

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION
FOR FISCAL YEAR 2021-2022**

This Agreement, entered into this ____ day of _____, 2021, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Humboldt State University Sponsored Programs Foundation, on behalf of California Center for Rural Policy (“CCRP”), hereinafter referred to as “CONTRACTOR,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Child Welfare Services (“DHHS – Child Welfare Services”), desires to retain a qualified professional to serve as the compliance monitor for the Stipulated Supplemental Judgment entered in *People of the State of California v. DHHS*, Humboldt County Superior Court Case Number CV180143, on May 28, 2021, a copy of which is attached hereto as Exhibit D and incorporated herein; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, the Stipulated Supplemental Judgment requires the retention of a third-party compliance monitor; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the compliance monitoring services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the DHHS – Child Welfare Services Director, or a designee thereof, hereinafter referred to as “Director.”

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until June 30, 2022, unless sooner terminated as provided herein (the “initial term”). COUNTY has the option to extend this Agreement upon the same terms and conditions for one (1), one-year (1-year) term (the “extension term”). Said option may be exercised by COUNTY by giving CONTRACTOR written notice of its intent to extend the Agreement. The notice shall be in writing and shall be given to CONTRACTOR thirty (30) days prior to the end of the initial term of the Agreement.

3. TERMINATION:

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with

the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Hundred Fifty Thousand Dollars (\$150,000.00). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement within thirty (30) days after the end of each month. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Invoices shall be prepared using a format that is substantially similar to the format set forth in Exhibit C – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Child Welfare Services
Attention: Financial Services
507 F Street
Eureka, California 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Child Welfare Services
Attention: Amanda Winstead, Child Welfare Services Director
2440 Sixth Street
Eureka, California 95501

CONTRACTOR: Humboldt State University Sponsored Programs Foundation
Attention: Kacie Flynn, Executive Director
1 Harpst Street
Arcata, California 95521

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those

matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR shall cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. CONTRACTOR hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any

program or activity receiving local, state or federal financial assistance because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. COUNTY reserves the right to monitor the services provided hereunder in order to ensure compliance with the requirements of this provision.

- B. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. Each party shall hold harmless, defend and indemnify each other and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the other party's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by sole negligence or willful misconduct.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of

insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance

with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: Humboldt State University Sponsored Programs Foundation
Attention: Kacie Flynn, Executive Director
1 Harpst Street
Arcata, California 95521

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONTRACTOR agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONTRACTOR agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONTRACTOR agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

20. PROTOCOLS:

Both parties agree that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

21. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be

applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

24. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, CONTRACTOR shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

29. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

30. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. Any and all notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

31. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

32. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

33. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3(D) – Compensation upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

34. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

35. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and

shall be disregarded in construing or interpreting any of the provisions of this Agreement.

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

38. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

39. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

40. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION:

DocuSigned by:
Kacie Flynn
By: _____
Name: Kacie Flynn
Title: Executive Director

Date: 08/11/2021

COUNTY OF HUMBOLDT:

By: _____
Virginia Bass, Chair
Humboldt County Board of Supervisors

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: *Kelly Barns*

Risk Management

Date: 08-12-2021

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Sample Invoice Form
- Exhibit D – Final Supplemental Judgment

EXHIBIT A
SCOPE OF SERVICES
Humboldt State University Sponsored Programs Foundation
California Center for Rural Policy
For Fiscal Year 2021-2022

Background

The scope of work describes the responsibilities and activities of the California Center for Rural Policy (“CCRP”) as the third-party compliance monitor (“Monitor”) under the stipulated judgment entered into between the Office of the Attorney General of the State of California and the Humboldt County Department of Health and Human Services, Child Welfare Services (“DHHS-CWS”). The stipulated supplemental judgment was ratified by the Humboldt County Superior Court of the State of California on May 27, 2021. The role and functions of the Monitor as described in the stipulated supplemental judgment and form the basis for the proposed scope of work.

Under the stipulated supplemental judgment, the Monitor, at the sole discretion of the Attorney General’s Office, shall conduct a review and prepare a bi-annual written report for a period of one year to assess Humboldt County’s progress in implementing the terms of paragraphs 4, 6, subdivisions (B), (D), (F), (H), and (J), and 7 of the stipulated supplemental judgment, and make findings and recommendations if any are required. CCRP will work actively with the parties and their designated consultants to assure that requirements in the stipulated supplemental judgment are fulfilled.

The Monitor’s independent assessment of Humboldt County’s progress is directed to The Office of the Attorney General of the State of California and the County of Humboldt, including the Humboldt County Department of Health and Human Services, Child Welfare Services and the Humboldt County Board of Supervisors.

Approach to the Work

CCRP will work collaboratively with the parties to carry out the functions of the Monitor. In conducting all of the work, the CCRP will seek to comprehensively review and understand the policies and actions taken by DHHS-CWS and the results of those actions. CCRP will review and independently validate materials and data supplied by DHHS-CWS, supplemented by information CCRP will seek from the County’s designated consultants, community partners, Tribal leaders, and children and families involved with the child welfare system. We expect to meet with the County’s designated leadership team during the year on at least a monthly basis. Meetings can also be scheduled at any time as needed or requested by the Monitor, the County, or the Attorney General. CCRP will conduct its work on-site in Humboldt County. CCRP will observe all confidentiality protocols regarding individual case-level data and information and the confidentiality provisions of the stipulated supplemental judgment.

Services

The Monitor’s role is to:

- Review information and data available in CWS/CMS and on CWS’ Trello Board to evaluate CWS’ compliance with any provision of the stipulated supplemental judgment
- Verify application of the fidelity tools developed by DHHS-CWS in consultation with the child welfare expert and with reference to the qualitative case reviews
- Make reasonable requests to DHHS-CWS for any additional information or data needed to determine DHHS-CWS’ compliance with any provision of the stipulated supplemental judgment.
- Confer with community stakeholders, mandated reporters, educational representatives, medical representatives, Tribes, and/or other interested child welfare agencies or groups necessary to assess and evaluate DHHS-CWS’ compliance with any provision of the stipulated supplemental judgment.

- Consult with California child welfare experts, as necessary, to assist with any interpretation or application of any California child welfare law, regulation, rule or guidance
- Prepare a written report bi-annually regarding the status of Defendants' compliance with the provisions of this stipulated supplemental judgment. The Monitor's report shall detail the Monitor's findings and may make recommendations to assist DHHS-CWS in meeting the requirements of the stipulated supplemental judgment. Any such recommendations are non-binding and do not create any additional obligations not otherwise set forth in the stipulated supplemental judgment.
- Distinguish those policies and procedures that are considered "best practices" from those policies and procedures that are required by a California statute, regulation, or any other mandate in determining whether DHHS-CWS is in compliance with the stipulated supplemental judgment. The monitor shall further acknowledge that certain of the policies and practices implemented by DHHS-CWS constitute "best practices" with respect to complying with requirements set forth in the Child Abuse and Neglect Reporting Act, the applicable provisions of the California Welfare and Institutions Code, and Division 31 regulations set forth by the California Department of Social Services and that these "best practices" are intended to provide a higher level of child welfare practice that is not required by law to address the statutory violations alleged in this matter.

In addition, the Monitor will comply with the following:

- In the event that the Monitor's communication with the Attorney General's Office pertaining to the stipulated supplemental judgment requires the disclosure of the names and/or identities of confidential complainants or informants, the Monitor shall provide a redacted copy of non-confidential portions of the communication to CWS omitting the names and/or other identifiable information of the confidential complainants or informants within two (2) business days.
- At the sole discretion of the Attorney General's Office, the Monitor may be directed to prepare additional reports, memorandums, assessments, and/or analyses on specific provisions of the stipulated supplemental judgment. Copies of any additional reports, memorandums, assessments, and/or analyses prepared by the Monitor at the sole discretion of the Attorney General's Office shall be provided concurrently to counsel for CWS.

**EXHIBIT B
SCHEDULE OF RATES
SCOPE OF SERVICES**

Humboldt State University Sponsored Programs Foundation
California Center for Rural Policy
For Fiscal Year 2021-2022

Contractor agrees that the total maximum compensation for services and costs under this agreement shall be a maximum of One Hundred Fifty-Thousand Dollars (\$150,000). The contractor agrees to perform all services required by this Agreement for an amount not to exceed such dollar amount.

Contractor shall submit to County monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of the agreement by the twentieth (20th) day of each month.

Costs included in this contract would include personnel, local mileage, and indirect costs.

Personnel

Dawn Arledge, Executive Director at ~33% FTE*

Research Analyst at ~75% FTE*

Research Support at ~50% FTE*

*Exact percentages of time would be determined based on needs of the project, not to exceed total proposed personnel costs.

Estimated cost of personnel (inclusive of salary & benefits) = \$127,500

Local Mileage

Estimated cost of \$2,500 for local mileage to reimburse CCRP for travel to and from meetings.

Indirect Costs

The indirect cost rate that has been established for the County of Humboldt with Humboldt State University Sponsored Programs Foundation (HSU SPF) is 15%. Indirect costs include expenses such as administrative support; general and specialized insurance coverage; compliance and regulatory monitoring; personnel and payroll administration; accounting services; accounts payable and accounts receivable services; and independent audit services.

Estimated cost of 15% =\$20,000

Fluctuations of up to 10% of salary calculation to account for wage increases, new hires etc. are allowable if total amount of Personnel Costs Category does not increase.

Any shift of funds to or from the Personnel Costs Category must be approved in writing by COUNTY. CONTRACTOR may shift up to 20% of budgeted amounts between all other budget categories without prior written approval by COUNTY.

EXHIBIT C
Sample Invoice Format
 Humboldt State University Sponsored Programs Foundation
 California Center for Rural Policy
 For Fiscal Year 2021-2022

(Place on agency letter head)

INVOICE

Contractor Name
Contract Reference
Contractor Street Address
City, State, Zip Code

Invoice Date
Invoice Period
Invoice Number

Contact Name
Contact Phone Number

BUDGET DETAIL	BUDGET	Amount Expended Prior Periods	Invoice Amount	Amount Remaining after this invoice
	-			-
	-			-
	-			-
	-			-
Total Annual Personnel Costs:	-	-	-	-
ANNUAL OPERATING EXPENSES	AMOUNT			
	-			-
	-			-
	-			-
	-			-
	-			-
	-			-
	-			-
Total Annual Operating Expenses:	-	-	-	-
Indirect Expense (___% of salaries and benefits)	-			-
Total Indirect:	-	-	-	-
Total Annual Budget:	-	-	-	-

EXHIBIT D
FINAL SUPPLEMENTAL JUDGEMENT
Humboldt State University Sponsored Programs Foundation
California Center for Rural Policy
For Fiscal Year 2021-2022

FILED
MAY 28 2021
CIN

SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

1 JEFFERSON BILLINGSLEY, SBN 233776
2 County Counsel
3 ANNE H. NGUYEN, SBN 227079
4 Deputy County Counsel
5 825 Fifth Street
6 Eureka, CA 95501
7 Telephone: (707) 445-7236
8 Email: countycounsel@co.humboldt.ca.us

9 Attorneys for Defendants
10 HUMBOLDT COUNTY DEPARTMENT OF HEALTH
11 AND HUMAN SERVICES AND CONNIE BECK IN HER OFFICIAL
12 CAPACITY AS DIRECTOR

13 SUPERIOR COURT OF CALIFORNIA
14 COUNTY OF HUMBOLDT

15 THE PEOPLE OF THE STATE OF)
16 CALIFORNIA ex. rel. ROB BONTA,)
17 ATTORNEY GENERAL OF THE STATE OF)
18 CALIFORNIA,)

19 Plaintiff,

20 v.

