continued partnership and collaboration and provide mutual support
- ▶ Forum to:
 - Highlight strengths and promising case practice
 - Address any challenges that arise
 - Respond to questions subsequently posted to ERSF FAQ on SharePoint
 - Share data based on qualitative case reviews and staffings
 - Allow for continuous quality improvement of the process

ERSF IMPLEMENTATION TEAMS:

Continuous Quality Improvement is a Continuous Journey

“Excellence
is not a destination;
it is a continuous
journey that
never ends.”

Brian Tracy

CT-ERSF PHASE 1

**INTAKE
NEW + REOPEN CASES**

WHAT WILL ERSF LOOK LIKE IN CT?

ONGOING SERVICES

I am currently in Ongoing Services. What about those cases?

- ▶ These cases will be added during a later phase of implementation in your region.

Key Points:

- ▶ The process will remain constant but timeframes may vary.
- ▶ ERSF Implementation Teams will serve as the forum this phase of implementation.
- ▶ ERSF team will be available to provide Informational Sessions to Ongoing Services staff.

ORE CT-ERSF QUALITY ASSURANCE

- ▶ Audio recording of ERSF Staffing calls
- ▶ Inter-rater Reliability – consistency among reviewers
- ▶ Fidelity to the ERSF model through ongoing consultation
- ▶ Evaluated during Eckerd site visits
- ▶ Data and reports from Mindshare
- ▶ Feedback from Area Office Staff (ERSF Implementation Teams)

EVALUATION OF ERSF

- ▶ CT is participating in the evaluation of the ERSF Model with other states
- ▶ Partners: Eckerd, Casey Family Programs, Maine ERSF team, and Private Consulting firm
- ▶ Focus of evaluation includes ERSF Model fidelity
- ▶ Evaluation process will solicit feedback from Area Office staff

Q & A



“Happiness does not come from doing easy work, but from the afterglow of satisfaction that comes after the achievement of a difficult task that demanded our best.”

~Theodore Rubin

ORE CT-ERSF TEAM

Staff	Direct Number	Conference Number	Participant Code	Implementation Teams
Korin Campbell, CSWA	(860) 550-6347	866-910-0922	22104451	Region 4
T’Kai Howard, CSWA	(860) 550-6535	866-815-5361	32992116	Region 3
Laura Meyers, CSWA	(860) 550-6602	866-707-8031	33208718	Regions 1 & 4
Ursula Moreshead, CSWA	(860) 560-5072	866-732-9952	28015255	Region 3
Lisa M. Turner, CSWA	(860) 550-6625	866-423-8052	51108849	Region 1
Lisa Hofferth, QA Manager	(860) 550-6459	866-742-0631	56586046	
Tracy Lovell, PM	(860) 560-5030	866-742-0631	56586046	

ACKNOWLEDGEMENTS

- ▶ This training is based on Eckerd Rapid Safety Feedback: A New Approach to Fatal Maltreatment Reduction and Quality Improvement, (Eckerd Kids, Lindert & Barlow, 2016)
- ▶ Rapid Safety Feedback Blue Ribbon Commission on Child Protection, March 10, 2014,
(<http://file.lacounty.gov/SDSInter/bos/supdocs/83688.pdf>)
- ▶ Commission to Eliminate Child Abuse and Neglect Fatalities, 2016
(<https://eliminatechildabusefatalities.sites.usa.gov/files/2016/03/CECANF-final-report.pdf>)

THANK YOU!

YOUR PARTNERSHIP IS INVALUABLE!



DEPARTMENT of CHILDREN and FAMILIES
Making a Difference for Children, Families and Communities



Joette Katz
Commissioner

Dannel P. Malloy
Governor

MEMORANDUM OF AGREEMENT

Between

Eckerd Youth Alternatives, Inc. d/b/a Eckerd Kids

And

Connecticut Department of Children and Families

Regarding: Data sharing agreement for implementation of Eckerd Rapid Safety Feedback®

This memorandum of agreement ("Agreement"), is made and entered into as of the date of the last signature of a Party in accordance with and pursuant to C.G.S. §§ 17a-6(h) and 17a-28, by and between ECKERD YOUTH ALTERNATIVES, INC. d/b/a ECKERD KIDS (hereinafter "Eckerd"), acting herein by Randall W. Luecke, Chief Financial Officer, and CONNECTICUT DEPARTMENT OF CHILDREN AND FAMILIES (hereinafter "CTDCF"), acting herein by Joette Katz, Commissioner. Eckerd is a Florida not for profit corporation and is the owner of Eckerd Rapid Safety Feedback®. Eckerd and CTDCF are sometimes referred to herein collectively as the "Parties."

The effective dates of this agreement are March 7, 2016 through September 30, 2018.

WITNESSETH

WHEREAS, Eckerd is a not for profit corporation that specializes in human services, specifically child welfare. During the course of its business, Eckerd has developed Eckerd Rapid Safety Feedback®, a program that has been successful in reducing the occurrence of serious injury or death in high risk neglect and abuse cases.

WHEREAS, Eckerd Rapid Safety Feedback® utilizes predictive analytics to help identify child welfare cases of the highest probability of a serious injury or death and identifies critical case practices that, when performed by CTDCF to applicable standards, will greatly assist CTDCF in keeping the child safe.

WHEREAS, Eckerd, with its affiliates, has developed the Portal and related training materials to assist agencies that desire to implement Eckerd Rapid Safety Feedback®.

WHEREAS, CTDCF has chosen Eckerd to implement Eckerd Rapid Safety Feedback® in the State of Connecticut, and this Agreement describes the responsibilities of Eckerd and CTDCF in connection with its development, implementation and use.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in accordance with and subject to the requirements of C.G.S. §§ 17a-28 and all applicable federal laws and regulations, the Parties hereto agree as follows:

Part I
Scope of Services, Performance,
Reports and Program-Specific Sections

1. PURPOSE

This Agreement identifies the Parties' understandings of their rights and obligations to each other with respect to the implementation of Eckerd Rapid Safety Feedback®. Eckerd shall comply with the terms and conditions set forth in this Agreement as required by the CTDCF, including but not limited to the requirements and measurements for Scope of Services, Performance and Reports. No sections in this Part I shall be interpreted to negate, supersede or contradict any section of Part II. In the event of any such inconsistency between Part I and Part II, the sections of Part II shall control.

2. ECKERD RESPONSIBILITIES

- a) Access. Eckerd shall host, maintain and support the Portal with the goal of providing CTDCF with 24 hour technical support and access to the Portal and the reports it generates.
- b) Sample. Eckerd shall adapt the Portal to create reports that provide a customized predictive data sample of prioritized cases for review.
- c) Training. Eckerd shall provide training on review completion, Portal entry, staffing techniques, and action item tracking to support CTDCF's implementation of Eckerd Rapid Safety Feedback®.
- d) Practice Guide. Eckerd shall provide CTDCF personnel with access to the Eckerd Rapid Safety Feedback® practice guide for use in connection with CTDCF's implementation and offer same day technical assistance from case review staff experienced in the review process.
- e) Reviews. Eckerd shall perform quarterly fidelity reviews and coordinate sharing of best practices across jurisdictions through the Eckerd Rapid Safety Feedback® Community of Practice.
- f) Eckerd shall provide additional reports as mutually agreed upon by Eckerd and CTDCF.

3. CTDCF

- a) Data Elements. CTDCF will provide identified data elements from CCWIS/SACWIS in the frequency and manner in which both parties agree upon.
- b) CTDCF provides confidential client level information for time limited training purposes.
- c) Peer Reviewers. CTDCF shall provide sufficient reviewers to the Eckerd Rapid Safety Feedback® program. Reviewers should be dedicated QA staff that are NOT investigating or managing the case or providing supervision to the front line workers assigned to the case. Reviewers must successfully

complete Eckerd Rapid Safety Feedback® training (provided at no cost by Eckerd) prior to completing case reviews.

- d) Community of Practice. CTDCF shall participate in a quarterly fidelity review, sharing lessons learned with other jurisdictions, and report the results observed after implementation of Eckerd Rapid Safety Feedback®.
- e) Use of Portal. CTDCF will enter all case reviews into the ®System portal to provide automated tracking functionality, dashboards, and data for the continuous improvement of existing predictive data sets for the Eckerd Rapid Safety Feedback® Community of Practice.
- f) Notice. CTDCF will provide Eckerd with written notice of any lawsuit or claim filed or asserted against CTDCF alleging liability in connection with Eckerd Rapid Safety Feedback®.

4. NOTICES

- a) CTDCF designates the following individual as CTDCF's point of contact for this Agreement:

Susan R. Smith
Chief of Quality and Planning
Department of Children and Families
505 Hudson Street Hartford, CT 06106
susan.smith@ct.gov
860-550-6695

- b) Eckerd designates the following individual as Eckerd's point of contact for this Agreement:

Bryan Lindert
Senior Director, Quality Management
Eckerd Kids
100 N. Starcrest Drive
Clearwater FL 33765
blindert@exkerd.org
727-461-1236 Extn. 3273

- c) All correspondence regarding this Agreement, including, but not limited to, notification of change of custodianship, uses or disclosures of the data not provided for by this Agreement, requests for access to the data, requests for accounting of disclosures of the data, disposition of the data, and termination of this Agreement, will be addressed to the point of contact.
- d) All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Agreement (collectively called "Notices") shall be deemed to have been effected at such time as the Notice is hand delivered, placed in the U.S. mail, first class and postage prepaid.
- e) A party may modify the addressee or address for Notices by providing fourteen (14) days prior written Notice to the other party. No formal amendment to this Agreement is required.

5. TERM OF AGREEMENT

The term of this Agreement shall be for a one year period of one year (the Agreement's "Term"), commencing on the Effective Date of July 18, 2016. The Term of this Agreement shall be automatically renewed on an annual basis, for additional one-year periods of time, for up to three (3) additional years, unless terminated earlier, pursuant to Part II, Section D.

6. COMPENSATION

All costs associated with this agreement shall be paid as follows:

1. From March 7, 2016 through September 30, 2017 costs shall be covered by a grant from Eckerd to CTDCF.
2. From October 1, 2017 through September 30, 2018 costs shall be covered by Casey Family Programs.

Part II Terms and Conditions

Eckerd shall comply with the following terms and conditions.

A. **Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:

1. **"Agreement"** shall mean this agreement, as of its effective date, between Eckerd and the CTDCF.
2. **"Breach"** shall mean a party's failure to perform some contracted-for or agreed-upon act, or a failure to comply with a duty imposed by law which is owed to another or to society.
3. **"CCWIS"** means CTDCF's statewide automated child welfare information system.
4. **"Cancellation"** shall mean an end to the Agreement affected pursuant to a right which the Agreement creates due to a Breach.
5. **"Claims"** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
6. **"Client"** shall mean a person, adult or child, who receives services from CTDCF and all family and household members to the extent that CTDCF maintains data about that family or household member.
7. **"Data"** shall mean all information in any form or format provided by the CTDCF to Eckerd.

