IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

G. L., An Infant, by and through his NEXT FRIEND, et al., on their own behalf and on behalf of all others similarly situated,	)	
Plaintiffs,	)	
-against-	)	No. 77-0242-CV-W-1
GARY STANGLER, et al.,	)	
Defendants.	)	

AMENDED MODIFIED CONSENT DECREE

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INTRODUCTION

At the same time that the parties negotiated the modified Consent Decree, they also negotiated a Revised Operational Guide and a Framework for a Monitoring Methodology. The Revised Operational Guide is intended to act as an implementation plan for the Consent Decree. The definitional section and the purpose statement of the Consent Decree also apply to the Revised Operational Guide. Any ambiguities in the mandates of the Consent Decree are to be interpreted by reference to the Revised Operational Guide.

The parties intend to ask the Court to incorporate this modified Consent Decree and the attached Revised Operational Guide into a court order which replaces the March 21, 1983, Consent Decree, 564 F. Supp. 1030 (W.D. Mo. 1983), and any modifications thereto, and supersedes the Court's Order, dated December 7, 1992, except to the extent the December 7, 1992 Order substitutes and add parties as defendants. After the Court incorporates the Modified Consent Decree and the Revised Operational Guide, the mandates of the Consent Decree may only be changed with court approval. The parties agree, however, the mandates of the Revised Operational Guide may be changed by mutual consent of the parties without Court authorization or approval. The parties also agree that in exceptional circumstances, class members may be exempted from specific requirements of the Consent Decree or Revised Operational Guide on a case-by-case basis by mutual consent of the parties.

The parties intend to submit the Framework for the Monitoring Methodology to the G.L. v. Stangler Foster Care Consent Decree Committee, representatives of the plaintiffs and defendants, and technical experts and is to be used by them to develop a comprehensive monitoring methodology. Once it is completed, the parties will ask the Court to incorporate the monitoring methodology into a court order. After the Court has signed such an order, the monitoring methodology only may be changed with approval from the Court.

STATEMENT OF PURPOSE

The purpose of this Consent Decree is to provide all class members with the child welfare services required by the constitution and the laws of the United States, including, but not limited to, protection from harm while in custody of Missouri's Division of Family Services.

DEFINITIONS

Adoption Worker:	A social worker as defined herein to whom adoption functions have been assigned. References to the term "adoption worker" throughout this document do not prohibit DFS from assigning adoption functions to a child's primary social worker.

Alternative Care Placement:	Any out-of-home placement in which a child in DFS legal custody resides.
Alternative Care Provider:	A child's actual caregiver in his/her Alternative Care Placement.
Caseload:	Children assigned to a social worker where the social worker functions as the children's case manager.
Child:	An individual between the ages of zero (0) and twenty-one (21) in the legal custody of DFS.
Child Abuse/Neglect Central Hotline:	The state-wide, toll-free telephone number operated by the Central Registry Unit of the Missouri Division of Family Services to receive reports concerning suspected child abuse or neglect and initiate the process for investigating those reports.
Child-Specific Adoption Recruitment:	The process whereby DFS, through its own program and staff, or by contracting with child placement agencies, uses child-specific information and engages in individualized recruitment activity to locate adoptive homes for designated children in the legal custody of DFS.
Children in DFS Legal Custody:	Children placed in the legal custody of the Missouri Division of Family Services, Jackson County, Missouri Office, pursuant to an order of the Family Court.
Community Resources:	Agencies, organizations, groups or individuals in and around Jackson County, Missouri that provide or assist in the provision of services to families and children, such as, but not limited to, the Local Investment Commission (LINC), the Missouri Foster Care and Adoption Association, Partnership for Children, Family Court, Metropolitan Child Abuse Network, Court Appointed Special Advocates (CASA), National Association of Social Workers (Missouri-Kansas unit) and Coalition for Positive Family Relationships.