21 HUMBOLDT COUNTY DEPARTMENT OF)
22 HEALTH AND HUMAN SERVICES;)
23 CONNIE BECK, IN HER OFFICIAL)
24 CAPACITY AS DIRECTOR,)

25 Defendants.

) Case No.: CV180143

) [PROPOSED] ORDER OF ENTRY OF
) STIPULATED SUPPLEMENTAL
) JUDGMENT

) *Filed concurrently with Joint Stipulation and*
) *Request for Order of Entry of Stipulated*
) *Supplemental Judgment*

) Date: May 10, 2021 (vacated)

) Time: 10:30 a.m.

) Dept.: 4

) <https://zoom.us/j/83413831839>

) (via videoconference)

1 Plaintiff, People of the State of California (“Plaintiff” or “People”), by and through their
 2 attorney, Rob Bonta, Attorney General of the State of California,¹ and Supervising Deputy Attorney
 3 General Christine Chuang and Deputy Attorney General Christina Riehl, and Defendants Humboldt
 4 County Department of Health and Human Services (“DHHS”) and Connie Beck in her official capacity
 5 as Director (collectively, “Defendants”), by and through their attorney County Counsel Jefferson
 6 Billingsley and Deputy County Counsel Anne H. Nguyen, have jointly prepared and respectfully submit
 7 to the entry of the Stipulated Supplemental Judgment (“Stipulated Supplemental Judgment”) by the
 8 Court in this matter, as set forth below, without the taking of proof and without trial or adjudication of
 9 any fact or law, without the Stipulated Supplemental Judgment constituting evidence of or admission by
 10 Defendants regarding any issue of law or fact alleged in Plaintiff’s Petition for Writ of Mandate and
 11 Complaint for Injunctive Relief on file or any of the allegations or conclusions set forth herein, and
 12 without Defendants admitting any liability, and with all Parties having waived their right to appeal, and
 13 the Court having considered the matter and good cause appearing,

14 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

15 On February 13, 2018, Plaintiff filed a Petition for Writ of Mandate and Complaint for Injunctive
 16 Relief initiating this lawsuit against the County.

17 On February 14, 2018, this Court entered a Stipulated Final Judgment in this matter pursuant to
 18 the Parties’ negotiated agreement and “without the taking of proof and without trial or adjudication of
 19 any fact or law herein, without the Judgment constituting evidence of or an admission by Defendants
 20 regarding any issue of law or fact alleged in the Complaint on file herein, and without Defendants
 21 admitting any liability regarding allegations of violations that occurred prior to the entry of the
 22 Judgment” (hereinafter the “Stipulated Final Judgment”), a true and correct copy of which is attached
 23 hereto as **Exhibit A** and incorporated herein full.

24 The Court has retained and continued jurisdiction over this matter, as agreed upon by the Parties,
 25 and having reviewed the Parties’ Joint Stipulation and Request for Order of Entry of Stipulated
 26 Supplemental Judgment, and finding good cause, the Court orders entry of the Stipulated Supplemental
 27

28 _____
¹ Effective April 23, 2021, Rob Bonta is California’s 34th Attorney General.

1 Judgment as follows:

2 **DEFINITIONS**

3 1. For purposes of this Stipulated Supplemental Judgment, definitions set forth and outlined
4 in the Stipulated Final Judgment are controlling.

5 **INJUNCTION**

6 2. Defendants have fully complied with and completed their obligations set forth under
7 Paragraphs 3.A, 3.B, 3.D, 3.F, 3.G, 3.H, 3.I, 3.J, 3.L, 3.P, 3.Z, 3.BB, 3.CC (except as set forth below in
8 Paragraph 3), 3.EE, 3.GG, 3.II, 3.JJ, 3.KK, 3.LL, and 3.MM of the Stipulated Final Judgment.

9 3. Defendants shall not be required to comply with Paragraphs 3.CC(3) of the Stipulated
10 Final Judgment, which required the completion of a Workload Study. Defendants shall engage in any
11 further work, as is necessary, to complete the Child Protection Reporting Guide as described in the
12 Stipulated Final Judgment.

13 4. Defendants have affirmatively increased staffing levels as set forth in Paragraph 3.DD of
14 the Stipulated Final Judgment. Defendants shall continue to make good-faith effort to continue
15 maintaining staffing levels necessary to operate Child Welfare Services (“CWS”) according to
16 applicable statutory and regulatory framework.

17 5. As approved by the Attorney General’s Office, Defendants retained Olin Jones to serve
18 as the Tribal Consultant for the three-year term of the Stipulated Final Judgment. Pursuant to the
19 Parties’ Stipulation, Defendants have fully complied with and completed their obligations under
20 Paragraph 3.O of the Stipulated Final Judgment based on Mr. Jones’ fulfillment of the requirements
21 under the Stipulated Final Judgment implemented pursuant to the contract with Defendants by
22 communicating and interacting with the federally recognized Tribes in Humboldt County (collectively
23 referred to as “Tribes”) regarding CWS’ implementation of policies and procedures relating to
24 collaboration between the Tribes and CWS social workers and the negotiation and development of
25 protocols. Mr. Jones’ services as the Tribal Consultant for the three-year term of the Stipulated Final
26 Judgment terminated by mutual agreement of the Parties upon the expiration of Mr. Jones’ contract with
27 Defendants on April 15, 2021.
28

1 6. Defendants shall continue to work towards full compliance of the provisions of the
2 Stipulated Final Judgment that the Parties’ previously agreed upon third-party monitor, Center for the
3 Study of Social Policy (“CSSP”), has identified as “implementation incomplete” in its Progress Report
4 published on December 14, 2020, for the monitoring period of March 1, 2020 to August 31, 2020, and
5 shall continue to engage in the following affirmative corrective actions during the term of the Stipulated
6 Supplemental Judgment:

7 **Interagency Protocol**

8 A. Paragraph 3.C of the Stipulated Final Judgment states:

9 *Defendant CWS and the Mental Health division of DHHS are currently*
10 *developing an inter-agency collaboration protocol to ensure that staff from the*
11 *divisions coordinate the provision of mental health and child welfare services.*
12 *The protocol shall address the sharing of confidential information between the*
13 *divisions and include revised processes to ensure timely assessments of children*
14 *in protective custody. CWS has also created procedures to address the sharing of*
15 *information among other agencies and entities that are a part of a*
16 *multidisciplinary team, including, but not limited to, medical personnel, law*
17 *enforcement officers, school district employees, and tribal representatives,*
18 *pursuant to Welfare & Institutions Code sections 5328 and 5328.04. Within 30*
19 *days of the entry of Judgment, CWS shall provide the Attorney General’s Office*
20 *with documents relating to this section for review and input.*

21 B. Pursuant to CSSP’s December 14, 2020 Progress Report, CSSP opined that no
22 system-wide data was available to CWS to ensure coordination of mental health and child welfare
23 services. Accordingly, to fully comply with their obligations under Paragraph 3.C of the Stipulated
24 Final Judgment, Defendants shall engage in the following actions:

- 25 (1) CWS shall use the California statewide automated child welfare
26 information system, CWS/CMS, to document all mental health screenings
27 and referrals made to County Mental Health for children in an open CWS
28 case.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- (2) CWS shall track and report mental health screening and referral data from CWS/CMS, including the number and proportion of children in an open CWS case who have had a timely screening and referral to mental health services. Any actual assessments pertaining to specific recommendations of mental health services are determined by County Mental Health and not CWS.
- (3) Compliance reports relating to CWS' screenings and referrals to County Mental Health shall be provided to CWS Administration on a monthly basis.
- (4) CWS shall establish an annual goal for the proportion of timely screening and referrals made to mental health.
- (5) If CWS falls below the established goal for two consecutive months, CWS shall initiate a quality improvement plan to increase compliance to the established goal.

**Implementation of New Emergency Response System
and Revision of Policies and Procedures by Defendants**

C. Paragraph 3.E of the Stipulated Final Judgment states:

CWS shall ensure compliance with CANRA, including the confidentiality requirements set forth under Penal Code section 11167, and CANRA's implementing regulations set forth in California Code of Regulations, Title II, division I, chapter 9 (11 C.C.R. § 900 et seq.), including regulations relating to investigations of suspected child abuse in out-of-home care facilities, and the Welfare and Institutions Code and Division 31 regulations.

D. Pursuant to CSSP's December 14, 2020 Progress Report, CSSP opined that Defendants had not taken steps to review and ensure adherence to CWS' policies and procedures implementing Paragraph 3.E of the Stipulated Final Judgment; more specifically, that the appropriate decision to either assign a new report for investigation or evaluate out to the ongoing social worker was not consistently made per CWS' policies and procedures. Accordingly, to fully comply with their

1 obligations under Paragraph 3.E of the Stipulated Final Judgment, Defendants shall engage in the
2 following actions in consultation with the child welfare expert:

- 3 (1) A CWS supervisor shall continue to review and approve all reports
4 received, including those involving children in out-of-home care. All
5 reports shall continue to require electronic supervisor approval of the
6 determined response in CWS/CMS.
- 7 (2) In consultation with the child welfare expert, the California SDM Intake
8 Supervisory Referral Reading fidelity tool shall be used to review a
9 sample of reports received that involved children in an open case or
10 referral to determine whether an appropriate response decision was made
11 per policy. The scope, timing, and sample size of the reviews shall be
12 determined in consultation with the child welfare expert. If no mutually
13 agreeable scope, timing, or sample size of the reviews can be determined
14 after good faith consultation between CWS and the child welfare expert,
15 the Parties shall engage in the dispute resolution process set forth in
16 Paragraph 13 herein.
- 17 (i) Reviews involving reports that include Native American children
18 will be conducted by CWS' Indian Child Welfare Act ("ICWA")
19 Program.
- 20 (ii) Reviews involving all other reports will be conducted by CWS'
21 Continuous Quality Improvement ("CQI") Program.
- 22 (iii) Case review results and underlying supporting data shall be
23 provided to the child welfare expert and the compliance monitor
24 for verification.
- 25 (iv) Aggregated results from the reviews shall be provided to CWS
26 Administration and the Tribes, as appropriate, to inform CQI
27 strategic planning.
- 28

1 E. Paragraph 3.K of the Stipulated Final Judgment states:

2 *As set forth in Welfare & Institutions Code section 16504, CWS shall conduct a*
3 *thorough evaluation of the risk to any child who is the subject of a referral. The*
4 *evaluation of risk shall include information gathered from all collateral contacts*
5 *who may have relevant information related to the referral. Collateral contacts*
6 *may include (but are not limited to) school personnel, law enforcement, tribal*
7 *representatives, medical personnel, and other community members. When*
8 *necessary to complete the evaluation of risk to the child, the investigating social*
9 *worker will contact the reporting party (whether mandated or not) for further*
10 *information. Consistent with Division 31 regulations, section 31-105.1.11.114,*
11 *CWS screeners and investigators shall record detailed information (as available)*
12 *regarding any contact with collateral contracts, which may include the (1) date of*
13 *contact; (2) name and phone number of each person contacted; (3) agency*
14 *affiliation or person's relationship to the child; (4) contacts with tribe(s),*
15 *extended family, Indian organizations, or other Indian service providers; and (5)*
16 *summary of information obtained. The use of all collateral contacts and other*
17 *available resources should also be used to obtain information related to the*
18 *location of children and families who are the subject of referrals, consistent with*
19 *DSS All County Information Notice No. I-52-14, available at*
20 *http://www.cdss.ca.gov/lettersnotices/EntRes/getinfo/acin/2014/I-52_14.pdf.*