8. **"Day"** shall mean all calendar days, other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
9. **"De-identified Data"** means all Data from which personal identifiers have been removed.
10. **"Eckerd"** means Eckerd Youth Alternatives, Inc. d/b/a Eckerd Kids' members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom Eckerd is in privity of oral or written agreement (e.g., subcontractor) and that Eckerd intends for such other person or entity to perform under the Agreement in any capacity. For the purpose of this Agreement, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors (e.g., lawn care) unless such activity is considered part of a training, vocational or educational program.
11. **"Expiration"** means an end to the Agreement due to the completion in full of the mutual performances of the parties or due to the Agreement's term being completed.
12. **"Force Majeure"** means events that materially affect the Studies or the time schedule within which to perform and are outside the control of the Party asserting that such an event has occurred, including but not limited to labor troubles unrelated to Eckerd, failure of or inadequate permanent power, unavoidable casualties, fire not caused by Eckerd, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
13. **"Personally Identifiable Information"** means any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including but not limited to such individual's name, date of birth, mother's birth name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, case or client number, or other unique physical representation. Without limiting the foregoing, Personally Identifiable Information shall also include any information regarding clients that any of the CTDCF classify as "confidential" or "restricted." Personally Identifiable Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state or local government records which are lawfully made available to the general public.
14. **"Personally identifiable Information Breach"** means an instance where an unauthorized person or entity accesses Personally Identifiable Information in any manner, including but not limited to the following occurrences: (1) any Personally Identifiable Information is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Personally Identifiable Information that is not encrypted or protected without prior written authorization from the CTDCF; (3) the unauthorized acquisition of encrypted or protected Personally Identifiable Information together with the confidential process or key that is capable of compromising the integrity of the Personally Identifiable Information; or (4) if there is a substantial risk of identity theft or fraud to a DCF client, Eckerd, CTDCF or the State of Connecticut.
15. **"Portal"** means a website and related technology operated and maintained by Eckerd, its affiliates and licensors who perform the operation and support, that is designed to read CCWIS/SACWIS information,

perform automated analyses and generate reports that can be used to implement and support Eckerd Rapid Safety Feedback®.

16. **"Portal Terms"** means the website usage terms available on the Portal that set forth the terms and conditions under which CTDCF may use the Portal and attached as **Appendix A**.
17. **"Records"** means all working papers and such other information and materials as may have been accumulated and/or produced by Eckerd in performing the Agreement including but not limited to documents, data, plans, books, computations, drawings, specifications, notes, reports, records, audio recordings, videotape recordings, estimates, summaries and correspondence, kept or stored in any form whatsoever.
18. **"Results"** means all intellectual property, ideas, discoveries, know-how, professional opinions and all other information produced or developed by Eckerd.
19. **"State"** means the State of Connecticut, including any agency, office, department, board, council, commission, institution or other entity of state government.
20. **"Termination"** means an end to the Agreement affected pursuant to a right which the Agreement creates, other than for a Breach.

B. Client-Related Safeguards.

1. **Inspection of Work Performed.** CTDCF or its authorized representatives shall at all times have the right to enter into the Eckerd's premises, or such other places where duties under this Agreement are being performed, to inspect, to monitor or to evaluate the work being performed in accordance with Conn. Gen. Stat. §4e-29 to ensure compliance with this Agreement with respect to their records and data. Eckerd must provide all reasonable facilities and assistance to CTDCF representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. Eckerd shall disclose to CTDCF information about clients as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this subsection shall be made available to the Eckerd.
2. **Safeguarding Client Information.** Eckerd shall, at its sole cost and expense, safeguard the use, publication and disclosure of information about CTDCF clients about whom confidential data is disclosed to Eckerd, consistent with all applicable federal and state law concerning confidentiality and as may be further provided under the Agreement.
3. **Background Checks.** The CTDCF may require that all persons acting on behalf of Eckerd undergo criminal history records checks in a manner consistent with the State of Connecticut Department of Emergency Services and Public Protection's protocols or such other State document that governs procedures for background checks. The State may also require that all persons acting on behalf of Eckerd undergo child protective services history checks in a manner consistent with the protocols of DCF. Eckerd and its Researchers shall cooperate fully as necessary or reasonably requested with the CTDCF and their agents in connection with such background checks.

C. Eckerd Obligations.

1. Eckerd shall provide the CTDCF with copies of any final reports, publications, computer programs, databases or other products resulting from CTDCF's participation under this Agreement.
2. Eckerd may publish, otherwise publicly disclose or submit for publication an article, manuscript, abstract, report, poster, presentation or other material that includes Results, in full or in part, derived from CTDCF's participation under this Agreement, as would be reasonably required for purposes of publication in a peer-reviewed professional journal, except such disclosures or submissions shall not contain any Personally Identifiable Information and shall be in full compliance with all applicable state and federal laws and regulations. To the extent required by a peer-reviewed professional journal, Eckerd may provide the journal access to De-Identified Data for purposes of review.
3. All Records and publications intended for public distribution during or resulting from the performance of this Agreement shall be released in conformance with applicable federal and state law and regulations regarding confidentiality. Any liability arising from such a release by Eckerd shall be the sole responsibility of Eckerd and Eckerd shall indemnify and hold harmless the CTDCF, unless the CTDCF or their agents co-authored said publication and said release is done with the prior written approval of the Commissioner of CTDCF. Neither Eckerd nor any of its agents shall copyright Data or other information obtained from the CTDCF under this Agreement, unless expressly previously authorized in writing by the CTDCF.
4. The CTDCF shall have the right to publish, duplicate, use and disclose all Data, De-Identified Data and/or Results in any manner, and may authorize others to do so. Eckerd does not assume any responsibility for the use, publication or disclosure solely by a CTDCF of such Data.
5. All CCWIS/SACWIS data will be deemed and treated as Confidential Information of CTDCF. All intellectual property rights in and to the CCWIS/SACWIS data will remain the sole property of CTDCF. By making CCWIS/SACWIS data available to Eckerd and its affiliates, CTDCF will grant, and hereby does grant, to Eckerd a limited, non-exclusive, royalty-free, fully-paid-up license for the term of this MOU to use the CCWIS/SACWIS data, but solely for the purpose of implementing Eckerd Rapid Safety Feedback® for CTDCF, providing the Portal and related reports, and improving Eckerd Rapid Safety Feedback®.

All intellectual property rights in and to Eckerd Rapid Safety Feedback®, the Portal and its related software and documentation, the reports generated by the Portal, the Eckerd Rapid Safety Feedback® training materials, the Eckerd Rapid Safety Feedback® safety guide (including without limitation for all of the foregoing, all related inventions, processes, improvements, trade secrets, algorithms, works of authorship, trademarks and service marks) Feedback® (jointly the "Eckerd IP") is and will remain the sole property of Eckerd, its affiliates, and their licensors. All Eckerd IP will be deemed and treated as Confidential Information of Eckerd. Eckerd will grant, and hereby does grant, to the Agency a limited, non-exclusive, royalty-free, fully-paid-up license for the term of this MOU to use the Eckerd IP, but solely for the purpose of implementing Eckerd Rapid Safety Feedback® for the Agency and subject to this MOU and the Portal Terms.

Eckerd acknowledges that the CTDCF must comply with the Freedom of Information Act, C.G.S. §§1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. §1-210(b).

By using the Portal, Agency is agreeing to abide by, and to be bound by, the Portal Terms and any applicable laws (including, without limitation laws relating to privacy and personal identifying information relating to children).

6. **Subcontracts.** Eckerd expressly agrees that no portion of the work related to the Studies shall be subcontracted to any third party for any reason unless Eckerd ensures that the subcontractor has entered into an agreement with Eckerd under terms and conditions consistent with this Agreement.
7. **Independent Capacity of Eckerd.** Eckerd shall act in an independent capacity and not as officers or employees of the State of Connecticut or CTDCF.
8. **Indemnification.**
 - (a) In consideration of the promises made by the CTDCF in this Agreement, and of the opportunity for Eckerd Kids to serve as a Contractor, each party, upon reasonable notice, shall be fully liable for the actions of its agents, employees, partners, or subcontractors including payment of any attorney's fees and professional fees it incurs.
 - (b) Parties duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Party or anyone else acting on behalf of the Party pursuant to this Agreement are alleged or are found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
 - (c) Eckerd shall carry and maintain at all times during the term of the Agreement, and during the time that any sections survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. Eckerd shall provide a copy of the policy to the CTDCF prior to the effective date of the Agreement. The State of Connecticut and CTDCF shall be listed as additional insureds on the insurance policy, and must receive written notice of termination of the policy no later than ten (10) days prior to the expiration or termination of the policy. Insurer must agree to waive sovereign immunity as a defense to the limits of the policy.
 - (d) This section shall survive the Termination, Cancellation or Expiration of the Agreement, and shall not be limited by reason of any insurance coverage.
9. **Insurance.** Before commencing performance, CTDCF may require Eckerd to obtain and maintain specified insurance coverage. In the absence of specific CTDCF requirements, Eckerd shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Agreement:
 - (a) **Commercial General Liability.** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Agreement or the general aggregate limit shall be twice the occurrence limit.
 - (b) **Automobile Liability.** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If Eckerd does not own an

automobile, but one is used in the execution of this Agreement, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Agreement then automobile coverage is not required.

- (c) **Professional Liability.** \$1,000,000 limit of liability, if applicable; and/or
- (d) **Workers' Compensation and Employers Liability.** Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

10. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.

- (a) The Agreement shall be deemed to have been made in the City of Hartford, State of Connecticut. The Parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. Eckerd waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- (b) Eckerd agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Agreement shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and Eckerd further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

11. Representations and Warranties. Eckerd shall:

- (a) perform fully under the Agreement;
- (b) pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to this Agreement described in Part I of this Agreement; and
- (c) adhere to all sections of this Agreement ensuring the confidentiality of all Records that Eckerd has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

12. Reports. Eckerd shall provide the CTDCF with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Agreement. All requests for such information shall comply with all applicable state and federal confidentiality laws. Eckerd shall provide the

CTDCF with such reports as the CTDCF request as required by this Agreement. This section shall survive any Termination of the Agreement or the Expiration of its term.

13. Protection of Personally Identifiable Information.

- (a) Eckerd, at its own expense, shall have a duty to and shall protect from a Personally Identifiable Information Breach any and all Personally Identifiable Information which it comes to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Eckerd shall implement and maintain a comprehensive data security program for the protection of Personally Identifiable Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personally Identifiable Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the CTDCF or State of Connecticut concerning the confidentiality of Personally Identifiable Information. Such data security program shall include, but not be limited to, the following:
 - (1) a security policy for employees related to the storage, access and transportation of data containing Personally Identifiable Information;
 - (2) reasonable restrictions on access to records containing Personally Identifiable Information, including access to any locked storage where such records are kept;
 - (3) a process for reviewing policies and security measures at least annually;
 - (4) creating secure access controls to Personally Identifiable Information, including but not limited to passwords; and
 - (5) encrypting of Personally Identifiable Information that is stored on laptops, portable devices or that is transmitted electronically.
- (c) Eckerd shall notify the CTDCF and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty four (24) hours, after it becomes aware of or suspects that any Personally Identifiable Information which Eckerd possesses or controls under this contract has been subject to a Personally Identifiable Information Breach. If a Personally Identifiable Information Breach has occurred, Eckerd shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the CTDCF and the Connecticut Office of the Attorney General for review and approval. Such credit monitoring or protection plan shall be made available by Eckerd at its own cost and expense to all individuals affected by the Personally Identifiable Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. §36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Personally Identifiable Information Breach. Eckerd's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the CTDCF, any State of Connecticut entity or any affected individuals.

