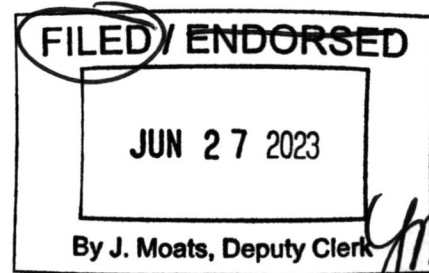


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7 IN THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF SACRAMENTO

10 SADE DANIELS,

11 Petitioner/Plaintiff,

12 vs.

13 COUNTY OF SACRAMENTO,

14 Respondent/Defendant

Case No.: 23WM000024

(Assigned to Hon. Shelleyanne W.L. Chang,
Dept. 21)

15 ~~[PROPOSED]~~ FINAL JUDGMENT
16 *(SM)*

17 **INTRODUCTION**

18 Petitioner and Plaintiff, Sade Daniels, and Respondent and Defendant, County of
19 Sacramento have entered into a Stipulation for Entry of Final Judgment to resolve all pending
20 claims raised in the Petition for Writ of Mandate under Code of Civil Procedure section 1085
21 and Complaint for Injunctive and Declaratory Relief under Code of Civil Procedure section
22 526a in the above-captioned matter to avoid the uncertainty, time, and expense of further
23 litigation.

24 **DEFINITIONS**

- 25 1. For the purposes of this Final Judgment, the following definitions shall apply:
26 a. "BHS" refers to the Sacramento County Division of Behavioral Health Services.
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BY FAX

- 1 b. "CCLD" refers to Community Care Licensing Division of the California
2 Department of Social Services.
- 3 c. "CFT" refers to Child and Family Team.
- 4 d. "County" refers to the County of Sacramento.
- 5 e. "CDSS" refers to the California Department of Social Services.
- 6 f. "CPSU" refers to Centralized Placement Support Unit.
- 7 g. "DCFAS" refers to the Sacramento County Department of Children, Family and
8 Adult Services.
- 9 h. "ETCFT" refers to Expedited Transition Child and Family Team meetings that
10 will be convened as described below.
- 11 i. "ICC" refers to Intensive Care Coordination.
- 12 j. "Kin" refers to relatives, as defined in Welfare & Institutions Code §§ 319
13 (h)(2), 361.3(c)(2); extended family members, as defined in Welfare &
14 Institutions Code § 224.1 and 25 U.S.C. § 1903 (the Indian Child Welfare Act of
15 1978); and non-relative extended family members, as defined in Welfare &
16 Institutions Code § 362.7 and 727(a)(4)(A).
- 17 k. "Petition" refers to the Petition for Writ of Mandate under Code of Civil
18 Procedure § 1085 and Complaint for Injunctive and Declaratory Relief under
19 Code of Civil Procedure § 526a.
- 20 l. "Parties" refers to the Petitioner and Respondent in this action.
- 21 m. "Petitioner" refers to Petitioner and Plaintiff Sade Daniels.
- 22 n. "Respondent" refers to Respondent and Defendant County of Sacramento,
23 including DCFAS, BHS, and other departments and divisions within it.
- 24 o. "TBS" refers to Therapeutic Behavioral Services.
- 25 p. "TSCF" refers to Temporary Shelter Care Facility.
- 26 q. "WET Youth Center" refers to the Warren E. Thornton Youth Center.
- 27
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1 **RECITALS**

2 2. This action arises out of Sacramento County’s history of placing and housing
3 foster youth in unlicensed settings, and its current practice of placing and housing foster youth
4 at the WET Youth Center, an unlicensed institution owned and operated by Sacramento
5 County, for extended periods of time under illegal conditions.

6 3. In February 2016, CDSS cited Respondent for operating the Centralized
7 Placement Support Unit (“CPSU”) as an unlicensed shelter located at 3555 Auburn Boulevard
8 in Sacramento County. CDSS found that the children and youth brought to the CPSU stayed for
9 extended periods of time, slept on the floor, and went unsupervised, and it ordered Respondent
10 to close the facility by September 30, 2017.

11 4. Respondent closed that physical location of CPSU in 2020.

12 5. Respondent then moved operations of CPSU, and the children and youth who
13 were awaiting suitable placement to a County-owned office building located at 3701 Branch
14 Center Road in Sacramento County. That building had no beds, showers, or kitchen facilities.