21 F. Pursuant to CSSP's December 14, 2020 Progress Report, CSSP opined that steps
22 were needed to verify adherence to policy, including that Tribes were not being routinely contacted as
23 required to contribute to evaluations during intake and investigations. Accordingly, to fully comply with
24 their obligations under Paragraph 3.K of the Stipulated Final Judgment, Defendants shall engage in the
25 following actions:

- 26 (1) CWS shall, in consultation with the child welfare expert, develop an
27 intake and investigation fidelity tool that measures CWS' adherence to its
28 policy that tribes are to be routinely contacted, as required, to contribute to

1 evaluations during intake and investigations and Welfare & Institutions
2 Code section 16504's requirement for a thorough evaluation of risk. In
3 consultation with the child welfare expert, a review shall be conducted of
4 a sample of reports received involving Native American children utilizing
5 the above referenced fidelity tool. The scope, timing, and sample size of
6 the reviews shall be determined in consultation with the child welfare
7 expert. If no mutually agreeable scope, timing, or sample size of the
8 reviews can be determined after good faith consultation between CWS and
9 the child welfare expert, the Parties shall engage in the dispute resolution
10 process set forth in Paragraph 13 herein.

11 (2) In consultation with the child welfare expert, CWS shall continue to use
12 the California SDM Investigations/Assessment and Emergency Response
13 Supervisory Referral Case Reading tool to review reports investigated to
14 determine whether an appropriate risk assessment was made per policy.
15 The scope, timing, and sample size of the reviews shall be determined in
16 consultation with the child welfare expert. If no mutually agreeable scope,
17 timing, or sample size of the reviews can be determined after good faith
18 consultation between CWS and the child welfare expert, the Parties shall
19 engage in the dispute resolution process set forth in Paragraph 13 herein.

20 (3) The results of the reviews conducted pursuant to Paragraphs 6.F(1) and (2)
21 and underlying supporting data shall be provided to the child welfare
22 expert and the compliance monitor for verification.

23 (4) Aggregated results from the reviews shall be provided to CWS
24 Administration and the Tribes, as appropriate, to inform CQI strategic
25 planning.

26 G. Paragraph 3.M of the Stipulated Final Judgment states:

27 *In consultation with the parties' agreed-upon expert consultant, National Council*
28 *on Crime and Delinquency – Children's Research Center ("NCCD"), CWS shall*

1 *select and implement a family meeting model that uses a strength-based approach*
2 *to engage families, formal and informal supports, communities, and tribes in a*
3 *family-led planning process over the life of the case at key decision points. The*
4 *model shall include a combination of family meeting types that encompass the*
5 *core elements outlined in best practices, such as pre-meeting coordination and*
6 *preparation, consensus-based decision making, and family team involvement in*
7 *creating case plans and follow-up activities.*

8 H. Pursuant to CSSP's December 14, 2020 Progress Report, CSSP opined that CWS
9 was holding Child and Family Team ("CFT") meetings at a rate significantly lower than expected by
10 policy. Accordingly, to fully comply with their obligations under Paragraph 3.M of the Stipulated Final
11 Judgment, Defendants shall engage in the following actions in consultation with the child welfare
12 expert:

- 13 (1) CWS shall continue to use the California statewide automated child
14 welfare information system, CWS/CMS, to document all CFT meetings
15 held.
- 16 (2) CWS shall track and report CFT meeting data from CWS/CMS,
17 including the number and proportion of children in an open CWS
18 case who have had a timely CFT meeting.
- 19 (3) Compliance reports shall be provided to CWS Administration, the child
20 welfare expert, and the compliance monitor on a monthly basis.
- 21 (4) In consultation with the child welfare expert, CWS shall establish a goal
22 for the proportion of timely CFT meetings. If no mutually agreeable goal
23 can be determined after good faith consultation between CWS and the
24 child welfare expert, the Parties shall engage in the dispute resolution
25 process set forth in Paragraph 13 herein.
 - 26 (i) If CWS falls below the established goal for two consecutive
27 months, CWS shall immediately initiate a quality improvement
28 plan to increase compliance to the established goal.

1 (5) In consultation with the child welfare expert, CWS shall select or develop
2 a stakeholder survey to solicit feedback from CFT participants regarding
3 the family meeting model. If no agreement can be reached regarding the
4 scope and timing of the survey after good faith consultation between CWS
5 and the child welfare expert, the Parties shall engage in the dispute
6 resolution process set forth in Paragraph 13 herein.

7 (i) The survey results and underlying supporting data shall be
8 provided to the child welfare expert and the compliance monitor
9 for verification.

10 (ii) The survey results shall be provided to CWS Administration to
11 inform practice changes and CQI strategic planning, as needed.

12 **Tribal Collaboration**

13 I. Paragraph 3.N of the Stipulated Final Judgment states:

14 *CWS shall revise its policies and procedures to ensure collaboration with and*
15 *input relating to decision-making from tribes.*

16 (1) *Upon receipt of a referral that involves a child who is a member of or*
17 *eligible for membership in a tribe, the social worker screener shall send the*
18 *referral to the appropriate tribe within 24 hours in order to seek input from the*
19 *tribe, unless an immediate or 24-hour response is needed, in which case the*
20 *screener shall contact the tribe immediately or as soon as practicably possible.*

21 a. *The screener shall document details of that contact in the*
22 *screener narrative, including whether contact was made, input was sought, and*
23 *the input from the tribe, if any, including the dates and times of such contact.*

24 (2) *For the referrals that are assigned for investigation, CWS shall*
25 *provide tribal representatives sufficient notice to allow such representatives to*
26 *accompany CWS social workers to investigations to ensure that such*
27 *representatives are included in decision-making relating to those referrals.*
28

1 J. Pursuant to CSSP's December 14, 2020 Progress Report, CSSP opined that
2 efforts were needed to ensure expected and consistent adherence to this requirement. Accordingly, to
3 fully comply with their obligations under Paragraph 3.N of the Stipulated Final Judgment, Defendants
4 shall engage in the following actions in consultation with the child welfare expert:

5 (1) CWS shall, in consultation with the child welfare expert, develop a fidelity
6 tool that measures:

- 7 (i) whether referrals involving a child who is a member of or eligible
8 for membership in a tribe were sent to the appropriate tribe within
9 24 hours in order to seek input from the tribe, unless an immediate
10 or 24-hour response is needed, in which case the screener shall
11 contact the tribe immediately or as soon as practicably possible;
12 (ii) whether the screener documented their contact with the tribe
13 including the details of that contact in the screener narrative,
14 including whether contact was made, input was sought, and the
15 input from the tribe, if any, including the dates and times of such
16 contact for referrals involving a child who is a member of or
17 eligible for membership in a tribe; and
18 (iii) whether CWS provided tribal representatives with sufficient notice
19 and opportunity to accompany CWS social workers during
20 investigations and to be included in decision-making related to
21 those referrals.

22 (2) In consultation with the child welfare expert, a review shall be conducted
23 of a sample of investigations involving Native American children, using
24 the above referenced fidelity tool in Paragraph 6.J(1), with the scope,
25 timing, and sample size of the review to be determined in consultation
26 with the child welfare expert. If no mutually agreeable scope, timing, or
27 sample size of the reviews can be determined after good faith consultation
28

1 between CWS and the child welfare expert, the Parties shall engage in the
2 dispute resolution process set forth in Paragraph 13 herein.

- 3 (3) Case review results and underlying supporting data shall be provided to
4 the child welfare expert and compliance monitor for verification.
- 5 (4) Aggregated results from the reviews shall be provided to CWS
6 Administration and the Tribes, as appropriate, to inform practice changes
7 and CQI strategic planning, as needed.
- 8 (5) CWS shall continue to use the California statewide automated child
9 welfare information system, CWS/CMS, to document all contacts made
10 with the family and participants present during contacts.
- 11 (6) CWS shall track and report the proportion and type of contacts that
12 include tribal representatives during investigations that involve a child
13 who is a member of or eligible for membership in a federally recognized
14 tribe.
- 15 (i) Reports shall be provided to CWS Administration and the
16 compliance monitor on a monthly basis to inform strategic CQI
17 planning.

18 **CHILD WELFARE EXPERT**

19 7. Defendants shall retain a child welfare expert, subject to the approval of the Attorney
20 General's Office and at Defendants' own expense, to provide support to CWS to achieve full
21 compliance with the remaining obligations set forth in this Stipulated Supplemental Judgment. The
22 Parties have agreed to Evident Change as the child welfare expert for the purposes of this Stipulated
23 Supplemental Judgment.

- 24 A. The child welfare expert shall be expected to perform the following:
- 25 (i) Provide consultation and technical assistance to CWS, as needed;
- 26 (ii) Provide consultation to CWS to select, develop, or modify the fidelity
27 tools or surveys referenced in Paragraphs 6.F(1) and (2) and 6.J(1);
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- (iii) Conduct qualitative case reviews utilizing the fidelity tools referenced in Paragraphs 6.D(2), 6.F(1) and (2), 6.H(5), and 6.J(1) and to work collaboratively with CWS regarding the sample size, timing, and required scope of the case reviews to measure, within the period of the Stipulated Supplemental Judgment, Defendants' compliance with Paragraphs 3.E, 3.K, 3.M, and 3.N of the Stipulated Final Judgment.
- (iv) Provide consultation to CWS to select or develop a stakeholder survey referenced in Paragraph 6.H(5) and to work collaboratively with CWS to review the results of the survey and assist CWS with any modifications to the family meeting model reference in Paragraph 3.M of the Stipulated Final Judgment, as needed.

B. The child welfare expert shall not be required to conduct qualitative case reviews relating to Paragraph 3.C of the Stipulated Final Judgment. Defendants' compliance with this provision of the Stipulated Final Judgment shall be evaluated using administrative data provided directly to the compliance monitor.

C. The child welfare expert may, from time to time, make recommendations to CWS regarding actions to be taken by CWS that may enhance its ability to comply with this Stipulated Supplemental Judgment. These recommendations are non-binding and do not create any additional obligations not otherwise set forth in this Stipulated Supplemental Judgment.

D. In the course of their duties, the child welfare expert may be required to communicate with the third-party monitor regarding the results of the qualitative case reviews or stakeholder surveys to assist the monitor in evaluating CWS' compliance with this Stipulated Supplemental Judgment. Any and all communication between the child welfare expert and the third-party monitor regarding CWS' compliance with the Stipulated Supplemental Judgment shall include CWS Administration in the communication.

E. The child welfare expert is retained by Defendants solely for the purposes of assuring compliance with this Stipulated Supplemental Judgment. The child welfare expert shall not

1 engage in any other investigation, review, assessment, or evaluation of Defendants' practices or
2 operations that is not identified in this Stipulated Supplemental Judgment.