14. Confidentiality Obligations of Eckerd

- a) The Parties agree that all state and federal confidentiality laws and regulations, including but not limited to, CGS 17a-28, 46b-140, the Health Insurance Portability and Accountability Act of 1996 (HIPAA, P.L. 104-191), the Federal Educational Rights and Privacy Act (20 USC 1232g) and Confidentiality of Alcohol and Drug Abuse Patient Records (42 USC 290dd-2), shall apply and shall supersede any provision of this Agreement to the contrary.
- b) All data retained as a result of this Agreement will be stored, used and disclosed in accordance with record retention policies consistent with industry standards for the storage of confidential information, state and federal laws and regulations and this Agreement, except that confidential information received from CTDCF shall be destroyed or returned to CTDCF upon termination, or cancellation of this Agreement.
- c) Eckerd agrees: (1) it shall not access any CTDCF data, files, records, computers or systems not reasonably related to the performance of this Agreement; (2) it shall not advertise for sale, sell, rent, or disclose in any form or use any CTDCF Personally Identifiable Information obtained from or by the work performed pursuant to this Agreement except as reasonably necessary to perform under this Agreement; and (3) except as required by law, only Eckerd shall have access to Personally Identifiable Information about the CTDCF Clients and their families disclosed pursuant to the terms of this Agreement.
- d) No Personally Identifiable Information or Data about Clients provided to Eckerd shall be used by it for any purpose other than (i) as set forth in or permitted by this Agreement, (ii) as authorized in writing by the CTDCF, or (iii) as required by law.
- e) Eckerd shall implement and maintain a comprehensive data security program for the protection of Personally Identifiable Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of such information as set forth in all applicable federal and state law and regulations. Any breach of such data shall be reported to CTDCF in accordance with state law and as further set forth in the Agreement.
- f) Except as required by law, regulation or court order, Eckerd shall not make known to any person or entity any information which could reasonably identify any Client or any other individual whose information was obtained in the performance of this Agreement.
- g) Eckerd shall not make any copies of the Personally Identifiable Information provided by the CTDCF.
- h) It shall be the responsibility of Eckerd to ensure that any computer program, database, report, article or other product or publication developed, created or prepared by Eckerd, whether oral or in writing, resulting from the performance of duties pursuant to this Agreement, reasonably protects the privacy of Personally Identifiable Information and other confidential Data.
- i) The obligations with respect to Personally Identifiable Information or Data provided to Eckerd shall survive termination of this Agreement and shall remain in effect in perpetuity

unless the Information or Data cease to be confidential under the law or the law otherwise authorizes disclosure of the Information or Data. Should Eckerd believe that the Information or Data can or must be disclosed in a manner not provided for in the Agreement, Eckerd will provide the CTDCF with notice of their intention to disclose at least two weeks in advance of the disclosure.

15. HIPAA Business Associate Agreement

ECKERD YOUTH ALTERNATIVES, INC. d/b/a ECKERD KIDS (hereinafter "ECKERD" or "Contractor" or "Business Associate") has entered into a Memorandum of Agreement (MOA) with the Connecticut Department of Children and Families (DCF) regarding data sharing for implementation of Eckerd Rapid Safety Feedback®

ECKERD is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the MOA in accordance "with all applicable federal and state law regarding confidentiality, which includes but is not limited to the requirements of the HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

The Connecticut Department of Children and Families (DCF) is a "covered entity" as that term is defined in 45 C.F.R. § 160.103.

ECKERD, on behalf of DCF, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103.

ECKERD is a "business associate" of DCF, as that term is defined in 45 C.F.R. § 160.103.

ECKERD and DCF agree to the following in order to secure compliance with the Health Insurance Portability and Privacy Act of 1996 ("HIPAA"), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E:

ECKERD and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

I. Definitions

- A. "Breach" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))
- B. Business Associate. "Business Associate" shall mean ECKERD.
- C. Covered Entity. "Covered Entity" shall mean DCF.

- D. Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
- E. "Electronic Health Record" shall have the same meaning as the term is defined in Section 13400 of the HITECH Act (42 U.S.C §17921(5)).
- F. Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. 164.501 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- G. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
- H. Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- I. Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- J. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- K. More Stringent. "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.103.
- L. Section of the MOA. "(T)his section of the MOA" refers to this HIPAA Business Associate Agreement which is included in the Memorandum of Agreement between DCF and Eckerd concerning data sharing for implementation of Eckerd Rapid Safety Feedback[®]™
- M. Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- N. Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subparts A and C.
- O. "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

II. Obligations and Activities of Business Associate

- A. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the MOA or as Required by Law
- B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the MOA.

- C. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- D. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the MOA.
- E. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the MOA or any security incident of which it becomes aware.
- F. Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the MOA to Business Associate with respect to such information.
- G. Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- H. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- I. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- J. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. §17935) and any regulations promulgated thereunder.
- K. Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the MOA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. §17935) and any regulations promulgated thereunder.
- L. Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.

M. Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.

N. In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.

O. Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. §17935(d)(2)) and in any accompanying regulations.

P. Obligations in the Event of a Breach

1. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
2. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402(g) of HITECH (42 U.S.C. 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
3. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - A. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 - B. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - C. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 - D. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - E. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or

notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

4. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of the breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
5. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

III. Permitted Uses and Disclosures by Business Associate

A. General Use and Disclosure Provisions: Except as otherwise limited in this Section of the MOA, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this MOA, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

B. Specific Use and Disclosure Provisions:

1. Except as otherwise limited in this Section of the MOA, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

2. Except as otherwise limited in this Section of the MOA, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Except as otherwise limited in this Section of the MOA, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 154.514(e)(2)(i)(B).

IV. Obligations of Covered Entity

- A. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

V. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the MOA.

VI. Term and Termination

- A. **Term.** The Term of this Section of the MOA shall be effective as of the date the MOA is effective and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. **Termination for Cause.** Upon a party's knowledge of a material breach by the other party, the non-breaching party shall either:
 - 1. Provide an opportunity for the party to cure the breach or end the violation and terminate the MOA if the party does not cure the breach or end the violation within the time specified by the non-breaching party ; or
 - 2. Immediately terminate the MOA if the party has breached a material term of this Section of the MOA and cure is not possible; or
 - 3. If neither termination nor cure is feasible, non-breaching party shall report the violation to the Secretary.
- C. **Effect of Termination.**
 - 1. Except as provided in paragraph (2) of this subsection C, upon termination of this MOA, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to

PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the MOA to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

VII. Miscellaneous Provisions

A. **Regulatory References.** A reference in this Section of this MOA to a section in the Privacy Rule means the section as in effect or as amended.

B. **Amendment.** The Parties agree to take such action to amend this Section of the MOA from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

C. **Survival.** The respective rights and obligations of Business Associate under Section VI, Subsection C of this Section of the MOA shall survive the termination of the MOA.

D. **Effect on MOA.** Except as specifically required to implement the purposes of this Section of the MOA, all other terms of the MOA shall remain in force and effect.

E. **Construction.** This Section of the MOA shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the MOA shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

F. **Disclaimer.** Neither party makes any warranty or representation that compliance with this Section of the MOA will be adequate or satisfactory for the other party's own purposes. Neither party shall be liable to the other party for any claim, loss or damage related to or arising from the unauthorized use or disclosure of PHI by the party or any of its officers, directors, employees, contractors or agents, or any third party to whom the party has disclosed PHI pursuant to paragraph II D of this Section of the MOA. Each party is solely responsible for all decisions made, and actions taken, by it regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

G. **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of

any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

j)

16. Litigation.

- a) Eckerd shall disclose to the CTDCF, to the best of their knowledge, any Claims involving Eckerd that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
- b) As it relates solely to this contract, Eckerd shall provide written Notice to the CTDCF of any final decision by any tribunal or state or federal agency or court which is adverse to Eckerd or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against Eckerd or its employee or agents under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 and 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

17. Sovereign Immunity. Eckerd acknowledges and agrees that nothing in this Agreement, or the solicitation leading up to this Agreement, shall be construed as a modification, compromise or waiver by the State of any rights or defenses or any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Agreement. To the extent that this Section conflicts with any other Section, this Section shall govern.

D. Changes to the Agreement; Termination, Cancellation and Expiration; Execution of the Agreement.

1. Amending the Agreement.

- (a) No amendment to or modification or other alteration of this Agreement shall be valid or binding upon the Parties unless made in writing, signed by the Parties and, if applicable, approved by the Office of the Attorney General.
- (b) The CTDCF may amend this Agreement if rescissions, layoffs, budget reductions, etc. impact the CTDCF's performance under this Agreement.
- (c) The Parties agree to work collaboratively and in good faith to modify the procedures set forth herein in the event it becomes reasonably necessary for the efficient and appropriate performance of the purposes of this Agreement, except that the CTDCF shall retain the sole discretion to approve or disapprove the commitment of CTDCF staff or resources beyond that which is expressly agreed to in this Agreement.

- (d) This Agreement, together with the **Appendix A** hereto, constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes all previous written or oral representations, agreements and understandings between the parties with respect to that subject matter.
- (e) If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any laws, rules and regulations, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect, unaffected by such severance; provided that the illegal, invalid or unenforceable provisions are not material to the overall purposes and operation of this Agreement.
- (f) This Agreement may be executed in multiple counterparts (including those delivered by facsimile or other electronic means), each of which shall be deemed to be an original instrument, but all of such counterparts taken together shall constitute one and the same agreement.

2. Eckerd Changes and Assignment.

- (a) Eckerd shall notify the CTDCF in writing at least ninety (90) days prior to the effective date of any fundamental changes in Eckerd's legal status as a not for profit corporation.
- (b) No such change shall relieve Eckerd of any responsibility for the accuracy and completeness of the performance of this Agreement. The CTDCF, after receiving written Notice from Eckerd of any such change, may require such contracts, releases and other instruments evidencing, to the CTDCF's satisfaction, that any individuals retiring or otherwise separating from Eckerd have been compensated in full, or that allowance has been made for compensation in full, for all work performed under the terms of this Agreement. Eckerd shall deliver such documents to the CTDCF's in accordance with the terms of CTDCF's written request. CTDCF may also require, and Eckerd shall deliver, a financial statement showing that solvency of Eckerd is maintained. The death of any Eckerd principal, agent or employee, as applicable, shall not release Eckerd from the obligation to perform under this Agreement; Eckerd Parties must continue to perform under this Agreement until performance is fully completed.
- (c) Assignment. Eckerd shall not assign or transfer any of its rights or obligations under the Agreement, voluntarily or otherwise, in any manner without the prior written consent of the CTDCF.
 - (1) Eckerd shall comply with requests for documentation deemed to be appropriate by the CTDCF in considering whether to consent to such assignment.
 - (2) The CTDCF shall notify Eckerd of their decision in writing no later than forty-five (45) Days from the date the CTDCF receives all requested documentation. Failure of CTDCF to consent to such assignment in writing within the time period previously set forth shall constitute a denial of Eckerd's request.