15 6. In August 2022, CDSS determined that the County-owned office building
16 “posed an immediate health and safety risk” and could not continue to house children and
17 youth.

18 7. In August 2022, Respondent stopped using the office building as the location of
19 CPSU and moved operations of the CPSU, and the children and youth who were at the office
20 building awaiting suitable placement, to the WET Youth Center located at 4000 Branch Center
21 Road in Sacramento County.

22 8. The WET Youth Center was previously used to house children and youth under
23 the jurisdiction of the Sacramento County Probation Department. The County closed the
24 facility in 2009.

25 9. On February 10, 2023, the County released a Request for Proposal, 2023-RFP-
26 0141, to identify one or more providers to operate a Welcome and Assessment Center that
27 meets Transitional Shelter Care Facility regulations. The Welcome and Assessment Center will
28

1 provide a therapeutic setting for children through the age of 17, addressing the trauma of family
2 separation and placement disruptions. Proposals were due March 28, 2023.

3 10. On February 13, 2023, CDSS notified Respondent that it was operating the
4 WET Youth Center without a license in violation of California Health and Safety Code Section
5 1508, which prohibits any state or local public agency within the state from operating,
6 establishing, managing, conducting, or maintaining a community care facility in this state
7 without a current valid license from CDSS.

8 11. In March 2023, the Youth Law Center learned that children and youth in foster
9 care were being housed at the WET Youth Center and sent a demand letter to Michelle
10 Callejas, the current Director of the Department of Child, Family and Adult Services for
11 Sacramento County. Youth Law Center demanded that Respondent immediately stop any new
12 placements of children and youth at the WET Youth Center and convene transition team
13 meetings to move each child and youth currently housed at the WET Youth Center to an
14 appropriate and licensed placement.

15 12. On March 30, 2023, Respondent responded to provide information about the
16 facility and the services and supports provided to youth at the facility.

17 13. On April 10, 2023, Respondent applied for licensure of the WET Youth Center
18 as a Temporary Shelter Care Facility (“TSCF”), while it continued to engage local providers
19 interested in contracting with and running a Transitional Shelter Care Facility for the County.

20 14. On April 24, 2023, Youth Law Center attorneys toured the WET Youth Center.
21 On May 16, 2023, CCLD denied Respondent’s application to license the WET Youth Center as
22 a TSCF. Among other reasons, CCLD found that the WET Youth Center “is a former youth
23 detention facility, with a jail-like setting,”¹ and violates the personal rights of youth in foster
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25
26 ¹ The WET Youth Center was licensed as a Level A Placement, not a youth detention facility, while operated by
27 the Sacramento County Probation Department.
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1 care to live in a safe, healthy, and comfortable home; to be placed in the least restrictive setting
2 possible; and to have a placement that utilizes trauma-informed and evidence-based de-
3 escalation and intervention techniques and that does not use law enforcement intervention as a
4 threat or in retaliation against the child.

5 15. Since March 2023, the Parties have engaged in good faith efforts to resolve the
6 issues in this action.

7 16. The Parties desire to resolve all pending and remaining claims raised by the
8 Petition to avoid the uncertainty, time, trouble and expense of further litigation, and for those
9 reasons, have agreed upon this Stipulated Judgment.

10 **TERMS OF FINAL JUDGMENT**

11 17. By no later than June 16, 2023, Respondent will stop new transfers of children
12 and youth to the WET Youth Center.

13 18. Respondent waives any right to appeal the denial of its application for a TSCF
14 license for the WET Youth Center and will withdraw any other pending licensure applications
15 for the WET Youth Center.

16 19. Respondent will no longer place children in foster care in unlicensed placements
17 without prior court approval except for temporary placements pending licensure or approval as
18 otherwise permissible by law.

19 20. Respondent will convene Expedited Transition Child and Family Team
20 (“ETCFT) meetings to develop a plan to transition each child currently housed at the WET
21 Youth Center, or any other unlicensed setting, except for temporary placements pending
22 licensure or approval as otherwise permissible by law, to an appropriate, licensed placement as
23 expediently as possible.

24 21. The ETCFT meetings will conform to the following requirements:

- 25 a. Meetings will be held in a format that is culturally relevant and supports the
26 greatest participation from the ETCFT, especially if language, transportation, or
27 distance are barriers.