3 **COMPLIANCE MONITOR**

4 8. Defendants will have satisfied their obligations under Paragraph 4 of the Stipulated Final
5 Judgment by retaining CSSP at Defendants' expense as the required qualified independent third-party
6 compliance monitor for the three-year term of the Stipulated Final Judgment and upon final payment to
7 CSSP after publication of the final compliance monitoring report. Pursuant to the Parties' Joint
8 Stipulation and Request for Order of Stipulated Supplemental Judgment, the Parties acknowledge and
9 agree that upon CSSP's publication of the final compliance monitoring report for the reporting period of
10 September 1, 2020 through February 14, 2021, CSSP will have fulfilled its monitoring obligations
11 implemented under the contract with Defendants, as required by Paragraph 4 of the Stipulated Final
12 Judgment, by conducting reviews and assessments of Defendants' implementation of requirements of
13 the Stipulated Final Judgment, preparing written reports, and reporting to the Attorney General's Office,
14 without Defendants agreeing to, or with, any assessments, findings, conclusions, and/or
15 recommendations made by CSSP regarding the provisions of the Stipulated Final Judgment that CSSP
16 opined as "implementation incomplete." CSSP's monitoring services will terminate by mutual
17 agreement of the Parties upon the expiration of CSSP's contract with Defendants on June 30, 2021 or
18 the publication of the final compliance monitoring report, whichever is sooner.

20 9. This Stipulated Supplemental Judgment and extended monitoring period shall be
21 overseen by another qualified, independent, and neutral third-party compliance monitor, California
22 Center for Rural Policy at Humboldt State University, who shall be provided access to information and
23 documents to ensure compliance with the injunctive provisions of this Stipulated Supplemental
24 Judgment. Defendants shall retain the monitor, subject to approval by the Attorney General's Office, at
25 Defendants' expense. The monitor's role is to:

26 A. Review information and data available in CWS/CMS and on CWS' Trello Board
27 to evaluate Defendants' compliance with any provision of this Stipulated Supplemental Judgment;

28

1 B. Verify application of the fidelity tools developed by CWS in consultation with the
2 child welfare expert and with reference to the qualitative case reviews;

3 C. Make reasonable requests to Defendants for any additional information or data
4 needed to determine Defendants' compliance with any provision of this Stipulated Supplemental
5 Judgment;

6 D. Confer with community stakeholders, mandated reporters, educational
7 representatives, medical representatives, Tribes, and/or other interested child welfare agencies or groups
8 necessary to assess and evaluate Defendants' compliance with any provision of this Stipulated
9 Supplemental Judgment;

10 E. Consult with California child welfare experts, as necessary, to assist with any
11 interpretation or application of any California child welfare law, regulation, rule, or guidance;

12 F. Prepare a written report bi-annually regarding the status of Defendants'
13 compliance with the provisions of this Stipulated Supplemental Judgment following the date of the entry
14 of this Stipulated Supplemental Judgment. The monitor's reports shall detail the monitor's findings and
15 may make recommendations to assist Defendants in meeting the requirements of this Stipulated
16 Supplemental Judgment. Any such recommendations from the monitor are non-binding and do not
17 create any additional obligations not otherwise set forth in this Stipulated Supplemental Judgment; and

18 G. Distinguish those policies and procedures that are considered "best practices"
19 from those policies and procedures that are required by a California statute, regulation, or any other
20 mandate in determining whether Defendants are in compliance with this Stipulated Supplemental
21 Judgment. The monitor shall further acknowledge that certain of the policies and practices implemented
22 by CWS constitute "best practices" with respect to complying with requirements set forth in the Child
23 Abuse and Neglect Reporting Act ("CANRA"), the applicable provisions of the California Welfare and
24 Institutions Code, and Division 31 regulations set forth by the California Department of Social Services
25 and that these "best practices" are intended to provide a higher level of child welfare practice that is not
26 currently required by law to address the statutory violations alleged in this matter.

27 10. Each Party shall copy each other on all communication or correspondence from and to
28 the monitor regarding this Stipulated Supplemental Judgment with the following exceptions as set forth

1 in this Paragraph. In the event that the monitor's communication with the Attorney General's Office
2 pertaining to the Stipulated Supplemental Judgment requires the disclosure of the names and/or
3 identities of confidential complainants or informants, the monitor shall provide a redacted copy of non-
4 confidential portions of the communication to Defendants omitting the names and/or other identifiable
5 information of the confidential complainants or informants within two (2) business days.

6 11. At the sole discretion of the Attorney General's Office, the monitor may be directed to
7 prepare additional reports, memorandums, assessments, and/or analyses on specific provisions of this
8 Stipulated Supplemental Judgment. Copies of any additional reports, memorandums, assessments,
9 and/or analyses prepared by the monitor at the sole discretion of the Attorney General's Office shall be
10 provided concurrently to counsel for Defendants.

11 12. Defendants may, but are not required to, submit supplemental reports to the Attorney
12 General's Office detailing additional information, assessments, or evaluations regarding their
13 compliance with this Stipulated Supplemental Judgment.

14 13. It is the intent of the Parties to work collaboratively to address any disputes arising from
15 this Stipulated Supplemental Judgment. In the event of a dispute between the Parties or between the
16 monitor and any Party, the Parties shall meet and confer in good faith to attempt to resolve the dispute
17 involving the monitor or between the Parties. If no mutually agreeable resolution can be reached after
18 having met and conferred in good faith, the Parties shall file a joint motion to this Court for resolution.
19 This Paragraph also applies to disputes relating to (a) the performance of obligations required by the
20 Stipulated Final Judgment implemented pursuant to contracts with Defendants, and/or (b) any future
21 requests for documents made by Defendants to the Attorney General's Office, CSSP, Olin Jones, or
22 Evident Change, as set forth in Paragraph 29 of the Joint Stipulation.

23 14. The Attorney General's Office may make reasonable requests to Defendants for
24 additional information regarding Defendants' compliance with the Stipulated Supplemental Judgment.
25 Defendants shall furnish such information within 30 days after the request is made, unless another date
26 is agreed upon in writing. Information provided in accordance with this Paragraph shall be kept
27 confidential except as needed to enforce compliance with the Stipulated Supplemental Judgment.
28

1 15. Protected child welfare information provided in accordance with this Stipulated
2 Supplemental Judgment shall be kept confidential as required by law.

3 **CONTINUING JURISDICTION OF COURT AND TIME FOR PERFORMANCE**

4 16. This Stipulated Supplemental Judgment shall be in effect for one year, from February 14,
5 2021 up to and through February 14, 2022, with the monitor’s final bi-annual report released by June 30,
6 2022 regarding the status of Defendants’ compliance through February 14, 2022. Jurisdiction is retained
7 by the Court through June 30, 2022 to enforce any provision of this Stipulated Supplemental Judgment.

8 17. It is the intent of the Parties to terminate the Court’s jurisdiction in this matter by no later
9 than June 30, 2022. Prior to submitting any motions to the Court for any modifications of any
10 requirements of the Stipulated Supplemental Judgment, the Parties shall engage in the dispute resolution
11 process set forth in Paragraph 13 herein. The Court shall only consider requests or motions to extend
12 the time limits for performance imposed by this Stipulated Supplemental Judgment upon the stipulation
13 of the Parties in writing or a joint motion. The Court may grant requests for modifications of the
14 Stipulated Supplemental Judgment upon a showing of good cause.

15 18. The entry of this Stipulated Supplemental Judgment does not limit nor preclude Plaintiff
16 from taking appropriate enforcement action for other or future violations against Defendants that are not
17 addressed in the Stipulated Final Judgment or this Stipulated Supplemental Judgment. Nothing in this
18 Judgment limits the powers vested in the Attorney General by the California Constitution and state
19 statutory law, including Government Code section 11180 *et seq.*, to oversee or enforce any California
20 laws or regulations.

21 19. Nothing in this Stipulated Supplemental Judgment alters the requirements of federal or
22 state law to the extent these laws may currently, or upon future amendment will, offer greater protection.
23
24

25 Dated: **MAY 27 2021**

26
27 **KELLY L. NEEL**

28 _____
HONORABLE JUDGE OF THE SUPERIOR COURT

EXHIBIT A

1 XAVIER BECERRA
 Attorney General of California
 2 ANGELA SIERRA
 Senior Assistant Attorney General
 3 MICHAEL L. NEWMAN
 Supervising Deputy Attorney General
 4 CHRISTINE CHUANG
 Deputy Attorney General
 5 State Bar No. 257214
 1515 Clay Street, 20th Floor
 6 P.O. Box 70550
 Oakland, CA 94612-0550
 7 Telephone: (510) 879-0094
 Fax: (510) 622-2270
 8 E-mail: Christine.Chuang@doj.ca.gov
 Attorneys for THE PEOPLE OF THE STATE OF
 9 CALIFORNIA

~~FILED~~
 FEB 13 2018
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF HUMBOLDT

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 11 COUNTY OF HUMBOLDT

15 THE PEOPLE OF THE STATE OF
 CALIFORNIA ex. rel. XAVIER
 16 BECERRA, ATTORNEY GENERAL OF
 THE STATE OF CALIFORNIA,

Case No. **CV 180143**

17 Plaintiff,

STIPULATION FOR ENTRY OF FINAL
 JUDGMENT AND PERMANENT
 INJUNCTION

18 v.

19 HUMBOLDT COUNTY DEPARTMENT
 20 OF HEALTH AND HUMAN SERVICES;
 CONNIE BECK, IN HER OFFICIAL
 21 CAPACITY AS DIRECTOR; HUMBOLDT
 COUNTY SHERIFF'S OFFICE; WILLIAM
 22 HONSAL, IN HIS OFFICIAL CAPACITY AS
 SHERIFF,

23 Defendants.
 24

1 Plaintiff, the People of the State of California (“People” or “Plaintiff”), by and through its
2 attorney, Xavier Becerra, Attorney General of the State of California (the “Attorney General”),
3 and by Deputy Attorney General Christine Chuang, and Defendants Humboldt County
4 Department of Health and Human Services—Child Welfare Services division, appearing through
5 its attorney Humboldt County Office of County Counsel (“County Counsel”), by Assistant
6 County Counsel Blair Angus, and Humboldt County Sheriff’s Office, appearing through its
7 attorney County Counsel, by Deputy County Counsel Natalie Duke, stipulate as follows:

8 1. This Court has jurisdiction of the subject matter hereof and the parties to this
9 Stipulation for Entry of Final Judgment and Permanent Injunction (“Stipulation”).

10 2. The Final Judgment (“Judgment”), a true and correct copy of which is attached
11 hereto as Exhibit 1, may be entered by any judge of the Humboldt County Superior Court.

12 3. The Attorney General may submit the Judgment to any judge of the superior court
13 for approval and signature, based on this Stipulation, during the Court’s ex parte calendar or on
14 any other ex parte basis, without notice to or any appearance by Defendants, which notice and
15 right to appear Defendants hereby waive.

16 4. Plaintiff and Defendants (collectively, the “Parties”) hereby waive their right to
17 move for a new trial or otherwise seek to set aside the Judgment through any collateral attack, and
18 further waive their right to appeal from the Judgment, except the Parties agree that this Court
19 shall retain jurisdiction for the purposes specified in Section 6 of the Judgment.

