

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
12
13
14

15 **THE PEOPLE OF THE STATE OF**
CALIFORNIA ex. rel. XAVIER
16 **BECERRA, ATTORNEY GENERAL OF**
THE STATE OF CALIFORNIA,
17
18 Plaintiff,
19 v.
20 **HUMBOLDT COUNTY DEPARTMENT**
OF HEALTH AND HUMAN SERVICES;
21 **CONNIE BECK, IN HER OFFICIAL**
CAPACITY AS DIRECTOR; HUMBOLDT
22 **COUNTY SHERIFF'S OFFICE; WILLIAM**
HONSAL, IN HIS OFFICIAL CAPACITY AS
23 **SHERIFF,**
24 Defendants.

Case No. **CV 180143**

**STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND PERMANENT
INJUNCTION**

25
26
27
28

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.

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.

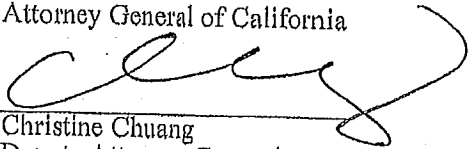
9. This Stipulation may be executed in counterparts, and the Parties agree that a facsimile signature shall be deemed to be, and shall have the full force and effect as, an original signature.

[SIGNATURES ON FOLLOWING PAGE]

1 THE STATE OF CALIFORNIA

XAVIER BECERRA
Attorney General of California

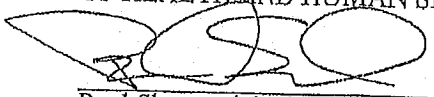
2
3
4 DATED: 2/9/18


Christine Chuang
Deputy Attorney General
Attorneys for Plaintiff

7 DEFENDANTS


HUMBOLDT COUNTY DEPARTMENT
OF HEALTH AND HUMAN SERVICES

9
10 DATED: 2/9/18


Paul Sheppard Assistant Director, for
Connie Beck Director

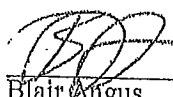
HUMBOLDT COUNTY
SHERIFF'S OFFICE

12
13
14 DATED: 2/8/2018



William Honsal
Sheriff

HUMBOLDT COUNTY OFFICE OF
THE COUNTY COUNSEL

16
17
18 DATED: 2/9/2018


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

20
21
22 DATED: 2/9/18


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

23
24
25 DATED: 2/8/2018

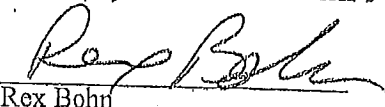

Rex Bohn
Vice Chairperson
Humboldt County Board of Supervisors

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
9 *Attorneys for* THE PEOPLE OF THE STATE OF
CALIFORNIA

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

13
14
15 **THE PEOPLE OF THE STATE OF**
16 **CALIFORNIA ex. rel. XAVIER**
17 **BECERRA, ATTORNEY GENERAL OF**
18 **THE STATE OF CALIFORNIA,**

19 Plaintiff,

20 v.

21 **HUMBOLDT COUNTY DEPARTMENT**
22 **OF HEALTH AND HUMAN SERVICES;**
23 **CONNIE BECK, IN HER OFFICIAL**
24 **CAPACITY AS DIRECTOR; HUMBOLDT**
25 **COUNTY SHERIFF'S OFFICE; WILLIAM**
26 **HONSAL, IN HIS OFFICIAL CAPACITY AS**
27 **SHERIFF,**

28 Defendants.

Case No.

CV 180 143

~~[PROPOSED]~~ FINAL JUDGMENT

RECEIVED
M
FEB 13 2018 P
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.

1 INJUNCTION

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

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

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

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

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

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

16 B. As set forth in the MOU, Defendants shall continue to participate in the
17 Humboldt County CAST Advisory Board and the Protocol Subcommittee so long as they are
18 invited by the Humboldt County District Attorney. Defendants had indicated that a revised
19 CAST protocol would be finalized by the Protocol Subcommittee by December 31, 2017.
20 Defendants shall provide the Attorney General’s Office with a copy of the final CAST protocol
21 within seven days of entry of this Judgment. If the CAST protocol was not finalized by
22 December 31, 2017, Defendants shall provide a good-faith estimate for completion within seven
23 days of entry of this Judgment and provide a copy of the final CAST protocol within seven days
24 of completion for review. If the CAST protocol is not finalized within six months of the entry of
25 Judgment, Defendants shall meet and confer with the Attorney General’s Office to discuss the
26 status of the protocol, timeframe for completion, and additional steps Defendants can take to
27 address coordination of CAST interviews to the extent any are needed.
28

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.

28

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

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

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

8 (1) Creation of a web-based Mandated Reporter Guide, which provides
9 an overview of CANRA and the Welfare & Institutions Code, including:

10 a. The legal obligations of each Defendant, including what
11 types of reports fall within the respective jurisdiction of each agency;

12 b. Policies and processes implemented by Defendants to
13 ensure compliance with CANRA and the Welfare & Institutions Code, and any other statutes
14 relating to the investigation of reports of child abuse and neglect; and

15 c. The legal obligations of mandated reporters.

16 d. A hard-copy version of the guide shall be made available.

17 (2) Input on changes or revisions to policies and procedures relating to
18 CANRA.

19 (3) Discussion of barriers encountered by the community and agencies
20 with respect to CANRA and recommendations to address such barriers.

21 (4) Identification of available community-based resources within
22 Humboldt County and processes to coordinate referrals to such resources as appropriate.

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

25 MM. The Task Force shall provide the monitor, the Sheriff, and Director the
26 schedule created pursuant to the above. Within 35 days of each meeting, the Sheriff and Director
27 shall provide the monitor, the Attorney General's Office, and the clerk of the Humboldt County
28

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



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