- 1 b. The attorney for the child, and/or their designee, if one has been appointed by
2 the Court and/or retained by the child, will be invited to attend the meetings.
- 3 c. The meetings will include the child, the child’s mental health support team,
4 including the Intensive Care Coordinator described below, or, if for some reason
5 the child has not yet been provided a mental health support team, a
6 representative from the County’s Division of Behavioral Health Services
7 (“BHS”).
- 8 d. If the youth or permanent connections decline to participate, meetings will be
9 held as Multi-Disciplinary Team (“MDT”) meetings.
- 10 e. The meetings will be held according to the CFT principles outlined in state law
11 and policy but will occur no less than weekly and as much as daily as
12 appropriate to ensure expedited and supported transition.

13 22. The ETCFT meetings will be held on the following timeline:

- 14 a. By June 9, 2023, Respondent will convene initial ETCFT meetings for each
15 child and youth housed at the WET Youth Center, or any other unlicensed
16 setting, except for temporary placements pending licensure or approval as
17 otherwise permissible by law.
- 18 b. By June 12, 2023, the ETCFT transition team for a child or youth housed at the
19 WET Youth Center, or any other unlicensed setting, except for temporary
20 placements pending licensure or approval as otherwise permissible by law, will
21 develop a transition plan that identifies:
- 22 i. Strategies for family finding and engagement and/or other specialized
23 permanency services;
- 24 ii. Any assessments that should be completed or updated, including a Child
25 and Adolescent Needs and Strengths assessment, a safety risk
26 assessment, and educational, developmental, vocational, recreational, or
27 other relevant assessments;
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- 1 iii. Specific supports or services, and the corresponding system partners, that
2 need to be provided to the child or youth, family, provider, or resource
3 family to support the youth’s arrival and successful placement, and
4 which are based on the child or youth’s strengths and needs;
- 5 iv. Other referrals or connections that could benefit the child or youth,
6 family, provider, or resource family;
- 7 v. Any significant safety risks and corresponding mitigation strategies;
- 8 vi. A logistical plan for the transition, including transportation, supervision,
9 and lodging;
- 10 vii. A back-up transition plan to identify and secure secondary placement
11 options;
- 12 viii. A teaming plan to facilitate ongoing partnership and communication
13 throughout placement and in the event of placement disruption.
- 14 c. The transition plan will include clear deadlines for each task or goal, and it will
15 identify the specific person responsible for completing each task or goal.
- 16 d. The ETCFT transition team will meet, either virtually or in person, with the
17 youth and family at least two times a week to establish connection and to
18 identify and document strengths, needs, and goals.
- 19 e. The transition team members will be in frequent and regular communication
20 with each other to accomplish the transition plan successfully and as expediently
21 as possible.

22 23. BHS will make available to every child and youth placed at the WET Youth
23 Center mental health and substance use treatment services during their stay and throughout
24 their transition to a licensed placement.

- 25 a. This includes, but is not limited to, Intensive Care Coordination (“ICC”) for
26 every child and youth housed at the WET Youth Center, or any other unlicensed
27 setting, except for temporary placements pending licensure or approval as
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1 otherwise permissible by law, to identify and access appropriate services,
2 facilitate transition planning, and support the child's overall well-being;
3 substance use and prevention treatment services and intensive mental health
4 services such as High-Fidelity Wraparound or a Full-Service Partnership. In
5 addition to the ICC, the mental health service team will include staff to meet
6 needs identified by the ETCFT or CFT. Staffing may include but is not limited
7 to: a clinician, facilitator, behaviorist, youth peer advocate, and family peer
8 advocate (if applicable).

- 9 b. By June 9, 2023, BHS will assign each child and youth housed at the WET
10 Youth Center, or any other unlicensed setting, except for temporary placements
11 pending licensure or approval as otherwise permissible by law, an ICC
12 Coordinator, who will participate in the transition team meetings described
13 above.
- 14 c. By June 12, 2023, the ICC Coordinator will meet with the child or youth to
15 begin identifying the child or youth's strengths and needs to develop the
16 transition plan with the transition team.
- 17 d. Prior to and after the child or youth's transition out of the WET Youth Center,
18 the ICC Coordinator will initiate a CFT meeting that includes any additional
19 supports that the child or youth requests.
- 20 e. Each child and youth who was housed at the WET Youth Center for seven days
21 cumulative since August 2022 will also be referred to and promptly receive
22 Intensive Care Coordination (ICC) and Therapeutic Behavioral Services
23 ("TBS") unless it is determined by their CFT that TBS would be inappropriate.