20 5. The Parties jointly represent that they have worked cooperatively to come to an
21 agreement. Defendants have affirmed their commitment to make meaningful changes to how
22 child abuse and neglect reports are handled in Humboldt County.

23 6. The Parties have stipulated and consented to the entry of the Judgment without the
24 taking of proof and without trial or adjudication of any fact or law herein, without the Judgment
25 constituting evidence of or an admission by Defendants regarding any issue of law or fact alleged
26 in the Complaint on file herein, and without Defendants admitting any liability regarding
27 allegations of violations that occurred prior to the entry of the Judgment.

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

7. Defendants will accept service of any Notice of Entry of Judgment entered in this action by delivery of such notice to their counsel of record, and agrees that service of the Notice of Entry of Judgment will be deemed personal service upon them for all purposes.

8. The individuals signing below represent that they have been authorized by the parties they represent to sign this Stipulation.

9. This Stipulation may be executed in counterparts, and the Parties agree that a facsimile signature shall be deemed to be, and shall have the full force and effect as, an original signature.

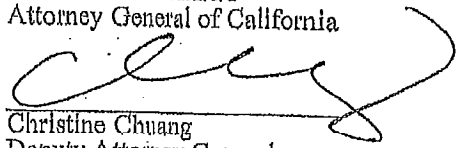
[SIGNATURES ON FOLLOWING PAGE]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

THE STATE OF CALIFORNIA

XAVIER BECERRA
Attorney General of California

DATED: 2/9/18

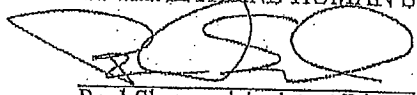


Christine Chuang
Deputy Attorney General
Attorneys for Plaintiff

DEFENDANTS

HUMBOLDT COUNTY DEPARTMENT
OF HEALTH AND HUMAN SERVICES

DATED: 2/9/18



Paul Sheppard Assistant Director, for
Connie Beck Director

HUMBOLDT COUNTY
SHERIFF'S OFFICE

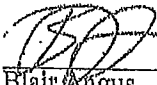
DATED: 2/8/2018



William Honsal
Sheriff

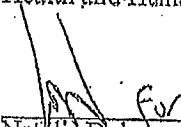
HUMBOLDT COUNTY OFFICE OF
THE COUNTY COUNSEL

DATED: 2/9/2018



Blair Angus
Assistant County Counsel
*Attorneys for Defendant Department of
Health and Human Services*

DATED: 2/9/18



Natalie Duke
Deputy County Counsel
Attorneys for Defendant Sheriff's Office

DATED: 2/8/2018



Rex Bohn
Vice Chairperson
Humboldt County Board of Supervisors

EXHIBIT 1

1 XAVIER BECERRA
 Attorney General of California
 2 ANGELA SIERRA
 Senior Assistant Attorney General
 3 MICHAEL L. NEWMAN
 Supervising Deputy Attorney General
 4 CHRISTINE CHUANG
 Deputy Attorney General
 5 State Bar No. 257214
 1515 Clay Street, 20th Floor
 6 P.O. Box 70550
 Oakland, CA 94612-0550
 7 Telephone: (510) 879-0094
 Fax: (510) 622-2270
 8 E-mail: Christine.Chuang@doj.ca.gov
 Attorneys for THE PEOPLE OF THE STATE OF
 9 CALIFORNIA

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 11 COUNTY OF HUMBOLDT
 12
 13
 14

15 THE PEOPLE OF THE STATE OF
 CALIFORNIA ex. rel. XAVIER
 16 BECERRA, ATTORNEY GENERAL OF
 THE STATE OF CALIFORNIA,

17 Plaintiff,

18 v.

19 HUMBOLDT COUNTY DEPARTMENT
 20 OF HEALTH AND HUMAN SERVICES;
 CONNIE BECK, IN HER OFFICIAL
 21 CAPACITY AS DIRECTOR; HUMBOLDT
 COUNTY SHERIFF'S OFFICE; WILLIAM
 22 HONSAL, IN HIS OFFICIAL CAPACITY AS
 SHERIFF,

23 Defendants.
 24
 25
 26
 27
 28

Case No. CV 180 143

~~[PROPOSED]~~ FINAL JUDGMENT

RECEIVED
 FEB 13 2018 P M
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF HUMBOLDT

1 Plaintiff, the People of the State of California (“People” or “Plaintiff”), by and through its
 2 attorney, Xavier Becerra, Attorney General of the State of California (“Attorney General”), and
 3 by Deputy Attorney General Christine Chuang, and Defendants Humboldt County Department of
 4 Health and Human Services (“DHHS”)—Child Welfare Services division (“CWS”), appearing
 5 through its attorney, Humboldt County Office of County Counsel (“County Counsel”), by
 6 Assistant County Counsel Blair Angus, and Humboldt County Sheriff’s Office, appearing
 7 through its attorney County Counsel, by Deputy County Counsel Natalie Duke, having stipulated
 8 to the entry of this judgment (“Judgment”) by the Court without the taking of proof and without
 9 trial or adjudication of any fact or law, without this Judgment constituting evidence of or
 10 admission by Defendants regarding any issue of law or fact alleged in the People’s Petition for
 11 Writ of Mandate and Complaint for Injunctive Relief (“Complaint”) on file or any of the
 12 allegations or conclusions set forth herein, and without Defendants admitting any liability, and
 13 with all parties having waived their right to appeal, and the Court having considered the matter
 14 and good cause appearing,

15 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

16 1. This Court has jurisdiction over the allegations and subject matter of the People’s
 17 Complaint filed in this action, and the parties to this action; venue is proper in this County; and
 18 this Court has jurisdiction to enter this Judgment.

19 **DEFINITIONS**

20 2. For purposes of this Judgment:

21 A. “Cross-report” means a report of suspected or known child abuse or neglect
 22 that child protective agencies are required to exchange pursuant to Penal Code section 11166,
 23 subdivisions (j) and (k).

24 B. “Referral” means a report of suspected or known child abuse or neglect.
 25 “Referral” and “report” may be used interchangeably when referring to information received
 26 regarding suspected or known child abuse or neglect for the purposes of this Judgment.

27 C. “Division 31 regulations” refers to California Department of Social
 28 Services (“DSS”) Manual, Division 31, Child Welfare Services Program.

INJUNCTION

3. Defendants are permanently enjoined from violating CANRA and shall engage in the following affirmative corrective actions:

Memorandum of Understanding (“MOU”) and Inter-Agency Coordination

A. Defendants have entered into an MOU, attached hereto as Exhibit A, which sets forth specific procedures relating to the coordination between the agencies to ensure compliance with CANRA, including designating point persons at each agency (“CANRA Coordinators”), exchanging cross-reports, and handling joint responses and/or investigations.

(1) Within 90 days of the entry of Judgment, CWS shall revise its policies and procedures to reflect the procedures set forth in the MOU and circulate the MOU and revised policies and procedures to all personnel.

(2) Within 30 days of the entry of Judgment, the Sheriff’s Office shall revise its policies and procedures to reflect the procedures set forth in the MOU and circulate the MOU and revised policies and procedures to all personnel.

Child Abuse Services Team (“CAST”) Protocol and Collaborative Processes

B. As set forth in the MOU, Defendants shall continue to participate in the Humboldt County CAST Advisory Board and the Protocol Subcommittee so long as they are invited by the Humboldt County District Attorney. Defendants had indicated that a revised CAST protocol would be finalized by the Protocol Subcommittee by December 31, 2017. Defendants shall provide the Attorney General’s Office with a copy of the final CAST protocol within seven days of entry of this Judgment. If the CAST protocol was not finalized by December 31, 2017, Defendants shall provide a good-faith estimate for completion within seven days of entry of this Judgment and provide a copy of the final CAST protocol within seven days of completion for review. If the CAST protocol is not finalized within six months of the entry of Judgment, Defendants shall meet and confer with the Attorney General’s Office to discuss the status of the protocol, timeframe for completion, and additional steps Defendants can take to address coordination of CAST interviews to the extent any are needed.

1 C. Defendant CWS and the Mental Health division of DHHS are currently
2 developing an inter-agency collaboration protocol to ensure that staff from the divisions
3 coordinate the provision of mental health and child welfare services. The protocol shall address
4 the sharing of confidential information between the divisions and include revised processes to
5 ensure timely assessments of children in protective custody. CWS has also created procedures to
6 address the sharing of information among other agencies and entities that are a part of a
7 multidisciplinary team, including, but not limited to, medical personnel, law enforcement officers,
8 school district employees, and tribal representatives, pursuant to Welfare & Institutions Code
9 sections 5328 and 5328.04. Within 30 days of the entry of Judgment, CWS shall provide the
10 Attorney General's Office with documents relating to this section for review and input.

11 **Implementation of New Emergency Response System and Revision of**
12 **Policies and Procedures by Defendant CWS**

13 D. Within 120 days of the entry of Judgment, CWS shall incorporate the
14 requirements set forth below in this section into its policies and procedures and circulate to all
15 personnel.

16 E. CWS shall ensure compliance with CANRA, including the confidentiality
17 requirements set forth under Penal Code section 11167, and CANRA's implementing regulations
18 set forth in California Code of Regulations, Title II, division 1, chapter 9 (11 C.C.R. § 900 et seq.),
19 including regulations relating to investigations of suspected child abuse in out-of-home care
20 facilities, and the Welfare & Institutions Code and Division 31 regulations.

21 F. CWS shall implement an emergency response system available 24 hours a
22 day, seven days a week, under which social worker screeners will handle incoming calls as they
23 come in to ensure prompt response. CWS shall, within 30 days of the entry of this Judgment,
24 complete its implementation of an automated call tree system that connects callers who report
25 suspected child abuse or neglect directly to screeners.

26 G. CWS shall transition from a paper-based intake system to an electronic
27
28

1 intake system that is not reliant on data entry staff, under which social worker screeners directly
2 input information into Child Welfare Services/Case Management System (CMS) (or any future
3 successor system) and the WebSDM assessment tool.

4 H. CWS shall ensure timely cross-reporting to law enforcement agencies and
5 the District Attorney's ("DA") office.

6 (1) Upon receipt of a report that is required to be cross-reported under
7 Penal Code section 11166, subdivision (j), a social worker shall immediately or as soon as
8 practicably possible cross-report by telephone to the Sheriff's Office or other appropriate law
9 enforcement agency and make a follow up written report as required by CANRA.

10 (2) CWS shall make cross-reports to the DA's office in accordance
11 with Penal Code section 11166, subdivision (j).

12 (3) The social worker shall document in CMS (or any future successor
13 system) the date, time, and manner of the cross-report, as well as any follow up information
14 relating to the receiving agency's response.

15 (4) On a weekly basis, a supervisor shall review all reports to ensure
16 that timely cross-reporting has been completed.

17 (5) For reports that are assigned for investigation and a joint response
18 with the Sheriff's Office is necessary, the assigned social worker shall contact the Sheriff's Office
19 immediately if it involves an emergency or 24-hour response, and within 36 hours if it involves a
20 10-day response.

21 I. CWS may not refuse to accept reports from any person, whether or not that
22 person is a mandated or non-mandated reporter, including reports that fall outside its geographical
23 jurisdiction.

