

3. Executive Team

The Executive Team consists of the Directors of the OCFS and OSA, as well as the Chief Judge of the Maine State District Court. These individuals System shall act in an executive capacity for the SAFER Initiative.

4. SAFER Committee

The SAFER Committee is the main planning body of the SAFER Initiative. It is comprised of state and local system representatives, and includes providers, consumers, community agencies, tribal representatives, and advocacy groups.

5. Work Groups and Sub-Committees

The SAFER Committee shall establish work groups or sub-committees that are composed of SAFER Committee members and other individuals as required to develop and implement specific products outlined in the work plan or as may otherwise be identified.

Support for the SAFER Initiative may be provided through separate agreements among the parties. Support shall be provided through in-kind and direct resources as determined by the Executive Team.

B. Mutual roles and responsibilities between the parties for resource allocation

Nothing in this agreement shall be construed as obligating agencies to expend funds or be involved in any obligation for future payment of money or provision of resources. This instrument is neither a fiscal nor a funds-obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for federal procurement, assistance, and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority.

The foregoing paragraph notwithstanding, and subject to other federal and/or state provisions, the parties do agree to commit resources that enhance priority access to services by families engaged in the child welfare system, maximize cross system funding opportunities and fund leveraging between the parties, and ensure a commitment to resource sustainability.

VII. General Terms and Conditions of Agreement

A. Term of Agreement

The term of this agreement shall commence on July 1, 2007 and remain in full force and effect unless terminated as provided herein.

B. Termination of Agreement

Either party may terminate this agreement by giving forty-five (45) days written notice to the other parties. The terms of this agreement may be renewed or renegotiated upon written mutual consent of the parties.

C. Amendments

This agreement may be amended by mutual consent of the parties. Amendment within the scope of this collaborative agreement shall be made by formal consent of all parties, by the issuance of a written amendment, signed and dated by the parties.

D. Exhibits

The following exhibits are attached to this agreement and incorporated by reference:

- Exhibit A – Initial Work plan
- Exhibit B – Comprehensive Multi-Year Workplan
- Exhibit C – Roster of the SAFER Initiative participants

B. Meeting and Communications

Meetings and communications among the parties of this agreement shall be conducted in the following manner:

1. The SAFER Initiative shall meet, at a minimum, on a bi-monthly basis or more frequently as required. The purpose for SAFER Initiative meetings is to facilitate on-going inter-agency planning and collaboration, and will be used to identify needs, seek input, and develop strategies for improved policy and practice. The agenda and format for SAFER Initiative meetings shall be developed by the Executive Team or their designees and will be sent to the SAFER Initiative in advance of the meeting. DHHS or designee shall take responsibility for the logistical requirements of these meetings.
2. The Executive Team shall meet at least quarterly or more frequently as required to review the provisions and operations set forth in this agreement. These meetings shall be held either in person or through teleconference, and minutes will be distributed and kept on file by DHHS or designee.
3. Work Groups or Sub-committees shall meet as-needed. Agendas for the work groups shall be developed and sent to work group members in advance of the meeting. Minutes of the work group meetings shall be sent to the SAFER Initiative and kept on file by DHHS or designee.
4. The Commissioner of the Department of Health and Human Services and the Chief Judge of the District Court shall convene at least once annually to receive a report from the Departments and to determine what future actions, if any, may need to be taken.

C. Approvals

This document has been reviewed and approved as to form.

E. Notice

Notice to the parties in connection with this agreement shall be given personally or by regular mail addressed as follows:

Commissioner Brenda Harvey
 State Department of Health and Human Services
 221 State Street
 Augusta, Maine 04333

Honorable John C. Nivison, Chief Judge
 Maine District Court
 163 State House Station
 65 Stone Street
 Augusta, Maine 04330

IX. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first hereinabove written.

BY: _____
 Brenda Harvey, Commissioner
 Department of Health and Human Services

Date

BY: _____
 Hon. John C. Nivison, Chief Judge
 Maine District Court

Date