

SETTLEMENT AGREEMENT AND FULL RELEASE

This Settlement Agreement is made by and between Plaintiffs Christa Donaldson and Yvette Draughty and Defendant County of Alameda Department of Social Services. For good and valuable consideration, Plaintiffs individually and on behalf of their heirs, executors, administrators, successors, agents and assignees, hereby release and forever discharge Defendants, in accordance with Section 877 of the Code of Civil Procedure of the State of California, of and from any and all claims, demands, damages, actions or causes of action of every kind known or unknown arising out of or in any way connected with the incident(s), allegations, occurrence(s) and/or event(s) (hereinafter "incident") referred to in the civil action entitled "DONALDSON vs. COUNTY OF ALAMEDA SOCIAL SERVICES AGENCY", pending in the Alameda County Superior Court and bearing Case number 835661-9.

As further consideration for this Settlement Agreement and Release, the undersigned covenant and agree as follows:

1. Settlement Terms

The Alameda County Department of Social Services hereby agrees to adopt and implement the attached policies and procedures for the Division of Children and Family Services Quality Assurance/Quality Control Unit. Said policies and procedures are subject to revision, modification or amendment in accordance with state and federal law.

2. Public Entity Approval

The undersigned acknowledge and agree that the County of Alameda's liability under this Settlement Agreement and Release is contingent upon formal approval of its terms by the County of Alameda Board of Supervisors.

3. Good Faith Settlement

This settlement is considered by Plaintiffs to be fair, equitable and made in good faith to all parties and/or persons concerned.

4. Disputed Liability

The undersigned acknowledge that the liability for said incident is disputed by the parties herein released and this Settlement Agreement and Release is a compromise and shall not be construed as an admission of liability, or any apportionment thereof, in any way.

5. Release

For in consideration of the commitments made herein by Defendants, Plaintiffs will completely release and forever discharge Defendants and each of them, from all claims rights, demands, actions, obligations, liabilities, and causes of action of any and every kind, nature and character whatsoever, known or unknown, whether based on a tort, including but not limited to, negligent and/or intentional torts, based on contracts (implied, oral, or written), or based upon an other theory of recovery, and whether for compensatory or any other form of damages, including but not limited to, any and all claims asserted in and/or arising out of the subject matter of the civil action identified herein above, which Plaintiffs may now have, have ever had, or may in the future have, arising from or in any way connected with the claims and demands set forth in the above-referenced civil action.

This is a full and final release applying to all unknown or unanticipated injuries or damages or claims for attorneys fees or costs, including any and all claims now existing or which may arise in the future, arising out of the transactions or events described in the above-referenced civil action, as well as those not known or disclosed; the undersigned expressly waives any right or claim of right to assert hereafter that any claim, demand, obligation, and/or cause of action have, through ignorance, oversight or error, been omitted from the terms of this agreement, and further expressly waives any right or claim of rights that Plaintiffs may have under the law of any jurisdiction that releases such as those herein given do not apply to unknown or unstated claims. The undersigned further waives all rights or benefits which the undersigned now has or in the future may have under the terms of section 1542 of the Civil Code, which section reads as follows:

"A general release does not extend to the claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected the settlement with the debtor."

It is possible that other injuries or consequences of injuries not now known will develop or be developed or discovered, and this full and final release is intended to cover and include all such future injuries or their effects, consequences or results, including all causes of action against Defendants therefore as the result of said incident.

6. Fees and Costs

Defendant Alameda County agrees to pay Plaintiffs' attorneys Youth Law Center \$24,500.00 (plus interest at the legal rate if payment is not made within 60 days of the date of formal approval of this agreement by the County of Alameda Board of Supervisors) as a full and final satisfaction of any attorneys's fees and costs claim,

California 94104.

7. Consultation with Counsel

Counsel for each of the parties to this agreement represents that he/she has fully explained to his/her client(s) the legal effect of this agreement and of the Release and Dismissal with Prejudice provided for herein and that the settlement and compromise stated herein is final and conclusive forthwith, and each attorney represents that his/her client(s) has freely consented to and authorized this agreement.