24 (1) For reports that fall outside CWS's geographical jurisdiction, CWS
25 shall:

26 a. Immediately electronically transfer the call to the
27 appropriate agency; or

28 b. If CWS takes the report and cannot immediately transfer the

1 call, it shall immediately send the report via telephone, fax, or electronic transmission
2 to the appropriate agency, with an immediate follow up call to the agency to ensure that the report
3 is received.

4 (2) For cross-reports that come from the Sheriff's Office or any
5 agency that falls outside CWS's geographical jurisdiction, CWS shall:

6 a. Immediately transfer the report via telephone, fax, or
7 electronic transmission to the appropriate agency, with an immediate follow up call to the agency
8 to ensure that the report is received; and

9 b. Immediately call the reporting agency to inform it that the
10 report is outside the jurisdiction of CWS and to which agency it has transferred the report.

11 J. CWS shall revise its policies and procedures to incorporate the following
12 and circulate copies of the following DSS All-County Letters to all employees.

13 (1) All-County Letter No. 05-09, dated April 26, 2005,
14 regarding Reporting and Investigation Requirements for Child Abuse Allegations Regarding
15 Children in Out-Of-Home Placements, available at
16 <http://www.cdss.ca.gov/lettersnotices/entres/getinfo/acl05/pdf/05-09.pdf>;

17 (2) All-County Letter No. 17-27, dated May 10, 2017,
18 regarding Investigating, Assessing, and Documenting a New Referral of Child Abuse or Neglect
19 in an Open Investigation or Case, available at [http://www.cdss.ca.gov/Portals/9/ACL/2017/17-](http://www.cdss.ca.gov/Portals/9/ACL/2017/17-27.pdf)
20 [27.pdf](http://www.cdss.ca.gov/Portals/9/ACL/2017/17-27.pdf); and

21 (3) CANRA's implementing regulations relating to investigations of
22 suspected child abuse in out-of-home care facilities set forth under California Code of
23 Regulations, Title II, division 1, chapter 9, article 3 (11 C.C.R. § 930 et seq.).

24 K. As set forth in Welfare & Institutions Code section 16504, CWS shall
25 conduct a thorough evaluation of the risk to any child who is the subject of a referral. The
26 evaluation of risk shall include information gathered from all collateral contacts who may have
27 relevant information related to the referral. Collateral contacts may include (but are not limited to)
28 school personnel, law enforcement, tribal representatives, medical personnel, and other

1 community members. When necessary to complete the evaluation of risk to the child, the
2 investigating social worker will contact the reporting party (whether mandated or not) for further
3 information. Consistent with Division 31 regulations, section 31-105.1.11.114, CWS screeners
4 and investigators shall record detailed information (as available) regarding any contact with
5 collateral contacts, which may include the (1) date of contact; (2) name and phone number of
6 each person contacted; (3) agency affiliation or person's relationship to the child; (4) contacts
7 with tribe(s), extended family, Indian organizations, other Indian service providers; and (5)
8 summary of information obtained. The use of all collateral contacts and other available resources
9 should also be used to obtain information related to the location of children and families who are
10 the subject of referrals, consistent with DSS All County Information Notice No. I-52-14,
11 available at http://www.cdss.ca.gov/lettersnotices/EntRes/getinfo/acin/2014/I-52_14.pdf.

12 L. To the extent permitted pursuant to Welfare and Institutions Code section
13 827, CWS shall create a policy that investigating social workers respond back (in writing or via
14 telephone) to mandated reporters by the end of an investigation of a referral regarding the status
15 of the referral. If the communication is made via telephone, the social worker shall document the
16 time and date of the communication.

17 M. In consultation with the parties' agreed-upon expert consultant, National
18 Council on Crime and Delinquency—Children's Research Center ("NCCD"), CWS shall select
19 and implement a family meeting model that uses a strength-based approach to engage families,
20 formal and informal supports, communities, and tribes in a family-led planning process over the
21 life of the case at key decision points. The model shall include a combination of family meeting
22 types that encompass the core elements outlined in best practices, such as pre-meeting
23 coordination and preparation, consensus-based decision making, and family team involvement in
24 creating case plans and follow up activities.

25 Tribal Collaboration

26 N. CWS shall revise its policies and procedures to ensure collaboration with
27 and input relating to decision-making from tribes.

28 (1) Upon receipt of a referral that involves a child who is a member of

1 or eligible for membership in a tribe, the social worker screener shall send the referral to the
2 appropriate tribe within 24 hours in order to seek input from the tribe, unless an immediate or 24-
3 hour response is needed, in which case the screener shall contact the tribe immediately or as soon
4 as practicably possible.

5 a. The screener shall document details of that contact in the
6 screener narrative, including whether contact was made, input was sought, and the input from the
7 tribe, if any, including the dates and times of such contact.

8 (2) For the referrals that are assigned for investigation, CWS shall
9 provide tribal representatives sufficient notice to allow such representatives to accompany CWS
10 social workers to investigations to ensure that such representatives are included in decision-
11 making relating to those referrals.

12 O. Within 60 days of the entry of Judgment, in consultation with tribal
13 representatives and the Attorney General's Office, CWS shall engage a qualified, independent
14 tribal consultant, who is subject to the Attorney General's Office's approval, to work with staff
15 and NCCD to assist with the implementation of policies and procedures relating to collaboration
16 between tribes and CWS social workers with respect to the assessment and investigation of
17 referrals, and addressing the needs of tribal children.

18 P. Within nine months of the entry of Judgment, CWS shall make a good-
19 faith effort to negotiate and develop protocols with the eight federally recognized tribes in
20 Humboldt County governing the process for collaboration that will ensure timely, shared
21 decision-making relating to cases involving tribal children. These protocols shall include a
22 mutually acceptable procedure for the resolution of disputes when tribal social workers and CWS
23 are not in agreement regarding case plan decisions.

24 **Revision of Policies and Procedures by Defendant Sheriff's Office**

25 Q. Within 30 days of the entry of Judgment, the Sheriff's Office shall
26 incorporate the requirements set forth below in this section into its policies and procedures and
27 circulate to all personnel.

28

1 R. The Sheriff's Office shall ensure compliance with CANRA, including the
2 confidentiality requirements set forth under Penal Code section 11167, and implementing
3 regulations set forth in California Code of Regulations, Title II, division 1, chapter 9 (11 C.C.R. §
4 900 et seq.), including regulations relating to investigations of suspected child abuse in out-of-
5 home care facilities.

6 S. The Sheriff's Office shall ensure timely cross-reporting to CWS and the
7 DA's office.

8 T. Upon receipt of a report, a deputy (or designee) shall immediately or as
9 soon as practicably possible cross-report by telephone to CWS and make a follow up written
10 report to CWS as required by CANRA.

11 U. The Sheriff's Office shall make cross-reports to the DA's office in
12 accordance with Penal Code section 11166, subdivision (k).

13 V. If there is a call for service unrelated to suspected or known child abuse or
14 neglect, but the deputy becomes aware of such a situation during an investigation or otherwise,
15 the deputy shall immediately or as soon as practicably possible call CWS to make a report and
16 send a follow up written report to CWS. The deputy shall coordinate an investigative response
17 with CWS to the extent appropriate.

18 W. The Sheriff's Office shall revise its Domestic Violence policy to address
19 situations in which a child (or children) is in the home, and the reporting to CWS thereof.

20 X. The Sheriff's Office shall ensure that every single report and cross-report is
21 promptly assigned a deputy, an investigation is conducted, and a case report is completed. All
22 reports and cross-reports shall be assigned as a "call for service."

23 (1) On a weekly basis, the Sheriff's Office's CANRA Coordinator shall
24 review all "calls for service" relating to reports and cross-reports to ensure that the coordination
25 with appropriate agencies has been made, deputies have been assigned, and investigations are
26 underway.

27 (2) An assigned deputy shall coordinate an investigative response with
28 CWS immediately if it involves an emergency or 24-hour response. For all other responses, a

1 deputy shall be assigned to investigate the allegations within 72 hours of receipt and report to
2 CWS and/or other appropriate agencies that the Sheriff's Office is investigating within 36 hours
3 after starting its investigation.

4 Y. The Sheriff's Office may not refuse to accept reports from mandated
5 reporters or other reporters, including reports that fall outside its geographical jurisdiction.

6 (1) For reports that fall outside the Sheriff's Office's geographical
7 jurisdiction, the Sheriff's Office shall:

8 a. Immediately electronically transfer the call to the
9 appropriate law enforcement agency; or

10 b. If the Sheriff's Office takes the report and cannot
11 immediately transfer the call, it shall immediately send the report via telephone, fax, or electronic
12 transmission to the appropriate agency, with an immediate follow up call to the agency to ensure
13 that the report is received.

14 (2) For cross-reports that come from CWS that fall outside the Sheriff's
15 Office's geographical jurisdiction, the Sheriff's Office shall:

16 a. Immediately transfer the report via telephone, fax, or
17 electronic transmission to the appropriate agency with an immediate follow up call to the agency
18 to ensure that the report is received; and

19 b. Immediately call CWS to inform CWS that the report is
20 outside the jurisdiction of the Sheriff's Office and to which agency it has transferred the report.

21 **Electronic Records and Tracking**

22 Z. Within 45 days of the entry of Judgment, Defendant CWS shall create an
23 internal tracking tool for reports and cross-reports. CWS shall maintain an electronic record of all
24 reports and cross-reports received, including any subsequent actions taken.

25 (1) Reports that fall outside the geographical jurisdiction of CWS shall
26 be tracked electronically. The records of such reports shall include the date, time, method of
27 transfer, and to which agency the report was transferred.

1 AA. Within 45 days of the entry of Judgment, Defendant Sheriff's Office shall
2 create an internal tracking tool for reports and cross-reports. The Sheriff's Office shall maintain
3 an electronic record of all reports and cross-reports received, including any subsequent actions
4 taken.

5 (1) The Sheriff's Office shall retain and categorize reports in its
6 Records Management System ("RMS"). Any supplemental information received from CWS and
7 other agencies or persons relating to a report, including follow up reports, documentation, or
8 cross-reports, shall be electronically included in the case file in RMS. The case file shall include
9 detailed information about the method and dates of making and receiving cross-reports, as well as
10 information about the investigative response by each agency.

11 (2) Reports that fall outside the geographical jurisdiction of the
12 Sheriff's Office shall be tracked electronically. The records of such reports shall include the date,
13 time, method of transfer, and to which agency the report was transferred.

14 **Contract between Defendant CWS and NCCD**

15 BB. CWS has entered into a two-year contract with NCCD effective June 30,
16 2017 to provide for training and technical assistance services relating to the following subject
17 areas to address the issues in this matter:

18 (1) Structured Decision Making ("SDM") System, Practice
19 Improvement Activities, which includes, but is not limited to:
20 a. Group supervision training and modeling for staff;
21 b. SDM training and on the floor coaching for all stages of services,
22 beginning with hotline procedures; and

23 c. Case reading training for supervisors and managers.
24 (2) Culturally Responsive Services, which includes, but is not limited
25 to:
26 a. Leadership coaching in the Humboldt Practice Model and Safety
27 Organized Practice, including individual coaching sessions and trainings;
28

1 b. Teaching effective communication skills for use internally and
2 in collaboration with partner agencies;

3 c. Providing implementation consultation regarding pre-
4 implementation, implementation, and sustainability planning activities of the Humboldt Practice
5 Model; and

6 d. Developing a common language that facilitates effective cross-
7 cultural communication.

