

ENDORSED  
FILED  
San Francisco County Superior Court

JUN 5 1997

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BY: LINDA ESPY  
Deputy Clerk

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17 Attorneys for Petitioners

18 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

19 **FOR THE COUNTY OF SAN FRANCISCO**

20 RENE M., MELISSA R., TANYA J., )  
21 ARTHUR P. )

Case No. 982014

22 Petitioners, )

STIPULATED SETTLEMENT

23 vs. )

24 ELOISE ANDERSON, Director, )  
25 California Department of Social )  
26 Services, and CALIFORNIA )  
27 DEPARTMENT OF SOCIAL )  
28 SERVICES, )

Respondents. )

1           1.       THIS STIPULATED SETTLEMENT AGREEMENT is entered into on the  
2 date set forth below by, between and on behalf of Petitioners and Respondent (“parties”)

3           2       Petitioners seek a Writ of Mandate to compel Respondent to perform certain  
4 duties specified in the prayer of their Petition which they assert Respondent has failed and  
5 continues to fail to perform. Respondent asserts that these duties have been performed and  
6 will continue to be performed and that there is no basis for the Writ. However, the parties are  
7 mindful that this litigation requires substantial staff time and is otherwise draining on the  
8 parties’ resources. The parties are desirous of resolving their differences and avoiding the  
9 further expense and uncertainties of trial and, therefore, enter into this Stipulated Settlement  
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11           3       For and in consideration of this Stipulation and Settlement, and for the sole  
12 purpose of effecting a civil compromise of this action, and with respect to this action only,  
13 Respondent agrees to perform the following oversight activities set forth in Paragraphs 4  
14 through 9, below. By entering into this Stipulation, Respondent in no way concedes that she  
15 has not performed these activities in the past or is not performing them at the present time  
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17           4.       Respondent shall continue with and complete compliance reviews of every  
18 county’s child welfare services under MPP Chapter 31 regulations, focusing on those  
19 regulations that protect the health, safety, and well being of children under the supervision of  
20 the county’s child welfare agency, including those related to timely child visitation, health and  
21 dental care, medical and educational information to care providers (e.g., “Passports”), and  
22 Independent Living Plans, in every county in California no later than June 30, 1998. Should  
23 Respondent determine that because of unforeseeable circumstances related to the  
24 implementation of CWS/CMS it is impossible to complete the reviews in accordance with this  
25 time frame and ensure child protection, Respondent shall so notify Petitioners’ attorneys of  
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1 the circumstances that have arisen and provide a substitute date or procedure for conducting  
2 the review. In no event shall these reviews be completed later than January 1, 1999<sup>s</sup>

3           5       Respondent shall continue to require each county to prepare and implement a  
4 comprehensive and sufficient Corrective Action Plan (CAP) designed to correct deficiencies  
5 noted in these reviews and any subsequent reviews

6           6       Respondent shall continue to monitor and enforce compliance by all Counties  
7 with the implementation of CAPs and ensure compliance with mandates of MPP Chapter 31  
8 that protect the health, safety, and well-being of children under the supervision of the county's  
9 child welfare agency is achieved and maintained at the earliest practicable date. This applies  
10 to current and subsequent reviews

11           7       Respondent shall continue to take necessary enforcement actions against  
12 Counties failing to take effective corrective action to meet these mandates. This applies to  
13 current and subsequent reviews. Nothing in this Stipulation shall be construed to limit agency  
14 discretion with regard to selection of enforcement remedies

15           8       Respondent shall assess patterns of noncompliance by counties to determine  
16 whether systematic changes are needed statewide to improve the safety and well being of  
17 children

18           9       Commencing in July, 1998, Respondents shall perform compliance reviews, i.e.,  
19 random samplings or polling of sufficient size (depending on the size of the county's caseload)  
20 to generate review findings, of every county in California as frequently as practical to ensure  
21 that they meet requirements of state and federal law and regulations that enhance the health,  
22 safety and well-being of children under the supervision of the child welfare system including,  
23 but not limited to, statutes and regulations governing child visitation, medical care, dental  
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1 care, medical and educational information to care providers (e g., "Passport"), and  
2 Independent Living Plans. In no event shall a county be reviewed less than every four years  
3 prior to CWS/CMS becoming operational in that county. In no event shall a county be  
4 reviewed less than every three years after CWS/CMS becomes operational in that county or  
5 January 1, 2000, whichever is earlier. Nothing in this order shall be construed to require  
6 future reviews to be performed under the current protocols and methodology, and the  
7 method of obtaining data for review may be altered at agency discretion to take advantage of  
8 the CWS/CMS computerized information system currently being implemented, provided that  
9 the review will continue to measure county compliance with requirements of state and federal  
10 law designed to protect the health, safety and well-being of children receiving child welfare  
11 services  
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14 10. For and in consideration of this Stipulation and Settlement, Petitioners agree to  
15 dismiss the Petition for Writ of Mandate with prejudice within fifteen days of the execution of  
16 this Stipulation.