- (3) CTDCF may void any assignment or transfer made without the CTDCF's consent and deem such assignment to be in violation of this Section and to be in Breach of the Agreement. Any cancellation of this Agreement by CTDCF for a Breach shall be without prejudice to CTDCF's or the State's rights or possible claims against Eckerd.

3. Breach.

- (a) Individuals associated with Eckerd shall be warned by Eckerd about the crucial need for maintaining the confidentiality of the Data with which they will be working. If any Party Breaches this Agreement in any respect, the non-breaching Parties shall provide written notice of the Breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) Days from the date that the breaching Party receives the notice. In the case of a Eckerd Breach, the CTDCF may modify the ten (10) day cure period in the notice of Breach. The right to cure period may be extended if the non-breaching Parties are satisfied that the breaching Party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Agreement cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the cancellation date, no further action shall be required of any Party to effect the cancellation as of the stated date. If the notice does not set forth an effective Agreement cancellation date, then the non-breaching Parties may cancel the Agreement by giving the breaching Party no less than twenty four (24) hours prior written Notice after the expiration of the cure period.
- (b) In addition to the right to terminate, as set forth above, if CTDCF believes that Eckerd has not performed according to this Agreement, the CTDC may:
 - (1) temporarily discontinue all or part of the assistance to be provided to Eckerd under this Agreement;
 - (2) permanently discontinue part of the assistance to be provided under this Agreement;
 - (3) assign appropriate CTDCF personnel to monitor Eckerd's performance under this Agreement until such time as the Breach has been corrected to the satisfaction of the CTDCF;
- (c) In addition to the rights and remedies granted to the CTDCF by this Agreement, CTDCF shall have all other rights and remedies granted to it by law in the event of Breach of or default by Eckerd under the terms of this Agreement.
- (d) The action of CTDCF shall be considered final. If at any step in this process Eckerd fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, CTDCF may proceed with Breach remedies as listed under this section.
- (e) If any Party materially defaults in the performance of, or Breaches, any duty or obligation imposed upon it by this Agreement (including a Breach of a duty or obligation under the **Appendix A** hereunder that rises to the level of a Breach of this Agreement), and such default continues for ten (10) days after written notice thereof has been given to the breaching Party

by the other Party, the other Party may give notice of the immediate termination of this Agreement.

- (f) Eckerd agrees to investigate and, where appropriate, impose sanctions against any individual associated with Eckerd who Breaches this Agreement or fails to comply with any of its requirements. Sanctions against the person(s) responsible may include, but are not limited to, written reprimand, re-assignment to other work, suspension or dismissal from employment. The sanctions imposed by Eckerd shall be in addition to, and not in lieu of, any sanction which may be imposed against Eckerd or the person(s) responsible in accordance with the terms of this Agreement, the Connecticut General Statutes, federal law, order of a court or common law.
4. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of this Agreement shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided in the Agreement or at law or in equity. A Party's failure to insist on strict performance of any section of the Agreement shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
5. **Suspension.** If CTDCF determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, CTDCF may immediately suspend in whole or in part the Agreement without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients or public safety. CTDCF shall notify Eckerd of the specific reasons for taking such action in writing within five (5) Days of immediate suspension. Within five (5) Days of receipt of this notice, Eckerd may request in writing a meeting with the Commissioner of DCF or designee. Any such meeting shall be held within five (5) Days of the written request, or such later time as is mutually agreeable to the Parties. At the meeting, Eckerd shall be given an opportunity to present information on why CTDCF's actions should be reversed or modified. Within five (5) Days of such meeting, CTDCF shall notify Eckerd in writing of its decision upholding, reversing or modifying the action. This action of the Commissioner or designee shall be considered final.
6. **Ending the Contractual Relationship.**
- (a) This Agreement shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by a Party or cancelled. Either Party may terminate this Agreement by providing at least thirty (30) days prior written notice pursuant to the Notice requirements of this Agreement.
 - (b) CTDCF may immediately terminate this Agreement in whole or in part whenever CTDCF makes a determination that such termination is in the best interest of the State. CTDCF may immediately terminate or cancel this Agreement in the event that Eckerd financially unstable to the point of threatening its ability to conduct its responsibilities as required under this Agreement, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, or suffers or permits the appointment of a receiver for its business or its assets.

- (c) CTDCF shall notify Eckerd in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which Eckerd must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision in Part I of this Agreement. Upon receiving the Notice from CTDCF, Eckerd shall immediately discontinue all activities affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to CTDCF all Records, unless otherwise instructed by CTDCF in writing, and take all actions that are necessary or appropriate, or that CTDCF may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of CTDCF and Eckerd shall deliver them to CTDCF no later than thirty (30) days after the Termination of the Agreement or fifteen (15) days after Eckerd receives a written request from CTDCF for the specified records whichever is less. Eckerd shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT and certify that it has delivered all such records and has not retained any such records in any format.

E. Statutory and Regulatory Compliance.

1. **Americans with Disabilities Act.** Eckerd shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("Act") to the extent applicable, during the term of this Agreement. CTDCF may cancel or terminate this Agreement if Eckerd fails to comply with the Act. Eckerd represents that it is familiar with the terms of this Act and that it is in compliance with the law. Eckerd warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of Eckerd to be in compliance with this Act. As applicable, Eckerd shall comply with Section 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
2. **Non-discrimination.**
 - (a) For purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Agreement" includes any extension or modification of the agreement;
 - (3) "Eckerd" includes any successors or assigns of Eckerd;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

- (5) "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "Marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (8) "Mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "Minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in C.G.S. §32-9n(a); and
- (10) "Public works agreement" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (1) CTDCF is an Equal Opportunity employer and purchaser. Eckerd agrees and warrants that in the performance of this Agreement, Eckerd will not discriminate or permit discrimination against any person or group of persons, including an employee or applicant for employment or vendor, because of race, color, religious creed, marital status, national origin, ancestry, sex, gender identity or expression, past or present history of mental disorder, mental retardation or physical disability, including, but not limited to, blindness, or veteran's status unless it is shown by Eckerd that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and Eckerd further agrees to take affirmative action to insure that applicants with job-related qualifications are employed; (2) Eckerd agrees, in all solicitations or advertisements for employees placed by or on behalf of Eckerd, to state that it is an "affirmative action-/equal opportunity employer" in accordance with regulations adopted by the Commission; (3) Eckerd agrees to provide each labor union or representative of workers with which Eckerd has a collective bargaining agreement or other agreement or understanding and each vendor with which Eckerd has an agreement or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of Eckerd's commitments under C.G.S. §4a-60a and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) Eckerd agrees to comply with each provision of C.G.S. §4a-60a and

C.G.S. §§46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§46a-56, 46a-68e and 46a-68f; and (5) Eckerd agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of Eckerd as relate to the provisions of C.G.S. §4a-60a and C.G.S. §46a-56. If the agreement is a public works agreement, Eckerd agrees and warrants that it will make good faith efforts to employ minority business enterprises as Eckerd subcontractors and suppliers of materials on such public works projects.

(c) Determination of Eckerd's good faith efforts shall include, but shall not be limited to, the following factors: Eckerd's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) Eckerd shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) Eckerd agrees to comply with the regulations referred to in this Section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.

(f) (1) Eckerd agrees and warrants that in the performance of the Agreement, Eckerd will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) Eckerd agrees to provide each labor union or representative of workers with which such Eckerd has a collective bargaining agreement or other agreement or understanding and each vendor with which such Eckerd has an agreement or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of Eckerd's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) Eckerd agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §4a-60a and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §46a-56; and (4) Eckerd agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of Eckerd which relate to the provisions of this Section and C.G.S. C.G.S. §4a-60a and §46a-56.

3. Freedom of Information.

Eckerd acknowledges that the CTDCF must comply with the Freedom of Information Act, C.G.S. §§1-200 *et seq.* ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. §1-210(b).

4. **Executive Orders.** This Agreement is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; and Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. This Agreement may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. All of these Executive orders are incorporated into and made a part of the Agreement as if they had been fully set forth in it. At Eckerd's request, the CTDCF shall provide a copy of these Orders to Eckerd.

5. **Campaign Contribution Restrictions.** For all State contracts as defined in C.G.S. §9-612(g) the authorized signatory for Eckerd to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's ("SEEC") notice advising Eckerd of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11 at www.ct.gov/seec

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Agreement.

ECKARD YOUTH ALTERNATIVES, INC. d/b/a ECKERD KIDS

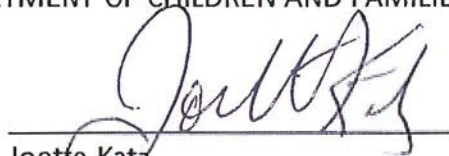
By:



Randall W. Luecke
Chief Financial Officer

DEPARTMENT OF CHILDREN AND FAMILIES

By:



Joette Katz
Commissioner
Duly Authorized

Appendix A: Client Portal Terms and Conditions

<https://cprs.visibilitygrid.com/conn05/policy.php>

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

Client Portal Eligibility & Use

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

Acceptable and Lawful Use of Site by Authorized Users

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

Use of Site

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

User Notifications

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

User Password and Login Identity

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

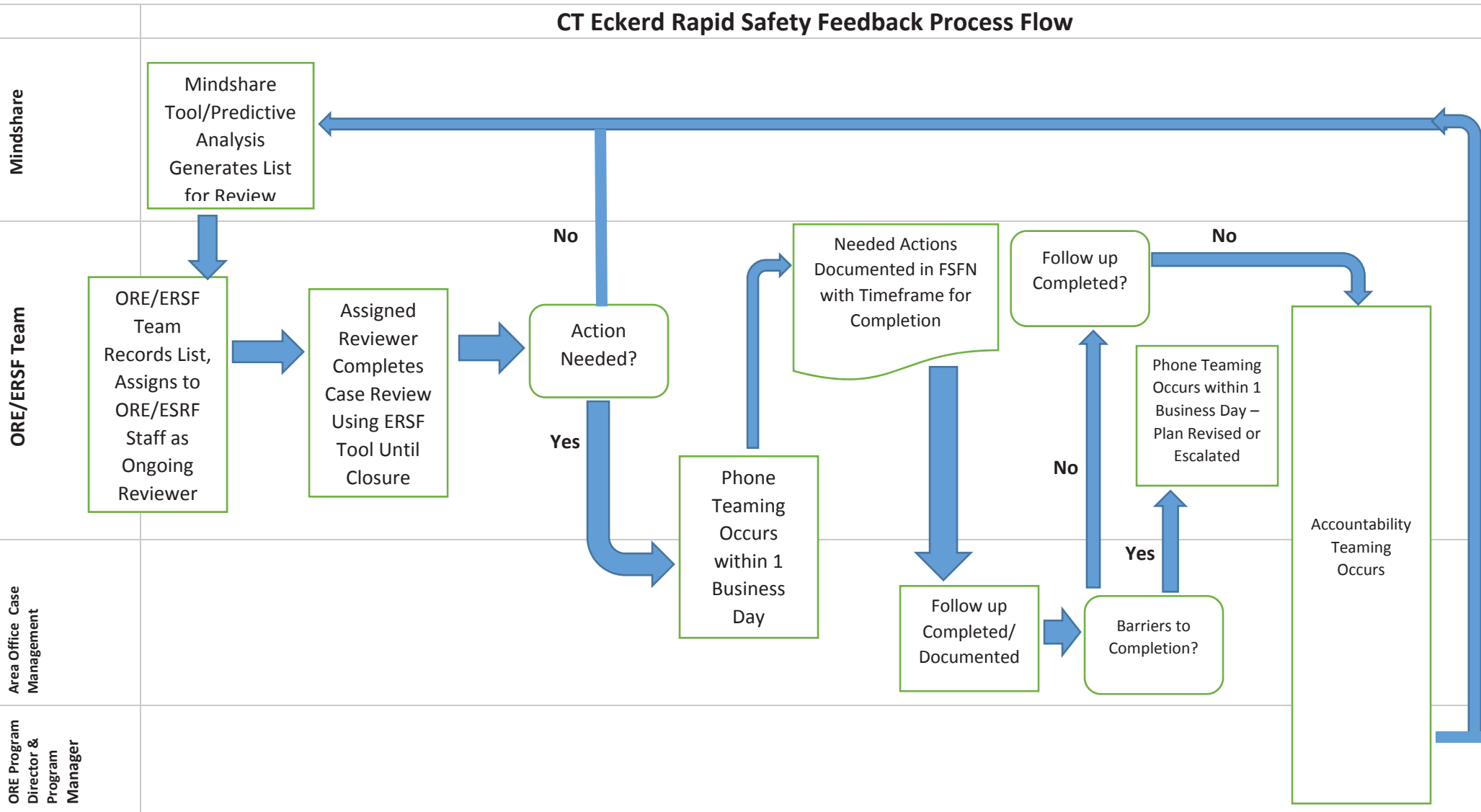
Ownership and Intellectual Property

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CT Eckerd Rapid Safety Feedback Process Flow