8 CC. Within 30 days of the entry of Judgment, CWS shall amend the contract
9 with NCCD to provide for the following additional services and amend the term of the contract
10 from a two-year to three-year period. CWS shall provide the Attorney General's Office with a
11 copy of the amended executed contract within five days of the date of the last signature.

12 (1) Assistance with revision of policies and procedures.

13 (2) Additional training and coaching in SDM implementation and
14 safety-organized practice, including review of procedures for screening reports relating to sexual
15 abuse allegations, to ensure that the SDM screening tools are being used appropriately across all
16 referrals.

17 (3) Workload Study in order to estimate the resources and number of
18 staff members needed to perform the necessary functions of the child welfare agency in
19 compliance with laws, rules, and policies applicable to Humboldt County.

20 (4) Managing by Data assistance, including bolstering continuous
21 quality improvement processes, leveraging data resources, and analytic support to improve
22 agency practices.

23 (5) Business Process Map to understand how cases of maltreatment are
24 handled across the course of a case and what happens at each decision point in order to identify
25 roadblocks, inefficiencies, and needs to enable fidelity to best practice.

26 (6) Integration of tribal needs into system improvement, including
27 building on the culturally responsive services training to identify and implement changes to
28

1 practice that integrate tribal needs and perspectives into the CWS system to ensure that
2 interactions and work with tribes is culturally responsive.

3 (7) Assistance with the development of a Mandated Reporter Guide, as
4 detailed in Section KK(1).

5 (8) Creation and implementation of plans to address outstanding,
6 backlogged investigations to ensure that all referrals are investigated.

7 a. CWS shall work with NCCD to create a plan to triage
8 outstanding investigations, which may include the hiring of temporary employees. The triaging
9 plan shall be completed and action initiated within 60 days of the amendment of the contract.

10 b. CWS shall work with NCCD to create a time management
11 plan that ensures new investigations are completed in a timely manner as CWS is addressing
12 backlogged investigations. This may include revisions to policies and procedures; training to
13 better utilize SafeMeasures, or other strategies. The time management plan shall be completed
14 and action initiated within 60 days of the amendment of the contract.

15 c. CWS shall complete at least 30% of outstanding
16 investigations every quarter. CWS shall close or finalize all of the outstanding investigations
17 within one year of the entry of Judgment.

18 d. For new investigations, CWS shall improve its investigation
19 completion rate every quarter and achieve compliance with the statutory investigation completion
20 requirement within one year of the entry of Judgment.

21 **Hiring**

22 DD. Within 90 days of completion of the Workload Study detailed in Section
23 CC(3), Defendant CWS agrees to work with Human Resources, Merit Systems, and any relevant
24 union(s) to develop and implement a recruitment and retention plan designed to bring staffing
25 levels to the level necessary to operate the Emergency Response program according to the
26 applicable statutory and regulatory framework and as determined by the Workload Study. The
27 plan shall contemplate that CWS will achieve its staffing goals within a twelve-month timeframe
28 and progress toward that goal will be subject to quarterly review by the County, the monitor, and

1 the Attorney General's Office. After implementation of this plan, CWS shall make a good faith
2 effort to continue maintaining staffing levels necessary to operate the Child Welfare Services
3 program, including, but not limited to, the Emergency Response program, according to applicable
4 statutory and regulatory framework.

5 Training

6 EE. In addition to the training provided by NCCD to Defendant CWS under the
7 contract described in Sections BB and CC, training of CWS employees on subject matters (1) and
8 (2) below has begun and is ongoing. Within 180 days of the entry of Judgment, CWS shall have
9 completed mandatory training to all employees on the following subject matters:

10 (1) The requirements of CANRA and the Welfare & Institutions Code,
11 including the legal obligations of CWS and confidentiality requirements;

12 (2) Procedures relating to documenting referral and case information
13 into CMS, including detailed information relating to cross-reporting and contact with tribes;
14 and

15 (3) The revised policies and procedures that CWS is required to
16 implement pursuant to the Judgment.

17 (4) Prior to the 180-day timeframe for completion of the above
18 trainings, CWS shall, on a monthly basis, provide the Attorney General's Office with a list of
19 trainings provided to and completed by employees.

20 (5) Training shall be conducted at least annually on the above subject
21 matters and participation shall be tracked. Any newly hired or assigned personnel shall be
22 required to attend such training within 30 days of hire or assignment.

23 FF. Defendant Sheriff's Office shall provide annual mandatory training for its
24 deputies and records personnel on the following subject matters:

25 (1) Requirements of CANRA, including the legal obligations of the
26 Sheriff's Office and confidentiality requirements;

27 (2) Handling investigations relating to child abuse and neglect;

28 (3) The revised policies and procedures that the Sheriff's Office is

1 required to implement pursuant to the Judgment; and

2 (4) Trauma-informed practices relating to interviews of children.

3 (5) Training participation shall be tracked. New deputies shall
4 complete the training as part of their four-month Field Training Officer Program. Lateral
5 transfers shall be provided such training during the Field Training Program. New records
6 personnel hires shall be required to attend such training within 30 days of hire.

7 **Complaint Systems**

8 GG. Within 60 days of the entry of Judgment, Defendant CWS shall create a
9 complaint procedure that can be easily understood by and publicized to the community. This
10 procedure shall include the timeframe for handling complaints submitted formally and informally,
11 written and orally. CWS shall create a policy designating a supervisor who will be responsible
12 for ensuring all complaints are investigated.

13 HH. Defendant Sheriff's Office's Policy 1020 relates to complaints. Within 60
14 days of the entry of Judgment, the Sheriff's Office shall revise Policy 1020.5 to require that all
15 formal and informal complaints and inquiries that relate to child abuse or neglect issues be
16 categorized as "CANRA" so that such complaints can be tracked to ensure they are being
17 addressed in accordance with Policy 1020 and this Judgment.

18 **Community Task Force ("Task Force")**

19 II. Within 120 days of the entry of Judgment, the Humboldt County Sheriff
20 and Director of DHHS ("Director") shall create a Task Force consisting of internal and external
21 stakeholders for the purpose of making recommendations to their respective departments. The
22 Sheriff and Director shall invite community members and representatives from the following
23 agencies or departments to participate in the Task Force, however, membership is not limited to
24 these entities:

- 25 (1) School districts
- 26 (2) Humboldt County Office of Education
- 27 (3) Humboldt County Probation Department
- 28 (4) DHHS, Mental Health division

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- (5) Local law enforcement agencies
- (6) Tribes
- (7) Medical providers, specifically pediatricians and/or representatives from the local children's hospital

JJ. The Task Force shall meet on a quarterly basis to discuss issues relating to CANRA; child abuse and neglect, and child welfare within Humboldt County.

KK. The duties of the Task Force shall generally include:

- (1) Creation of a web-based Mandated Reporter Guide, which provides an overview of CANRA and the Welfare & Institutions Code, including:
 - a. The legal obligations of each Defendant, including what types of reports fall within the respective jurisdiction of each agency;
 - b. Policies and processes implemented by Defendants to ensure compliance with CANRA and the Welfare & Institutions Code, and any other statutes relating to the investigation of reports of child abuse and neglect; and
 - c. The legal obligations of mandated reporters.
 - d. A hard-copy version of the guide shall be made available.
- (2) Input on changes or revisions to policies and procedures relating to CANRA.
- (3) Discussion of barriers encountered by the community and agencies with respect to CANRA and recommendations to address such barriers.
- (4) Identification of available community-based resources within Humboldt County and processes to coordinate referrals to such resources as appropriate.

LL. By the second quarterly meeting of the Task Force, the Task Force shall create a schedule with timeframes for completion of the above duties.

MM. The Task Force shall provide the monitor, the Sheriff, and Director the schedule created pursuant to the above. Within 35 days of each meeting, the Sheriff and Director shall provide the monitor, the Attorney General's Office, and the clerk of the Humboldt County

1 Board of Supervisors with the minutes from the meeting, as well as any documents, including the
2 schedule created pursuant to Section LL.

3 **COMPLIANCE MONITOR**

4 4. This Judgment shall be overseen by a qualified third-party compliance monitor
5 who shall be provided access to information and documents to ensure compliance with the
6 injunctive provisions of this Judgment. Defendants shall retain the monitor, subject to approval
7 by the Attorney General's Office, at Defendants' expense. Within 15 days of the entry of
8 Judgment, all parties shall meet and confer regarding the identity of the monitor and Defendants
9 agree to give primary consideration to the Attorney General's Office's pre-approved monitor. At
10 the sole direction of the Attorney General's Office, the monitor shall conduct a review and
11 prepare a written report bi-annually following the date of the entry of this Judgment for a period
12 of three years, unless time is extended pursuant to Section 9 below, in which case the monitor
13 shall continue to provide bi-annual reports until this Judgment's enforcement period ends. The
14 monitor's reports shall detail the monitor's findings and recommendations for corrective action, if
15 any is required. The Attorney General's Office shall keep all written reports prepared pursuant to
16 this paragraph confidential except as needed to enforce compliance with the Judgment or to
17 support any other public enforcement action by the Attorney General's Office, or as otherwise
18 required by law.

19 5. The Attorney General's Office may make reasonable requests to Defendants for
20 additional information demonstrating their compliance with any provision(s) of this Judgment.
21 Defendants shall furnish such information within 30 days after the request is made, unless another
22 date is agreed upon in writing. Information provided in accordance with this paragraph shall be
23 kept confidential except as needed to enforce compliance with the Judgment or to support any
24 other public enforcement action by the Attorney General's Office, or as otherwise required by law.

25 **CONTINUING JURISDICTION OF COURT AND TIME FOR PERFORMANCE**

26 6. Jurisdiction is retained by the Court to enforce the Judgment for a period of three
27 years, unless time is extended pursuant to Section 9 below, for the purpose of enabling any party
28 to the Judgment to apply to the Court at any time for such further orders and directions as may be

1 necessary or appropriate for the construction or the carrying out of this Judgment, for the
2 modification of any of the injunctive provisions hereof, for enforcement of compliance herewith,
3 and for the punishment of violations hereof, if any.

4 7. This Judgment shall take effect immediately upon entry thereof and service by
5 mail of "Notice of Entry of Judgment" upon all parties, through their counsel of record.

6 8. The Attorney General and Defendants may jointly stipulate to make changes,
7 modifications, and amendments to the Stipulation and Judgment, which shall be effective 30 days
8 after a joint motion is filed by the parties and granted by the Court.

9 9. Any time limits for performance imposed by the Judgment may be extended by the
10 mutual agreement, in writing, of the Attorney General's Office and the party that is requesting the
11 extension of time, and/or by order of the Court for good cause shown.

12 10. Nothing in this Judgment alters the requirements of federal or state law to the
13 extent these laws may currently, or upon future amendment will, offer greater protection.

14 11. Nothing in this Judgment limits the Attorney General's oversight or enforcement
15 of any California laws or regulations.

16 12. The injunctive provisions of this Judgment shall apply to Defendants as well as
17 their successors, directors, officers, employees, agents, independent contractors, partners,
18 associates, and representatives of each of them with respect to their activities in the State of
19 California.