17 11. It is specifically understood and agreed that this Settlement Agreement is  
18 stipulated solely for the purpose of compromising this civil action and the terms shall not be  
19 deemed by any party to be an admission of any liability or of any allegations in the Petition. In  
20 this regard, it is further understood and agreed that this Stipulation shall not bar Respondent  
21 from contesting the validity of the matters alleged in the Petition in any subsequent legal or  
22 administrative action, and this Stipulation shall not be admissible for any purpose in any  
23 subsequent proceeding other than enforcement proceedings should they become necessary in  
24 this action.  
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12. The parties agree that this Stipulation and Settlement is the product of their mutual negotiation and preparation, and shall not be deemed to have been prepared or drafted by either party. Any court seeking to interpret this Stipulation shall utilize California law and construe it as a product of mutual negotiation and preparation.

13. The parties agree further that this document constitutes the sole, entire and complete agreement between the parties to resolve the above-captioned action, that no promise, inducement or agreement not herein expressed has been made, and that the terms of this agreement are contractual and not a mere recital.

14. The parties expressly agree that the provisions of California Civil Code section 1542 shall not apply to this agreement, that all parties are waiving all known and unknown claims they may have in this matter, and that each party is forever releasing every other party to this agreement, including any agents, employees, officers, or directors of the parties, once the terms of this agreement have been satisfied.

15. The persons signing or executing this Stipulation represent that they have full authority to bind the parties to the terms of this Stipulation. This Stipulation may be executed in one or more counterparts, each of which shall be deemed an original, and of which taken together shall constitute one and the same instrument.

16. Respondents agree to pay Petitioners reasonable attorneys' fees in an amount to be negotiated by the parties. Should the parties fail to reach agreement, Petitioners will submit a motion for attorneys' fees to the court.

1 DATED: 6-4-97

Rene M.  
"RENE M."

3 DATED: 6-4-97

Melissa R.  
"MELISSA R."

6 DATED: 6-4-97

Tanya J.  
"TANYA J."

8 DATED: 6-4-97

Arthur P.  
"ARTHUR P."

LAWRENCE B BOLTON  
DEPUTY DIRECTOR  
CALIFORNIA DEPARTMENT OF  
SOCIAL SERVICES

15 DATED: \_\_\_\_\_

By: \_\_\_\_\_

17 APPROVED AS TO FORM:

CAROLE SHAUFFER  
MARIA RAMIU  
YOUTH LAW CENTER

ALICE BUSSIÈRE  
KATHRYN PALAMOUNTAIN  
NATIONAL CENTER FOR YOUTH LAW

TOM WEATHERED

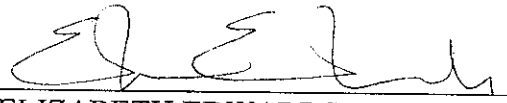
25 DATED: 4/17/97

By: Carole Shauffer  
CAROLE SHAUFFER  
Attorneys for Petitioners

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DANIEL E. LUNGREN  
ATTORNEY GENERAL  
STATE OF CALIFORNIA

DATED: 21 April 1997

By:   
ELIZABETH EDWARDS  
Deputy Attorney General  
Attorneys for Respondent

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DATED: \_\_\_\_\_

\_\_\_\_\_  
"RENE M."

DATED: \_\_\_\_\_

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"MELISSA R."

DATED: \_\_\_\_\_

\_\_\_\_\_  
"TANYA J"

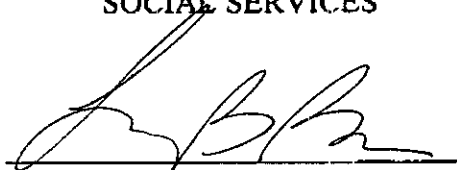
DATED: \_\_\_\_\_

\_\_\_\_\_  
"ARTHUR P."

LAWRENCE B. BOLTON  
DEPUTY DIRECTOR  
CALIFORNIA DEPARTMENT OF  
SOCIAL SERVICES

DATED: 4/22/97

By:

  
\_\_\_\_\_

APPROVED AS TO FORM:


CAROLE SHAUFFER  
MARIA RAMIU  
YOUTH LAW CENTER

ALICE BUSSIERE  
KATHRYN PALAMOUNTAIN  
NATIONAL CENTER FOR YOUTH LAW

TOM WEATHERED

DATED: 4/17/97

By:

  
\_\_\_\_\_  
CAROLE SHAUFFER  
Attorneys for Petitioners