The first name in second chances.SM



**Rapid Safety Feedback:
A Business Intelligent Approach
to Child Welfare Quality**

September 25, 2014

**Presented by Ron Zychowski, Chief Quality and
Program Performance & Bryan Lindert, Director of
Quality**

The first name in second chances.SM

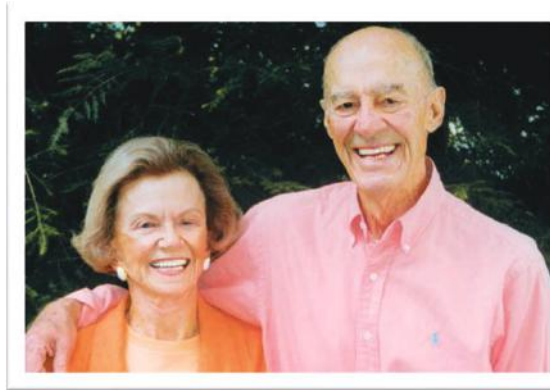


Eckerd's History

Mission, Vision and Values

“There has to be something this organization stands for, or else it degenerates into disorganization, confusion, and paralysis...”

– Peter F. Drucker



“It’s the kids”

*Jack & Ruth Eckerd
Our Founders*

Mission

Provide and share solutions that promote the well-being of children and families in need of a second chance.

Vision

Ensure that each child has the opportunity to succeed.

Approach and Philosophy

Our practice...how we operate

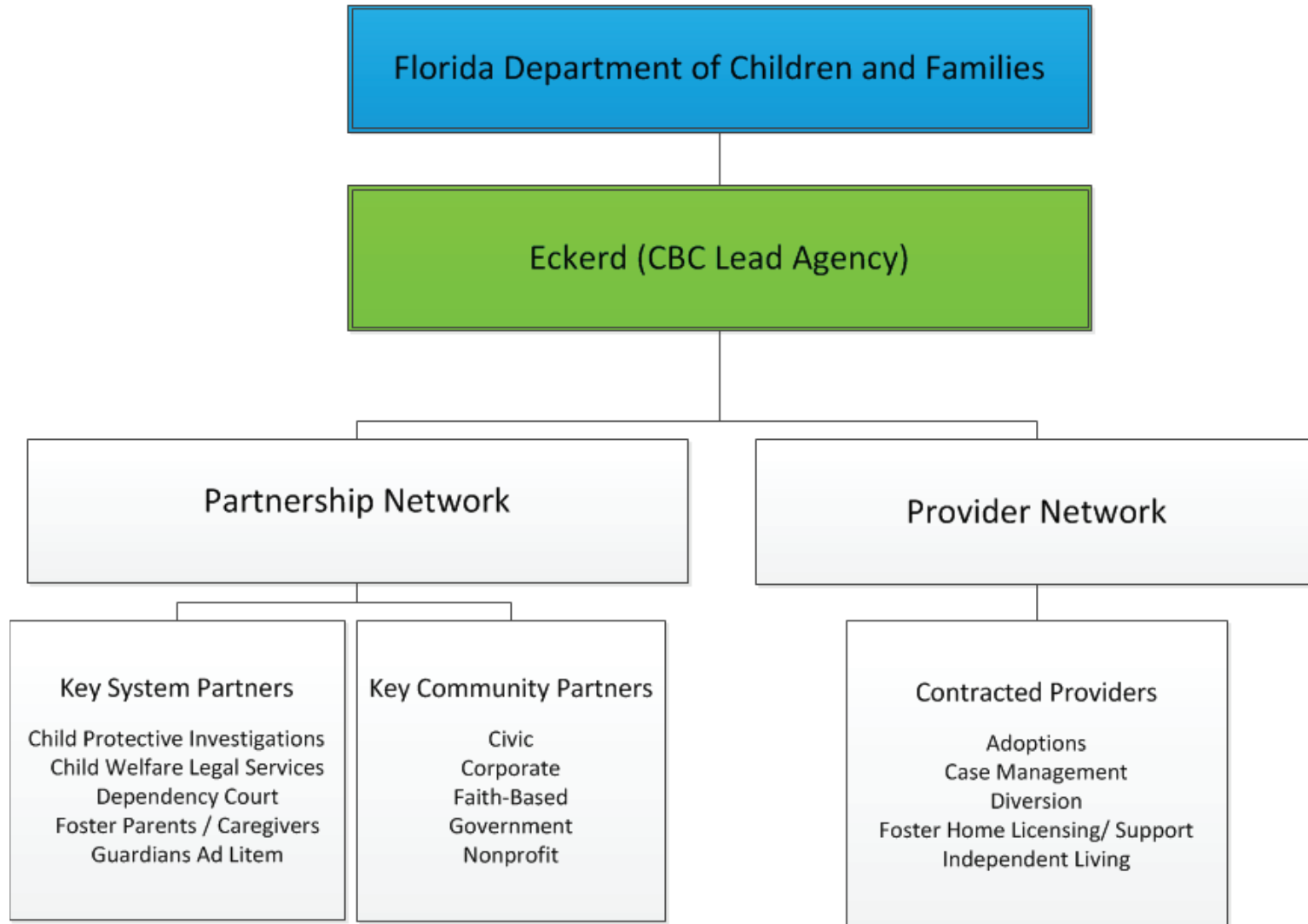
The Eckerd Wheel is **how we execute** our Mission, Vision and Values.



Five "Spokes":

- **QUALITY:**
Superior outcomes and continuous improvement.
- **STAFF:**
Personnel capacity and competency.
- **FINANCE:**
Strength, stewardship and fund development.
- **EXTERNAL RELATIONS:**
Serving, building and leveraging the community.
- **GROWTH AND TRANSFORMATION:**
Robust community solutions.

Community Based Care



Eckerd's Quality Transformation

- Purpose:
 - **Improve Outcomes**
 - **Change Practice**
 - **Drive Service Innovation**
- Provide **current and forward looking** performance and production data.
- Provides a **deeper understanding of our clients** and **their probability of success.**

- Unprecedented history of child fatality in Hillsborough County.
Nine child homicides in 24 months.
- Eckerd awarded contract July, 2012 with directive to change approach to Quality in two ways:
 - **Identify cases** with highest probability of a poor outcome before they occur.
 - **Change the trajectory** of these cases through focused review.

Eckerd Rapid Safety FeedbackSM Due Diligence

- **Determined best cases for review** through local death case review and consultation with State Death Review Team.
- **Quality and Service Improvement:** Reviewed >1500 cases for critical case practice indicators to ensure safety during transition.
- Narrowed identified QSI concerns into **critical themes.**

Eckerd Rapid safety FeedbackSM Case Selection & Critical Practice

- **Best Sample:** all children in-home under age 3.
- **Safety Plans** were not tailored to individual cases and lacked family input.
- **Background Checks/ Home Studies** were not updated to reflect changes in family circumstances.
- The core family issues bringing the child into dependency were not addressed **on home visits or in case documentation.**
- **Behavior change poorly monitored** with providers and other case participants.
- **Supervisory reviews** either failed to identify the issues or more likely repeated prior concerns without resolution.

Eckerd Rapid Safety FeedbackSM Review Process

- 100% sample of cases reviewed with a child <3 and in-home owing to severity of local history.
- All cases with an identified **safety concern** are **staffed within 1 business day.**
- Staffings are focused on Supervision- **follow up tracked to completion.**
- Cases **reviewed every quarter** until closure or youngest child turns three.

- Improved **Safety Plans** – 25%
- Improved **Home Visit Quality** - 26%
- Improved **Case Supervision** by unit Supervisor - 29%
- **Reduction in** the number of cases that require a **Safety Staffing** – 40%
- **Improved child safety** in all in-home cases – 22%
- Most Importantly- *No Abuse Related Deaths*

- Positive feedback from line staff due to *shared risk* and staffing process “*mentoring and coaching*”
- Change field perspective of QA: large case sample with *critical thinking questions* vs. small case sample of compliance driven questions
- *HIGH* level of interaction between line staff and quality staff – **WE ARE A TEAM**

- **Adopted by Florida DCF.**
- Approach **modified for investigations.**
- **Eckerd** is applying process to other Child Welfare Challenges:
 - **Returns to Care**
 - **Delayed Permanency**
 - **Re – Abuse**

- **National Foundation for Youth** – Share solution with 4 states at no cost.
- Models can be built for **investigations and / or on-going case work.**
- Access to the SACWIS Data.
- Access to Connecticut fatality cases and/or QA Reviews of those cases.
- Six to Eight weeks for research, initial set up and initial training.

The first name in second chances.SM



Thank you

Visit us at www.Eckerd.org

Facebook:

www.facebook.com/eckerd youth

Twitter:

www.twitter.com/eckerd youth





CT ERSF: Learning Together from the Past, Positively Impacting the Present

Connecticut Eckerd Rapid Safety Feedback® Fact Sheet

History of Eckerd Rapid Safety Feedback® (ERSF)

- ❖ Eckerd Youth Alternatives Inc. (Eckerd), a Florida Community Based Care Lead Agency, developed ERSF in response to child maltreatment deaths on open CPS cases.
- ❖ 100% case review was conducted on all open CPS cases. Three critical case practices were identified that, when completed to standard, could reduce the probability of serious injury or death: **quality safety planning, quality supervisory reviews, and quality and frequency of home visits.**
- ❖ Eckerd® contracted with Mindshare, a child welfare technology company, to produce real time data and agency performance dashboards. This allows cases to be mined in real time for the common risk factors identified with cases at high risk for child critical incident or fatality.ⁱ

CT Eckerd Rapid Safety Feedback® (CT-ERSF) Case Support Components

- ❖ Predictive Score
- ❖ Qualitative reviews: Focus on the three critical case practices utilizing 9 Guiding Questions at the beginning (7th -10th day) and end (35th -38th day) of the Intake phase of the work and ongoing reviews.
- ❖ “Staffings:” Teleconference between AOSW + AOSWS and CT=ERSF staff within 1 business day, *only if unaddressed safety concerns are identified during reviews.*
- ❖ Action Tasks: Develop, if necessary, during Staffings to support safety + close potential gaps.