20 13. The clerk is ordered to enter this Judgment forthwith.

21
22
23 DATED: 2/14/18

Kelly L. Neel
JUDGE OF THE SUPERIOR COURT

KELLY L. NEEL

24
25
26
27
28



EXHIBIT A

**HUMBOLDT COUNTY
MEMORANDUM OF UNDERSTANDING RE:
CROSS REPORTS PURSUANT TO CANRA**

1. Purpose and Parties

The purpose of the Memorandum of Understanding (MOU) between the Humboldt County Sheriff's Office (HCSO) and Humboldt County Department of Health and Human Services, Child Welfare Services (CWS) (the parties) is to establish an agreement regarding the various duties and responsibilities of the parties in the context of cross reporting incidences of suspected child abuse and neglect pursuant to the Child Abuse and Neglect Reporting Act (CANRA).

2. Legislation

California's Child Abuse and Neglect Reporting Act (CANRA) defines child abuse, establishes procedures to report and investigate child abuse, imposes an obligation on certain individuals to report child abuse and proscribes penalties for failing to comply with the law. [Penal Code §§ 11164 *et seq.*]

3. HCSO Responsibilities

a. General

- i. The CANRA Coordinator for HCSO is the Investigator or Detective assigned to supervise all HCSO investigations involving child abuse/neglect. The CANRA Coordinator will communicate with CWS and other agencies regarding cross reports and ensure that cross reports are made. The CANRA Coordinator will also review case files and ensure that the electronic database (described in section vi, below) is up to date.
- ii. All cross reports and supplemental reports from CWS to HCSO shall be sent via email to sheriff_cws@co.humboldt.ca.us and received by HCSO records personnel during daytime hours and HCSO dispatch personnel after hours and on weekends.
- iii. **A case number will be immediately assigned to all cross reports received by HCSO.**
- iv. HCSO personnel will monitor the designated email inbox at a minimum interval not exceeding three hours, including nights and weekends.
- v. HCSO will ensure that appropriate training is provided to all sworn personnel to allow deputies and detectives to recognize signs of child abuse and neglect, acquire skill in interviewing child victims and

witnesses; and how to cross report allegations of child abuse, neglect, and/or endangerment.

- vi. HCSO shall track all direct reports of suspected child abuse or neglect and all cross reports of suspected child abuse or neglect received on an electronic database which shall include the following information: (1) case number, (2) date/time cross report or direct referral received, (3) date cross report to CWS made (if applicable), (4) status of HCSO investigation, and (5) status of CWS investigation. HCSO shall provide CWS with the results of the law enforcement investigation upon its conclusion.

b. Cases Outside of HCSO Jurisdiction

- i. Upon receipt of a cross report, records personnel (or dispatch personnel if after hours) shall verify that the incident location is within HCSO jurisdiction. If the location is not within HCSO jurisdiction, HCSO will immediately transfer the report via telephone, fax or electronic transmission to the appropriate agency, with a follow up call to the agency to ensure that the report is received. HCSO will also immediately call CWS to inform CWS that the report is outside the jurisdiction of the Sheriff's Office and to which agency it has transferred the report.
- ii. Upon receipt of a report from a mandated reporter or other reporter where the incident falls outside the geographical jurisdiction of HCSO, HCSO shall either immediately electronically transfer the call to the appropriate law enforcement agency, or, take the report and immediately send the report via telephone, fax, or electronic transmission to the appropriate agency, and place a follow up call to the agency to ensure that the report is received.

c. Cases Identified by CWS as Requiring an Immediate/24 Hour Investigation

- i. All cases identified by CWS as requiring immediate or 24 hour investigation will be assigned to a deputy for immediate response.
- ii. The assigned deputy, detective, or investigator will coordinate the investigation with the CWS investigating social worker and will establish contact by phone and/or email.

d. Non-Emergency Response

- i. Upon receipt of the cross report, the designated HCSO Supervisor shall:

1. Review the cross report; and
 2. Evaluate the need to assign the case to a deputy or detective, assign the case to a deputy or detective as appropriate.
- ii. The assigned deputy or detective will coordinate the investigation with the CWS investigating social worker and will establish contact by phone and/or email; and
 - iii. Every cross report received by HCSO shall be assigned to a deputy, detective, or investigator to investigate the allegations within 72 hours of receipt and shall be treated as if it were a call for service.

e. HCSO Cross Reports to CWS

- i. If a mandated reporter or concerned citizen contacts law enforcement directly regarding actual or suspected child abuse or neglect, HCSO must telephonically report the allegations to CWS immediately, or as soon as practicably possible, and make a follow up written report as required by CANRA;
- ii. HCSO shall handle the report of actual or suspected child abuse as if it was received as a cross-referral from CWS;
- iii. HCSO shall cross report to CWS immediately, or as soon as practicably possible, any allegation involving suspected or actual child physical or sexual abuse or general/severe neglect situations involving a family member or caretaker or when a child needs to be taken into protective custody for any reason; and
- iv. HCSO shall report to CWS immediately, or as soon as practicably possible, all cases of child endangerment (e.g. driving under the influence with a child in a vehicle, domestic violence committed in the presence of a minor, possessing, selling or manufacturing narcotics while a child is present, shoplifting in the company of a minor, any other situation involving the physical arrest of the only adult caretaker of a child, or possessing weapons/narcotics in the presence of a child).

f. HCSO Cross Reports to the District Attorney's Office

- i. HCSO shall immediately, or as soon as practicably possible, cross report suspected or known instances of child abuse or neglect reported to HCSO, except acts or omissions coming within Penal Code section 11165.2, to the District Attorney's office pursuant to Penal Code section 11166(k).

HCSO shall send, fax, or electronically transmit a written report thereof within 36 hours of receiving the information concerning the incident.

4. CWS Responsibilities

a. General

- i. The CANRA Coordinator for CWS is the Emergency Response Program Manager. The CANRA Coordinator will communicate with HCSO and other agencies regarding cross reports and ensure that cross reports are made.
- ii. A case number is immediately assigned to all reports received by CWS. CWS will use the case number to identify and track all cross reports. Multiple calls pertaining to the same incident and same child are assigned to the same case number.
- iii. CWS will track all direct reports of suspected child abuse or neglect and all cross reports of suspected child abuse or neglect received on an electronic database which shall include the following information: (1) case number, (2) date/time cross report or direct referral received, (3) date cross report to HCSO made (if applicable), (4) status of HCSO investigation, and (5) status of CWS investigation. CWS shall provide HCSO with the results of the CWS investigation upon its conclusion.

b. Cases Outside of CWS Jurisdiction

- i. If CWS receives a report that falls outside of its geographical jurisdiction, the Department shall:
 1. If the reporter is a mandated or non-mandated reporter:
 - a. Immediately transfer the call to the appropriate agency; or
 - b. If CWS takes the report and cannot immediately transfer the call, it shall immediately send the report via telephone, fax, or electronic transmission to the appropriate agency, with a follow up call to the agency to ensure that the report is received.
 2. For cross-reports that come from the Sheriff's Office or any other agency:
 - a. Immediately use the CWS Email Cross Reporting Tracking System (ECRTS) to transfer the report via email to the appropriate agency, with a follow up call to the agency to ensure that the report is received.

3. After taking the above steps, CWS shall immediately call the reporter or reporting agency to inform the reporter or reporting agency that the report is outside the jurisdiction of the Department and to which agency it has transferred the report.

c. Receipt of Reports and Generation of Cross Reports

- i. The social worker screener shall generate a cross report when any mandated reporter or any concerned citizen calls to report possible abuse and/or neglect as defined in Penal Code section 11165.6.
- ii. After taking the report and determining that an allegation requires a cross report to law enforcement (per Penal Code section 11166 (j)), the Screener Supervisor shall make the cross report by telephone to the appropriate law enforcement agency immediately or as soon as practically possible and make a follow up written report as required by CANRA using ECRTS.
- iii. For reports that are assigned for investigation and a joint response with HCSO is necessary, the assigned social worker shall contact HCSO immediately if the case involves an emergency or 24-hour response, and within 36 hours if it involves a 10-day response.
- iv. In those instances where a law enforcement agency is conducting a criminal investigation arising out of, or related to, the alleged child abuse or neglect, the CWS investigation will be performed concurrently and the parties will collaborate to the extent possible to reduce the impact of the investigation on the involved minor(s).
- v. All written cross reports to HCSO shall be made electronically via email and shall include the name and the immediate contact information for the assigned investigating social worker to the extent possible.
- vi. The social worker making the cross report shall document in CMS/CWS the date, time, and manner of the cross report, as well as any follow-up information relating to the receiving agency's response. At the conclusion of the CWS investigation, the assigned social worker will provide HCSO with the results of the CWS investigation.

d. Cross Reports to the District Attorney's Office

- ii. Cross reports of known or suspected instances of child abuse or neglect reported to CWS, except acts or omissions coming within Penal Code section 11165.2(b) or reports made pursuant to Penal Code section 11165.13, shall be made to the District Attorney's office immediately, or as soon as practicably possible pursuant to Penal Code section 11166(j), using ECRTS. CWS shall electronically transmit a written report thereof within 36 hours of receiving the information concerning the incident.

e. Receipt of Cross Reports from HCSO and Other Agencies

- i. CWS desk duty staff will monitor the cross reporting inbox (cwscrossreporting@co.humboldt.ca.us) continuously throughout the day. When a cross report is received, it will go directly to a supervisor to determine next steps.
- ii. When a cross report indicates a field response is immediately needed, the supervisor will provide the report to a screener who will call the identified law enforcement officer to coordinate a response.
- iii. When a cross report indicates a field response may be needed, the supervisor will provide the report to a screener who will write up the referral and follow up with law enforcement within thirty-six hours.
- iv. If the cross report documents an existing CWS report, the supervisor will forward the email to clerical staff who will input the data into CMS to connect to the existing report.

5. Joint Responsibilities of HCSO and CWS

- a. By August 31, 2019, the parties shall implement an electronic tool to make, receive, and track cross reports jointly by the agencies which includes a clear description of the steps taken by each agency.
- b. HCSO and CWS shall continue to participate in the Humboldt County Child Abuse Services Team (CAST) Advisory Board and the Protocol Subcommittee so long as they are invited by the Humboldt County District Attorney, and shall continue to coordinate with one another to facilitate information sharing and video/audio-taping of CAST interviews to avoid multiple interviews of child victims.
- c. CWS and HCSO will follow the CAST information sharing protocol enabling both agencies to share information with Humboldt County Mental Health (MH) in circumstances where representatives from HCSO, CWS, and MH are part of a



child's multidisciplinary team as defined in Welfare and Institutions Code section 18951, subdivision (d).

- d. The parties shall each review the data and performance indicators in the MOU to ensure compliance on a quarterly basis. The parties shall conduct joint meetings twice annually to discuss barriers to any of the processes set forth in the MOU and any recommendations of the third-party monitor.
- e. The parties agree to exchange updated organization-wide contact information within 24 hours after any change in contact information of personnel involved in any of the duties set forth in this MOU to facilitate contact between investigating law enforcement officers and investigating social workers.

IN WITNESS THEREOF, the parties hereto have executed this MOU Re: Cross Reports Pursuant to CANRA.

Connie Beck, Director
Humboldt Department of Health &
Human Services

William F. Honsal, Sheriff