8. Entire Agreement

This Settlement Agreement and Release contains the entire agreement between the parties. The terms of this Release are contractual and not a mere recital. The invalidity of any provisions of this release as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof. The advice of legal counsel has been obtained by the undersigned prior to signing the Settlement Agreement and Release. The undersigned have carefully read and understand the contents of this Agreement and sign the same as their own free act.

9. Governing Law

This Settlement Agreement and Release shall be construed and interpreted in accordance with the laws of the State of California.

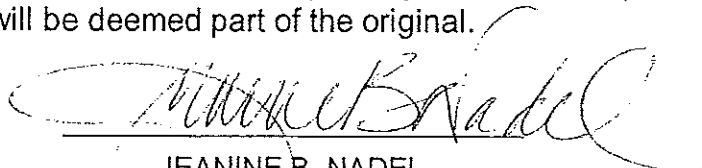
10. Additional Documents

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement and Release.

11. Execution in Counterparts

This Settlement Agreement and Release may be signed in counterparts. Each counterpart, or copy thereof will be deemed part of the original.

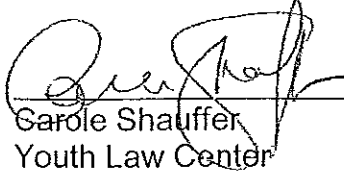
Date: 3/31/03


JEANINE B. NADEL
Assistant County Counsel
For Defendant County of Alameda

Christa Donaldson

Date: 3/25/03

By:



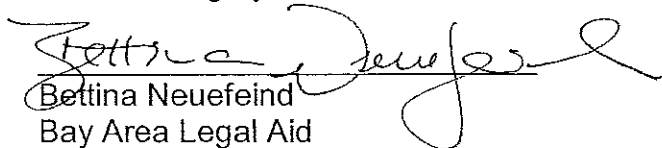
Garole Shauffer
Youth Law Center

Attorney for Plaintiff Christa Donaldson

Yvette Draughty

Date: 3/25/03

By:



Bettina Neufeind
Bay Area Legal Aid

Attorney for Plaintiff Yvette Draughty

Quality Assurance/Quality Control
Alameda County Department of Children and Family Services

Alameda County DCFS is committed to providing quality Child Welfare services to families and children. Alameda County recognizes that adherence to standards and regulations governing Child Welfare is a vital component to service delivery. The mission of the Quality Assurance/Quality Control unit is to monitor compliance with regulations, determine system changes needed to improve compliance and to implement these changes. These efforts are to insure that children and families receive services relevant to their needs, in an expedient manner and in compliance with State and County procedures.

I. ROLE

A. The role of the QA/QC staff is:

- to develop and maintain systems leading to best practice service delivery
- to provide training to staff on compliance with Division 31 and ASFA regulation
- to conduct QA/QC random case/referral reviews to insure ongoing attention to compliance, case documentation and service delivery.
- to be a resource for research on Division 31 and ASFA
- to develop materials to assist child welfare staff in obtaining required compliance items in the prescribed time frames
- to maintain a system of communication with supervisors on QA/QC reviews and results
- to develop and maintain a recognition system for compliance performance for positive feedback to staff.
- to maintain QA/QC historical archive of all review results
- to develop and maintain a system of universally and routinely informing child welfare staff of legislative changes effecting or altering practice and service delivery
- to guide the Department of Children and Family Services in providing quality service to children and families
- to participate in any local or State efforts regarding compliance, service delivery and