Benefits of ERSF for DCF Families and Staff

- ❖ Shared responsibility + support in case work decisions: ERSF team as partners + community providers as collaborators in identifying/implementing appropriate services for high risk cases.
- ❖ Another “tool” in staff “tool box”: additional support to help keep children safe and healthy.
- ❖ Supports the shift to a more pro-active work environment: preventative + prospective – real time rather than retrospective.
- ❖ Continuous improvement + standardization in casework practice with respect to child maltreatment risk: prioritization of high risk cases + prioritization of services to highest risk cases.
- ❖ Positive impact on children and families: contributes to reducing child maltreatment fatalities and severe maltreatment + increased safety and health of all CT children.
- ❖ Increased knowledge and skills of staff: self-awareness + core knowledge of culturally and linguistically appropriate services + focus on relationship and engagement + effectiveness of supervisory reviews/ consults + follow-up on critical tasks requiring completion.

¹ Lindert, Bryan, Eckerd Youth Alternatives Inc., Summary and Replication Information, <http://static.eckerd.org/wp-content/uploads/Eckerd-Rapid-Safety-Feedback-Final.pdf>, 1.

CT ERSF Nine Guiding Questions

1. Is family history sufficiently assessed and incorporated into decision-making?
2. Are face to face contacts with families made with sufficient frequency to assess family circumstances and emerging dangers?
3. Are interviews and observations sufficient to assess child needs and how they contribute to family dynamics?
4. Are initial and/or ongoing assessments sufficient to identify and address parent needs?
5. Is communication and collaboration with partners/stakeholders sufficient to gather and share all pertinent information?
6. Are safe sleep assessment and discussions of sufficient quality to protect children from unsafe sleep conditions?
7. Do documented observations of interactions between the parent/caretaker and child sufficiently inform assessment of child safety?
8. Are safety actions implemented which are sufficient to prevent maltreatment?
9. Does the supervisory review identify gaps and provide appropriate and sufficient guidance regarding all of the above? Is accountability to that guidance ensured?

DCF Office for Research and Evaluation CT-ERSF Team

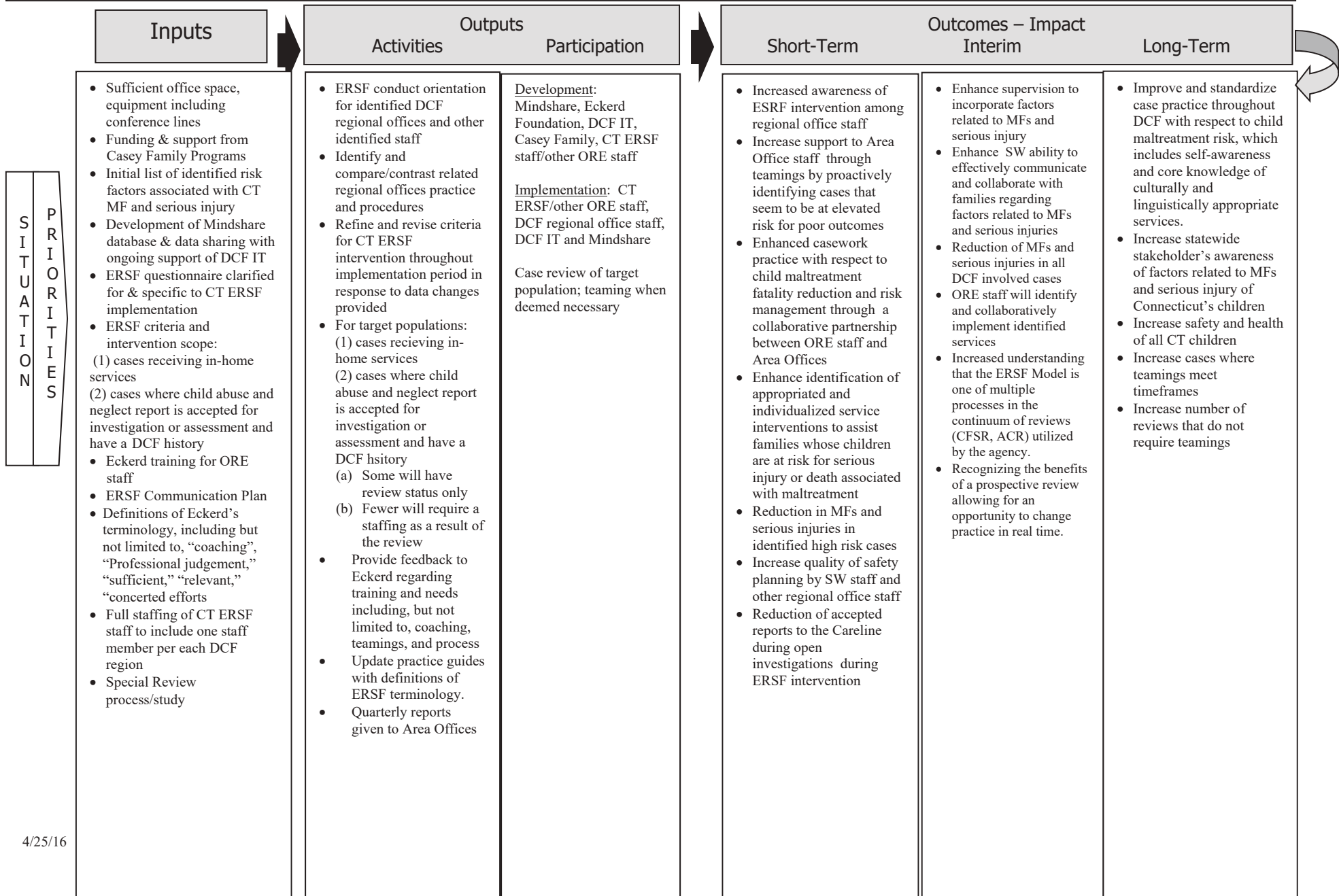
Staff	Direct Telephone	Conference Number	Participant Code
Korin Campbell, CSWA	(860) 550-6347	866-910-0922	22104451
T’Kai Howard, CSWA	(860) 550-6535	866-815-5361	32992116
Laura Meyers, CSWA	(860) 550-6602	866-707-8031	33208718
Ursula Moreshead, CSWA	(860) 560-5072	866-732-9952	28015255
Lisa Turner, CSWA	(860) 550-6625	866-423-8052	51108849
Lisa Hofferth, QA Manager	(860) 550-6459	866-742-0631	56586046
Tracy Lovell, PM	(860) 560-5030	866-742-0631	56586046


CT Office for Research and Evaluation Eckerd Implementation Teams

Region 1	Region 3	Region 4
Laura Meyers & Lisa Turner	T’Kai Howard & Ursula Moreshead	Korin Campbell & Laura Meyers

Program Title: CT Eckerd Rapid Safety Feedback (ERSF)

Situation Statement: Connecticut has experienced maltreatment fatalities (MF) involving children ages 0–3 among active and previously DCF-involved families. Stakeholders and advocates of child welfare have joined DCF in recognizing that this is an urgent, multisystem issue that requires immediate remediation. Factors related to MF include: Substance abuse, mental health, age of parents, age of child, intimate partner violence (IPV), infant sleeping arrangements, high risk/medically complex infants, caseworker visits with parents, quality of the assessment of parents' needs, case history, prevalence related to the cause of death, and identified perpetrators (DCF Office for Research & Evaluation, 2014). Other states have experienced child maltreatment fatalities and are implementing ERSF to address the issue: Hillsboro County, FL, Maine, Alaska, Arkansas, and Oklahoma.






Assumptions

Theoretical Assumptions:

ERSF, as implemented in Hillsborough County, FL eliminated child maltreatment fatalities in one year, however there are no empirical data to support the efficacy of the model. CT's implementation of the ERSF model will further inform the research as to the impact on CMF's.

Pragmatic Assumptions:

- Research methods must account for regional differences in practice, and ERSF implementation and overall outcomes
- DCF staff's skills, values, and knowledge vary greatly and will most likely impact the results of the ERSF. intervention
- Varied staff experience and self-awareness to engage the family in increasing safety and well-being for children including knowledge of culturally and linguistically appropriate interventions
- Regional differences: populations served, regional environment of staffing, case practice, depth of staffing and program support, level of integration/commitment of each region's program/supervisory staff



External Factors

- Limited staffing due to CT budget constraints
- Risk Tolerant vs. risk averse organizational culture
- Family's right to self-determination
- "Regional staff views of ERSF intervention: helpful versus "yet another initiative."

EVALUATION PLAN:						
Questions: <i>Exactly what do you want to know?</i>	Indicators: <i>How will you know it?</i>	Timing: <i>When and how often should we collect data?</i>	Data Sources:	Collection Methods:	Population/Samples:	Instruments:
FOCUS:						
	1a.					
	1b.					
	1c.					
FOCUS:						
	2a.					
	2b.					
	2c.					
FOCUS:						
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	4a.					
	4b.					
	4c.					
FOCUS:						
	5a.					
	5b.					
	5c.					

References

DCF Office for Research & Evaluation, C. (2014). *Birth to Three Study Report: Fatalities and Controls for Children Birth to Three Years; January 2005 - May 2014*. Hartford.



CT Department of Children and Families
Office for Research and Evaluation

CT Eckerd Rapid Safety Feedback (CT-ERSF): Informational Session

Presenters:

Office for Research and Evaluation ERSF Team

INTRODUCTIONS

Break the Ice!

ECKERD RAPID SAFETY FEEDBACK INFORMATIONAL SESSION CONTENT

- ▶ Introductions
- ▶ Brief History of Eckerd Rapid Safety Feedback (ERSF)
- ▶ ERSF Today
- ▶ Primary Components of the ERSF Model
- ▶ CT Implementation of ERSF
- ▶ Mindshare
- ▶ ERSF Process

INTRODUCTIONS

Who Are We?