24 24. In addition to participating in the ETCFT meetings outlined above, BHS will
25 also include a representative at every CFT meeting for each child and youth placed at the WET
26 Youth Center.

1 25. Respondent will utilize all available resources and supports, including those
2 listed in CDSS' Complex Care Resource Guide, to find appropriate licensed placements and
3 avoid having children and youth at the WET Youth Center, or any other unlicensed setting,
4 from this date forward. This includes, but is not limited to:

- 5 a. Supportive Transition Services from a third party consultant;
- 6 b. Training and technical assistance from the Center for Excellence in Family
7 Finding, Engagement, and Support;
- 8 c. Technical Assistance related to implementation of high-fidelity wraparound;
- 9 d. Technical Assistance calls from the California Department of Social Services
10 ["CDSS"];
- 11 e. Support from CDSS for expedited transition planning and connecting youth to
12 providers;
- 13 f. Micro Targeted Digital Resource Parent Recruitment from Daley Solutions;
- 14 g. Case consultations from the UC Davis TEAM program to support youth with
15 neurodevelopmental disorders and psychiatric comorbidity;
- 16 h. Case consultations from experts in trauma and family engagement for
17 permanency planning support;
- 18 i. Establishment of "Innovative Models of Care" for programs and services that
19 provide children in foster care with alternatives to residential care;
- 20 j. AB 153 funding for child-specific requests for exceptional needs;
- 21 k. AB 153 funding for county capacity building of a high-quality continuum of
22 care to support youth in foster care in the least restrictive setting.

23 26. Respondent may also utilize the following resources:

- 24 a. Information from CDSS on innovative foster care delivery models, such as
25 Mockingbird Family's extended family network model;
- 26 b. The Children and Youth System of Care Strike Team.

1 27. Upon transitioning each child or youth currently placed at the WET Youth
2 Center to a licensed placement, but no later than June 16, 2023, unless amended by mutual
3 agreement of the Parties, Respondent will cease any future use of the WET Youth Center to
4 house children and youth in foster care and will utilize the above activities to support any youth
5 experiencing unlicensed care.

6 28. Respondent will provide Petitioner policies and procedures for the emergency
7 placement of children and youth who are at risk of being placed in unlicensed settings no later
8 than June 16, 2023.

9 29. Respondent will provide Petitioner de-identified data for the following
10 categories on a quarterly basis unless otherwise specified:

- 11 a. Youth who were placed at the WET Youth Center, or any other unlicensed
12 setting, except for temporary placements pending licensure or approval as
13 otherwise permissible by law, in the 12 months prior to the entry of this Final
14 Judgment, including age, gender, race, length of stay, and whether the child was
15 a member of, or eligible for membership in, a tribe;
- 16 b. Number of youth placed with kin immediately after entering foster care;
- 17 c. Number of children placed in unlicensed placements not otherwise authorized
18 by the court;
- 19 d. An aggregated weekly record of the array of mental health services offered,
20 including “no shows” and cancellations;
- 21 e. For each anonymized youth, number of minutes per week the youth received
22 each type of accepted specialty mental health service.

23 30. The Court will retain jurisdiction over this Stipulated Judgment for five years
24 after its entry. Before filing any motion to enforce or modify the terms of the Stipulated
25 Judgment, counsel for the moving party shall contact counsel for the opposing party to discuss
26 thoroughly, preferably in person, the substance of the contemplated motion and any potential
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1 resolution. Any such motion shall not be filed until 10 days after the parties have conferred to
2 discuss the motion. At the end of the five-year period, Petitioner shall dismiss the action.

3 31. The Parties will conduct quarterly status conferences concerning this Stipulated
4 Judgment for three years after its entry and bring the matter back to court if the need arises. In
5 the case of a breach by Respondent requiring court intervention, Respondent agrees to pay
6 Petitioner reasonable costs and attorneys' fees.

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8 **IT IS SO ORDERED.**

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10 Dated: June 27, 2023



11 _____
12 Hon. Shelleyanne W.L. Chang
13 Sacramento County Superior Court
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