II. QUALITY ASSURANCE:

A. QA will be conducted by the QA unit on a monthly basis.

1. Each month the QA supervisor using Business Objects software will produce a randomized list of cases and referrals.

2. This list will be further randomized and approximately fifty (50) cases and 50 referrals will be selected for a Quality Assurance review.
3. An on line review via CWS/CMS and Safe Measures will be conducted on the selected cases by the QA/QC unit. Supporting documentation for each item passed will be printed from CWS/CMS.
4. Unit supervisors will be asked to produce the hard case folders and a member of the QA/QC unit goes to the unit location to conduct a hard case review. (See review standards) Supporting documentation for each item passed will be collected.
5. QA staff will record any item found to be out of compliance.
6. An inter-rater reliability test (IRT) will be performed on each item found to be in compliance.
7. The QA supervisor will compile the results.
8. All results will be provided to the Assistant Agency Director, DCFS and the SSA Agency Director.
9. A copy of review forms and all supporting documentation will be provided to the Program Manager and Division Director.
10. Results will be provided to the unit supervisors to be used to assist in providing supervision to staff regarding their level of compliance.
11. The QA unit will retain copies of all results, review forms and supporting documentation.
12. A monthly QA report will be generated and provided to each manager.

III. QUALITY CONTROL

A. Quality control will be conducted on a monthly and "as requested" basis

1. Monthly: Placement Units

- a. Using the same randomized list produced for the QA review, two cases per placement unit will be selected.
- b. Without notice to the unit supervisor, QA/QC staff will perform any on line review using CWS/CMS. They will then go to the placement, pull the

hard case file and review for any item or information not located on line.
(see review standards)

- c. QC reviews are conducted using the same criteria as the QA review process.
- d. Results of the QC reviews will be developed and maintain using the same criteria as the QA review process.

2. **Monthly: Intake**

- a. Two staff members located in the Intake Division will conduct QC. These individuals will review cases using the same review criteria as the QA/QC staff.
- b. A randomized pool of ERU referrals and Dependency Investigation cases will be reviewed each month. The number of cases or referrals will vary each month as Intake varies each month. On average 75 to 100 ERU referrals will be reviewed and 20 to 30 DI cases will be reviewed.
- c. QC reviews will be conducted using the same criteria as the QA review process
- d. Results of the reviews will be forwarded to the QA/QC supervisor for inclusion in all reporting documentation.
- e. Results of the QC reviews will be developed and maintained using the same criteria as the QA review process.

3. **As Requested:**

- a. A unit supervisor or other manager can call for a QC review of a worker's caseload. Situations that may generate this request are situations when a child welfare worker is unexpectedly off work for an extended period of time, a worker transfers or some other event that requires a complete review of a caseload.
- b. The QC review will provide the supervisor with a detailed review of service needs of the caseload such that these priority needs can be immediately addressed.
- c. In addition to determining service needs the caseload will be received for compliance.

IV. REVIEW STANDARDS:

- A. The QA/QC unit will review for both quantitative compliance items as well as qualitative compliance. Qualitative reviews are conducted to insure compliance with Division 31 compliance items. At the same time a quantitative review of service delivery is conducted in accordance with ASFA (Federal) regulation.

1. Quantitative:

Reviews are conducted in accordance with CDSS procedure and are focused on the Division 31 compliance items prescribed to Alameda County by CDSS. At present these are:

- Timely response to ERU referrals
- Making the required number of visits to the child I the first 30 days of the first face to face contact with the child
- Case plans being signed by the supervisor with in 30 days of the first face to face contact
- Parent(s) reviewed and signed the case plan by the Dispositional Hearing
- The health and educational information is given to the foster parent within 30 days of the initial placement of within 48 hours of subsequent placements.
- Children receive monthly face to face visits from a Child Welfare worker or there is an appropriate waiver filed in the case record for less than monthly contact.
- Children receive a medical and dental examination in accordance with Division31 standards
- A TILP is completed on each child in out of home care by its 16th birthday.

NOTE: with the advent of ASFA and Federal regulation CDSS may no longer conduct quantitative reviews of these items. However, compliance with the items detailed above is indicative of good service delivery to children and families and will continue to be monitored in Alameda County.

2. Qualitative:

ASFA Federal regulation requires review of the appropriateness of service delivery to children and families. The California State Department of Social Services is currently establishing the guidelines for compliance. Alameda County has determined which items in the federal regulations are the best indicators of appropriate service delivery.

Once the CDSS plan is complete, this process will have to be augmented to reflect any additional review categories. In addition, Alameda County will review the effectiveness of monitoring in selected areas and make alterations or augmentations as needed.