➤ The Office for Research and Evaluation (ORE)

CFSR – Child and Family Services Reviews, Information and Reporting, Out-of-Home Evaluation, Research, Performance Reviews, and Risk Management

➤ Risk Management

- Significant Events + Critical Incidents
- CT Eckerd Rapid Safety Feedback

CT-ERSF INFORMATIONAL SESSION OBJECTIVES

- ▶ During this Informational Session, you will:
 - Learn about the ERSF Model and how it works
 - Understand the purpose of the ERSF Model
 - Know what to expect when your case is identified for review
 - Know what to expect during an ERSF Staffing
 - Learn the roles of the AOSW team and the ERSF team
 - Recognize the benefits of ERSF for DCF, families and staff

ECKERD RAPID SAFETY FEEDBACK BRIEF HISTORY

- ▶ Eckerd Youth Alternatives Inc.(Eckerd) is a Florida Community Based Care Lead Agency managing three counties.
- ▶ Eckerd Rapid Safety Feedback (ERSF) was developed in response to Nine child maltreatment deaths on open CPS cases in less than 3 years.
- ▶ A 100% case review was conducted on all open CPS cases. Three critical case practices were identified that, when completed to standard, could reduce the probability of serious injury or death.
 - Quality safety planning
 - Quality supervisory reviews
 - Quality and frequency of home visits

ECKERD RAPID SAFETY FEEDBACK

BRIEF HISTORY

Initial Results

- ▶ No abuse related deaths since implementation of Eckerd Rapid Safety Feedback
- ▶ 22% improvement in nine critical case practices standards
- ▶ Quality Assurance staff are now directly aiding case practice in real time

ECKERD RAPID SAFETY FEEDBACK TODAY

- ▶ CT is one of 5 states chosen to implement ERSF
 - Alaska, Maine, Oklahoma, and Illinois
- ▶ ERSF recommended by the Federal Commission to Eliminate Child Abuse and Neglect Fatalities (CECANF).

ECKERD RAPID SAFETY FEEDBACK

BRIEF SUMMARY OF MODEL

- A prospective qualitative case review process aimed at reducing the likelihood of child maltreatment fatalities or severe maltreatment, in real time.

CT-ERSF MODEL: PRIMARY COMPONENTS

1. Mindshare Prediction – cases assigned a probability level for a life threatening episode
2. Qualitative Case Review
3. Staffing with assigned social worker and supervisor, only when necessary

CT-ERSF MODEL: PRIMARY COMPONENT 1

Mindshare Prediction Overview

- ▶ Case data from LINK are mined in real time for critical risk factors that predict cases with a probability of child maltreatment fatality or severe maltreatment.
- ▶ Mindshare provides system overlay software that produces real time data and agency performance dashboards.

CT-ERSF MODEL: PRIMARY COMPONENT 2

Overview of Qualitative Case Review

CT-ERSF team will:

- ▶ Conduct qualitative case reviews on cases identified by the Mindshare Prediction
- ▶ Review case history + current case information using the CT Nine Guiding Questions
- ▶ Maintain ongoing review process

CT-ERSF MODEL: PRIMARY COMPONENT 3

Staffing Overview

- ▶ An ERSF Staffing will be held, if necessary, with the Area Office Social Worker and Supervisor and the CT ERSF team
- ▶ Safety issues identified during case review principally determine if a staffing is necessary

WHY BRING ERSF TO CT?

CT Data:

Fatalities Study: Children Ages 0-3, January 2005-May 2014,
Office for Research and Evaluation

Special Qualitative Reviews and other State specific data

Purpose:

Continuous Quality Improvement to reduce the likelihood of child maltreatment fatalities + severe maltreatment in real time.

Value:

ERSF aligns with CT's relational philosophy, strengths-based approach, using a proactive/ prospective lens.

Encompasses DCF Partners in Change

WHY BRING ERSF TO CT?

Benefits:

CT-ERSF has benefits for children and families + DCF staff + the work of the Department.

How Will ERSF Benefit CT Children and Families?

Additional support and focus that will:

- ▶ Help to keep children safe and healthy
- ▶ Contribute to reducing the likelihood of child maltreatment fatalities and severe maltreatment
- ▶ Foster increased communication and collaboration

HOW WILL CT-ERSF BENEFIT DCF STAFF?

- ▶ Further assists staff to prioritize high risk cases
- ▶ Further helps to prioritize services to highest risk cases
- ▶ Adds another “tool” to staff’s “tool box”
- ▶ Further focuses on the importance of relationships and engagement
- ▶ Reinforces decision-making guided by best interest of child
- ▶ Shares responsibility + support in case work decisions
- ▶ “Preventative” + Prospective – Real Time rather than retrospective

HOW WILL CT-ERSF BENEFIT DCF'S WORK?

Support further improvements in:

- ▶ Case practice specific to safety and documentation.
- ▶ Quality of contacts by Social Workers with families and children.
- ▶ Effectiveness of supervisory reviews/consult and follow-up on critical tasks that require completion.

Support the shift to a more pro-active/ prospective work environment, positively impacting children and families.

GETTING READY FOR CT-ERSF

- ▶ Eckerd On Site Training
- ▶ Ongoing consultation from Florida + Maine Eckerd Staff
- ▶ Coaching calls with Florida Eckerd
- ▶ Attending DCF Academy for Workforce Development courses
- ▶ Shadowing in Area Offices
- ▶ Utilizing collective experiences within DCF (Area Offices, Facilities, Central Office, etc.)

LAUNCH DATE:

Monday, October 3, 2016

HOW WILL ERSF BE LAUNCHED IN CT?

ERSF Implementation Teams

- ▶ Collaborative On-Site Team to foster continued partnership and collaboration and provide mutual support
- ▶ Forum to:
 - Highlight strengths and promising case practice
 - Address any challenges that arise
 - Respond to questions subsequently posted to ERSF FAQ on SharePoint
 - Share data based on qualitative case reviews and staffings
 - Allow for continuous quality improvement of the process

ERSF IMPLEMENTATION TEAMS:

Continuous Quality Improvement is a Continuous Journey

“Excellence
is not a destination;
it is a continuous
journey that
never ends.”

Brian Tracy

SUCCESSFUL IMPLEMENTATION OF CT-ERSF

Partnership

- ▶ Communication
- ▶ Flexibility



Shared Responsibility Review Process

- ▶ Documentation per DCF Policy 31-8-8
- ▶ Timely review

CT-ERSF

CT Nine Guiding Questions

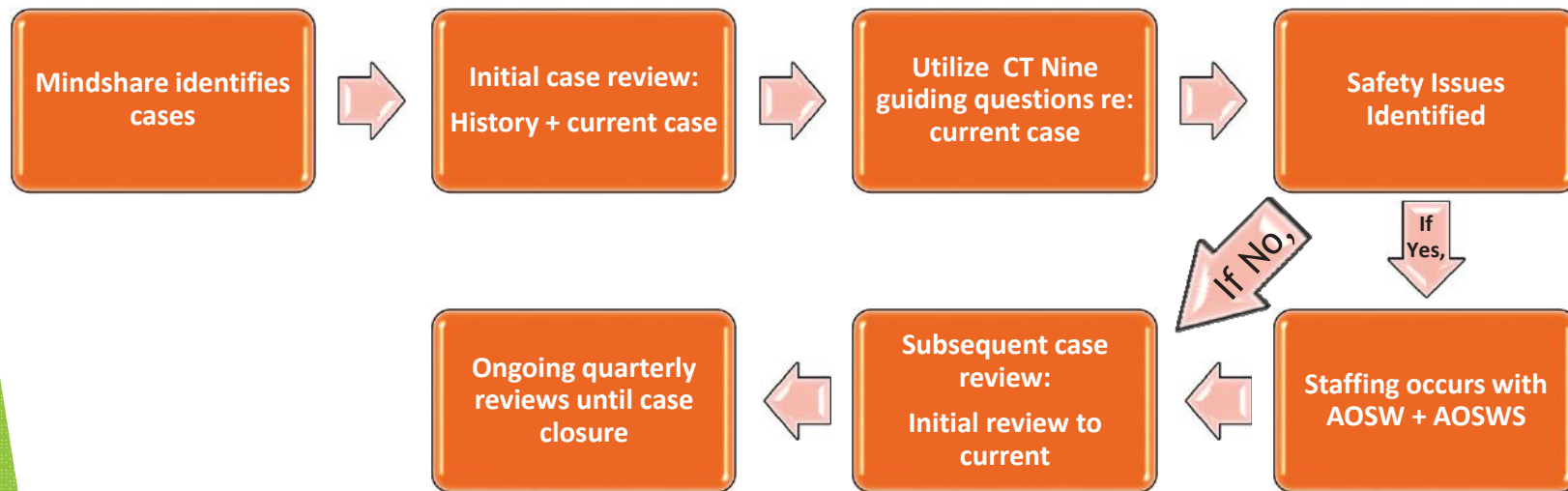
1. Is family history sufficiently assessed and incorporated into decision-making?
2. Are face to face contacts with families made with sufficient frequency to assess family circumstances and emerging dangers?
3. Are interviews and observations sufficient to assess child needs and how they contribute to family dynamics?
4. Are initial and/or ongoing assessments sufficient to identify and address parent needs?
5. Is communication and collaboration with partners/stakeholders sufficient to gather and share all pertinent information?

CT-ERSF

CT Nine Guiding Questions (cont'd)

- 6. Are safe sleep assessment and discussions of sufficient quality to protect children from unsafe sleep conditions?
- 7. Do documented observations of interactions between the parent/caretaker and child sufficiently inform assessment of child safety?
- 8. Are safety actions implemented which are sufficient to prevent maltreatment?
- 9. Does the supervisory review identify gaps and provide appropriate and sufficient guidance regarding all of the above? Is accountability to that guidance ensured?

PROCESS FLOW



CT-ERSF PHASE 1

**INTAKE
NEW + REOPEN CASES**



MY INTAKE CASE WAS CHOSEN, WHAT NOW?

Email to inform Intake SW and SWS of case identified

SW ensures that all documentation is up to date in the electronic case record and enters information in Protocol within 5-days

Within day 7-10 (of the 45-days), ERSF team completes initial case review, utilizing CT's Nine Guiding Questions

Email to notify SW + SWS of ERSF review completion and whether or not an ERSF Staffing is necessary

If safety issues are identified, ERSF Staffing occurs either same day or within 1-business day via teleconference

CT-ERSF STAFFING

Debrief Emerging
Dangers and
Safety Issues

Develop Action
Tasks

Determine Time
Frames for
Completion

Identify Case
Practice Strengths
and Promises

Discuss Areas for
Improvement

CT-ERSF STAFFING

TAKING ACTION

- ▶ During the ERSF Staffing, Action Tasks are mutually identified as a team.
- ▶ DCF Social Worker informs the ERSF Team when identified Action Task(s) will be completed.
- ▶ Any barriers to completing the Action Tasks should be communicated to the ERSF Team before the due date.

CT-ERSF STAFFING

Accountability Staffing

Premise:

- ▶ Action Tasks are developed to ensure safety

Why and When:

- ▶ An accountability staffing is held immediately only when Action Task(s) is (are) not completed by the due date

Who participates:

- ▶ Office for Research and Evaluation: Director + ERSF Program Manager
- ▶ Area Office: Case assigned supervisory + management team

FOLLOW UP

Between day 35-38 (of the 45-days), ERSF team re-reviews case using the CT Nine Guiding Questions

Determine whether there are safety concerns necessitating an ERSF Staffing

If ERSF Staffing is necessary, AOSW + AOSWS are contacted to schedule a staffing

Case transferred: Quarterly ERSF reviews until case closure OR
Case closed: ERSF reviews end

WHAT WILL ERSF LOOK LIKE IN CT?

ONGOING SERVICES

I am currently in Ongoing Services. What about those cases?

- ▶ These cases will be added during a later phase of implementation in your region.

Key Points:

- ▶ The process will remain constant but timeframes may vary.
- ▶ ERSF Implementation Teams will serve as the forum this phase of implementation.
- ▶ ERSF team will be available to provide Informational Sessions to Ongoing Services staff.

ORE CT-ERSF QUALITY ASSURANCE

- ▶ Audio recording of ERSF Staffing calls
- ▶ Inter-rater Reliability – consistency among reviewers
- ▶ Fidelity to the ERSF model through ongoing consultation
- ▶ Evaluated during Eckerd site visits
- ▶ Data and reports from Mindshare
- ▶ Feedback from Area Office Staff (ERSF Implementation Teams)

EVALUATION OF ERSF

- ▶ CT is participating in the evaluation of the ERSF Model with other states
- ▶ Partners: Eckerd, Casey Family Programs, Maine ERSF team, and Private Consulting firm
- ▶ Focus of evaluation includes ERSF Model fidelity
- ▶ Evaluation process will solicit feedback from Area Office staff

Q & A



“Happiness does not come from doing easy work, but from the afterglow of satisfaction that comes after the achievement of a difficult task that demanded our best.”

~Theodore Rubin

ORE CT-ERSF TEAM

Staff	Direct Number	Conference Number	Participant Code	Implementation Teams
Korin Campbell, CSWA	(860) 550-6347	866-910-0922	22104451	Region 4
T’Kai Howard, CSWA	(860) 550-6535	866-815-5361	32992116	Region 3
Laura Meyers, CSWA	(860) 550-6602	866-707-8031	33208718	Regions 1 & 4
Ursula Moreshead, CSWA	(860) 560-5072	866-732-9952	28015255	Region 3
Lisa M. Turner, CSWA	(860) 550-6625	866-423-8052	51108849	Region 1
Lisa Hofferth, QA Manager	(860) 550-6459	866-742-0631	56586046	
Tracy Lovell, PM	(860) 560-5030	866-742-0631	56586046	

ACKNOWLEDGEMENTS

- ▶ This training is based on Eckerd Rapid Safety Feedback: A New Approach to Fatal Maltreatment Reduction and Quality Improvement, (Eckerd Kids, Lindert & Barlow, 2016)
- ▶ Rapid Safety Feedback Blue Ribbon Commission on Child Protection, March 10, 2014,
(<http://file.lacounty.gov/SDSInter/bos/supdocs/83688.pdf>)
- ▶ Commission to Eliminate Child Abuse and Neglect Fatalities, 2016
(<https://eliminatechildabusefatalities.sites.usa.gov/files/2016/03/CECANF-final-report.pdf>)

THANK YOU!

YOUR PARTNERSHIP IS INVALUABLE!



Vannessa L. Dorantes
Commissioner

DEPARTMENT of CHILDREN and FAMILIES

Making a Difference for Children, Families and Communities



Ned Lamont
Governor

November 30, 2021

Eli Pales

Delivery via email to eli.pales@YLSCLinics.org

Media Freedom & Information Access Clinic

Abrams Institute

Yale Law School

P.O. Box 208215

New Haven, CT 06520

Dear Mr. Pales:

The Department has researched your follow up questions. The responses to your inquiry are as follows:

1. Was there internal discussion on whether to adopt the software or whether to stop using it?
Do you have any records discussing the decision to discontinue using the algorithm?
Do you have records discussing how the grant was acquired to fund these programs?

The decision to terminate with Mindshare was largely tied to resources and staffing. The Department had only implemented the model in 3 regions. In order to expand, the Department would have need to double the staff (who were clinicians). This was not feasible when weighing the cost-benefits.

See additional documents attached.

2. Did you have any documents to analyze how well the algorithm worked? Do you have any insight into whether the software worked well? Do you know how many additional children were flagged for intervention that would not have been had the software not been used?

The algorithm was not intended to protect children or to reduce the frequency of improper intervention. The algorithm provided a rank order of likelihood based on the jurisdiction's question. The algorithm correctly identified what we asked, based on how it was informed from the data and questions.

STATE OF CONNECTICUT

Phone (860) 550-6399 - Fax (860) 730-8389

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The algorithm was a secondary focus. The primary focus was the Eckerd Rapid Safety Feedback Model which provided real-time quality assurance, coaching and mentoring to frontline staff as

the investigation or assessment unfolded. The model itself was the intervention intended to produce change. We were not able to complete a robust formal evaluation to assess its efficacy.

3. Is there a way to get the source code for the data. If not, is there any way to see which factors had the greatest weight in the algorithm?

The source code and algorithm is proprietary to Mindshare and would not be disclosable under the Freedom of Information Act. However, I have been informed that the Department did not host the software and does not have access to the source code or algorithm.

I hope you find this information helpful.

Lynn M Hebert



Staff Attorney

(860) 249-3059

Lynn.hebert@ct.gov



Vannessa Dorantes
Commissioner

DEPARTMENT of CHILDREN and FAMILIES

Making a Difference for Children, Families and Communities

Division of Contracts Management

505 HUDSON STREET
HARTFORD, CONNECTICUT 06106



Ned Lamont
Governor

November 5, 2019

Mr. Bryan Lindert
Eckerd Youth Alternatives
100 Starcrest Drive
Clearwater, FL 33765

Dear Mr. Lindert:

In accordance with Part II, Section D.6 (a), please accept this notice as the Department's intent to terminate the current Memorandum of Agreement between our agencies. This termination shall be effective on December 31, 2019.

Please be advised that this termination in no way reflects deficiencies on your part or dissatisfaction with the nature of our partnership. Instead, fiscal and staffing constraints, combined with the overall need for clinical support services across the State have required us to take inventory of our resources and make adjustments to address these constraints.

We thank you for your willingness to partner with the Department on this initiative.

If you have any further questions, please feel free to contact Treena Mazzotta. She may be reached at 860 550-5065 or Treena.Mazzotta@ct.gov.

Sincerely,

A handwritten signature in black ink that reads 'Melanie Sparks'.

Melanie Sparks
Director
Division of Contracts Management
The Department of Children and Families

ec: Treena Mazzotta, Department of Children and Families
David Barry, Department of Children and Families

HEBERT, LYNN

From: ZHAN, WEIHAI
Sent: Tuesday, October 15, 2019 4:13 PM
To: MAZZOTTA, TREENA
Subject: RE: Meeting follow up

Hello Treena,

The preliminary results found by Eckerd do provide promising evidence on the reduction of recurrence. Since this analysis does not give us a big picture regarding regional difference (i.e., RSF regions vs. non-RSF regions), I then conducted a quick comparison using ROM data. Please see the following figure. We see that the recurrence rate for RSF region remained relatively stable before (01/2015 – 09/2016) and after (12/2016 – 12/2018) the implementation of RSF, while the recurrence rate decreased from 7.3% (before RSF implemented in regions 1, 3, 4) to 6.4% (after RSF implemented in regions 1, 3, 4) for Non-RSF regions (region 2, 5, 6). This preliminary analysis does not support the effectiveness of RSF on maltreatment recurrence which is inconsistent with Eckerd's results. However, it should be noted that both analyses are preliminary comparison.

Maltreatment Recurrence Rates (6-Month)
Before and After RSF for RSF- and Non-RSF-Region



Considering the inconsistent results, I would suggest a full comprehensive evaluation of the RSF which should use more rigorous study methods and examine more outcomes including serious injuries (the primary outcome for the implementation of RSF), if the Department has not made decision yet (regarding continue or discontinue the program). Please feel free to let me know if you have any additional questions. Thanks a lot!

Weihai

From: MAZZOTTA, TREENA
Sent: Tuesday, October 15, 2019 1:33 PM
To: ZHAN, WEIHAI <WEIHAI.ZHAN@ct.gov>
Subject: FW: Meeting follow up

Hi Weihai,

Since we had discussed this and you were very helpful, I wanted to forward along additional feedback and discussion to see if you had any particular thoughts.

From: Cody Hiatt [<mailto:CHiatt@eckerd.org>]
Sent: Tuesday, October 15, 2019 1:23 PM
To: Elizabeth Parker <EParker@casey.org>; Bryan Lindert <BLindert@eckerd.org>
Cc: Jason Williams (anjrw@u.washington.edu) <anjrw@u.washington.edu>; Peter Pecora <PPecora@casey.org>; Christine Barsanti <CBarsanti@eckerd.org>; MAZZOTTA, TREENA <TREENA.MAZZOTTA@ct.gov>
Subject: RE: Meeting follow up

I can speak to point 2.

I used the overall chi-square test of independence to justify looking at the individual cell contribution. For the significant/borderline results I looked at the standardized residuals to investigate contribution. The cell "had review – had recurrence" occurred significantly less than expected according to the standardized residuals. This was the case for all of the significant chi-squared results.

Looking forward to further dives into promising data!

Cody Hiatt, PhD
Senior Data Analyst



ECKERD CONNECTS |
100 Starcrest Drive | Clearwater, FL 33765
C: (919) 695-1392
E: chiatt@eckerd.org

From: Elizabeth Parker [<mailto:EParker@casey.org>]
Sent: Tuesday, October 15, 2019 12:54 PM
To: Bryan Lindert
Cc: Jason Williams (anjrw@u.washington.edu); Peter Pecora; Cody Hiatt; Christine Barsanti; TREENA.MAZZOTTA@ct.gov
Subject: RE: Meeting follow up

Hi Bryan.

Many thanks to you, Cody, and the MindShare team for conducting this analysis. The data look fascinating. We only had a few comments:

- ☐ **Congratulations** to everyone – reducing the rate of recurrence by about half appears to be a promising preliminary finding!
- ☐ Can the team provide a little more information on the chi-square tests so we know the source of the significant result? (See Jason's comments below.)
- ☐ This seems like the perfect time for the CT team to undertake a more complex analysis because the results are fairly descriptive at this stage and they have the data to explore the outcomes more.

Comments derived from Jason's recent e-mail:

Chi-square is often a misunderstood statistic. Chi-squares tell you if your contingency table differs from random, i.e., is there an equivalent distribution across cells? So in a 2X2 chi-square test, a significant chi-square will arise from one cell being significantly higher or lower than expected, or two cells, or possibly even 3 cells. It won't tell you *which* cell is beyond expected, or how many cells.

When your question is about which group (say, your rows) actually has a higher proportion in the column of interest, you really need to do a direct comparison of those rates, or a 2-cell chi-square. Not knowing what they did here, we can't really interpret those chi-square results.

That said, halving the rate of recurrence seems clinically significant, and you could probably hand calculate the chi-square based on the provided cell counts. And the apparent implementation issues are consistent with what we saw in Maine.

Hope this is useful.

Liz and Peter

From: Bryan Lindert <BLindert@eckerd.org>
Sent: Thursday, September 26, 2019 2:56 PM
To: Peter Pecora <PPecora@casey.org>
Cc: Christine Barsanti <CBarsanti@eckerd.org>; Cody Hiatt <CHIatt@eckerd.org>
Subject: FW: Meeting follow up

Peter:

Some good outcomes Cody has been working on diligently with Mindshare as a result of my meetings there last week and what came up on our last call. I wanted to forward for your thoughts and questions. We sent to CT earlier today. There has been a total program change at the executive level and Susan is no longer over the project (replaced by Treena Mazotta). I think the administration change may be catching us up in its cross hairs, but I hope these results are persuasive to the new team.

I know MS is working on OK as we speak, but this was a significant outlay of our mutual time over the last several days.

-Bryan

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