Each of the areas listed below have a series of questions that will reviewed in each case. This review process will include the following in effort to obtain information necessary to answer these questions:

- On line case review
- Hard case folder review
- Discussion with the CWW and CWS
- Interviews with children
- Interviews with parents
- Interviews with other relevant family members
- Interviews with OHCP
- Interviews with collateral service providers
- Discussion wit any individual connected to the case that can provide
- Information relevant to the review process

a. Areas of Review:

1) Children's placement:

Is the child placed in the least restrictive environment that can meet their emotional and physical needs?

Have all relative and fictive kin possible placements been investigated for the placement of the child?

If the child has been placed in a higher level of care (group home or residential treatment center) is there documentation in the case record that supports this level of placement?

If the child is placed out of Alameda County, is there documentation in the case record showing there were no placement options for the child in Alameda County?

Is there documentation supporting the out of County placement?

Have efforts been made to place the child in or close to their own neighborhood and keep the child in their present school if school aged?

How many placements has the child experienced since initially being placed in out of home care? Is there documentation in the case record supporting the reason for each placement change?

2) Siblings:

Have all efforts been made to place siblings together? Have these efforts been documented in the case record?

If siblings are not placed together in the same placement is there documentation in the case record as to why they are not placed together?

If siblings are not placed together, is there a written plan for sibling visitation?

3) Out of home care provider:

Has the OHCP been provided with all medical, dental and other relevant information about the child?

Is there documentation in the case supporting that the OHCP has been provided with such information?

Has the OHCP been contacted by the CWW on a monthly basis? Is there documentation in the case record of such contacts?

4) Service Delivery: Parents

Is there documentation in the case record that supports the parents participation in the development of the case plan?

Is the case plan reflective of the parents service needs as detailed in the jurisdictional report?

Does the case plan reflect the case management services and activities the parents will need in order to comply with the case plan?

How long did it take to establish each service detailed in the parent's case plan? Is there documentation in the case record of reasonable efforts in establishing services for the parent?

Have case plan updates been completed at each required interval? Do the updates reflect the parent's progress on meeting their case plan?

Is there documentation in the case record that details the parent's have met with their CWW? What is the frequency of these contacts? Is the frequency in accordance with the requirements of the program in which the case is assigned?

5) Service Delivery: Children

Is there documentation in the case record that details the child's service needs? Is there a plan to meet these needs?

How long did it take to establish each service needed by the child? Is there documentation in the case record of reasonable efforts in establishing services for the child?

For children 16 years or older there is a TILP in the case record that details the child's emancipation needs and the plan to meet these needs? Does the TILP accurately reflect the emancipation needs of the child?

Has the child received medical and dental examinations in accordance with the frequency requirement for their age and for any medical or dental condition/illness that exists? Are all the child's medical and dental providers contact information for each child documented in the case record?

Has the child received a mental health assessment in the last calendar year? Has the child received mental health services in accordance with needs documented in the mental health assessment? How long did it take to establish mental health services for the child? Is the child's mental health provider's contact information documented in the case record?

Was a permanent plan established for the child in the time frames prescribed by the program in which the case is assigned? How long did it take to establish a permanent plan for the child?

What is the permanent plan for the child and does it appear to be an appropriate plan? Is there documentation in the case record of reasonable efforts in establishing a permanent plan?

Has the child received monthly visits from their assigned CWW or visit in accordance with a visit waiver?

6) Visitation:

Is there a documented plan for visitation between the child and those listed below?

- Parents
- Relatives
- Other individuals significant to the child

From the information obtained does it appear the child is visiting with those listed in the visitation plan? What is the quality of these visits?

Data and information collected in the qualitative review process will be compiled, distributed and archived following the same process as utilized in the quantitative review process.

- Parents
- Relatives
- Other individuals significant to the child

From the information obtained does it appear the child is visiting with those listed in the visitation plan? What is the quality of these visits?

Data and information collected in the qualitative review process will be computed, distributed and archived following the same process as utilized in the quantitative review process.