DFS:	Missouri Division of Family Services, a division of DSS and subject to the director of DSS.
DMS:	Missouri Division of Medical Services, a division of DSS and subject to the director of DSS.
DSS:	Missouri Department of Social Services.
Family:	All individuals with whom the child lived prior to entering DFS custody, including parents/caretakers.
Family Court:	The Family Court Division of the Circuit Court of Jackson County, Missouri.
Foster Family Home:	A private residence of one (1) or more family members licensed by DFS to provide twenty-four (24) hour care to one (1) or more but less than seven (7) children who are unattended by parent or guardian and who are unrelated to either foster parent by blood, marriage or adoption.
Foster Family Group Home:	A private home of foster parents, including independent foster family group homes as previously defined by 13 CSR 40-72.010, licensed by DFS to provide twenty-four (24) hour care for seven (7) to twelve (12) children who are unattended by parent or guardian and who are unrelated to either foster parent by blood, marriage, or adoption.
Foster Home:	Foster Family Homes, Foster Family Group Homes, and Kinship Homes.
Foster Parent:	Any individual who is licensed by DFS to provide twenty-four (24) hour care to one (1) or more children in DFS custody.
G. L. Monitoring Committee:	The G. L. v. Stangler Consent Decree Monitoring Committee, established pursuant to court order dated July 23, 1985, or its successor.
Healthy Children & Youth Program:	The Missouri Early Periodic Diagnosis and Treatment (EPSDT) Program. See Missouri Medicaid Bulletin, Vol. 14, No. 2 (Jan. 10, 1992) and DSS-DFS Memorandum CS-92-26.

Kinship Home:	A private home licensed or certified by DFS to provide twenty-four (24) hour care to a child in DFS legal custody where the alternative care provider is a relative of that child or a non-related adult with whom the child has a familial relationship.
Kinship Parent:	Any individual who is licensed or certified by DFS to provide twenty-four (24) hour care to one (1) or more children in DFS legal custody to whom the children are related or with whom the children have a familial relationship.
Licensing Restrictions:	Those conditions placed upon a foster home by DFS licensure personnel which limit the number, ages, or gender of children the home can accept. These conditions are independent of the personal preferences of the foster parents.
Panel:	The National Expert Panel established to review child welfare services in Jackson County, Missouri.
Panel Recommendations:	Those recommendations made by the Panel as set forth and as amended by the parties in the June 1994 version of the document entitled "Building for the Future: A High Quality System of Care for Child Welfare Services in Jackson County, Missouri," Volume II (Work Plan).
Parents/caretakers:	A child's caretakers before he/she enters DFS custody, including, but not limited to, birth parents, relatives and other guardians.
Program Administrator:	The Program Administrator for Children's Services of DFS' Jackson County, Missouri Office.
Service Providers:	Individuals, agencies or organizations to whom DFS refers children, families and alternative care providers for the provision of services.
Social Worker:	An individual employed by DFS, engaged in the practice of social work, who is licensed or exempt from licensure under state statute.

Supervisor:	Any individual employed by DFS to supervise/-manage a unit of DFS social workers.
Temporary Foster Care Status:	An alternative care placement designated by DFS as temporary until a permanent of more appropriate placement is achieved.
Vendors:	Agencies, organizations or individuals with whom DFS, DMS or DSS contracts for the provision of child welfare services, including, but not limited to, foster home licensing services, case management services, training services, foster parent recruitment and retention services, and adoption recruitment services.

CORE REQUIREMENTS

I. THE CLASS

1. The requirements of this Amended Modified Consent Decree shall apply to all children in the legal custody of the Missouri Division of Family Services, Jackson County, Missouri Office.

II. PREVENTING ABUSE, NEGLECT & INAPPROPRIATE DISCIPLINE

A. Licensing and Certification of Foster Homes

(Transfer of monitoring for Amended Modified Consent Decree §§ II.A.1- 5 to the DFS Quality Assurance Unit has occurred pursuant to Order of the Court and agreement by the parties.)

1. The assessment study of each prospective foster home shall be done by a trained professional and approved by a trained supervisor.

2. All foster parents shall be licensed in accordance with the procedures set forth in Mo. Code State Regs. Title 13, § 40-60.010, et seq. They shall meet the minimum qualifications set forth in Mo. Code State Refs. Title 13, § 40-60.030, and their homes shall conform to the physical standards set forth in Mo. Code State Regs. Title 13, § 40-60.040.

3. All kinship parents shall be licensed or certified in compliance with Mo. Code State Regs. Title 13, Division 40, Chapter 60, or guidelines set forth in the DFS Resource Development Handbook or its successor.

4. DFS shall approve or deny an application to become a licensed or certified foster home within one hundred-twenty (120) days of the receipt of that application.

5. DFS shall maintain and utilize an automated management information system accessible to all social workers involved in the licensing process. The system shall contain information about foster parent recruitment and the progress and completion of licensing and relicensing studies. The system shall track compliance with Amended Modified Consent Decree § II.A.4.

B. Renewal of Foster Home Licenses and Certifications

(Transfer of monitoring for Amended Modified Consent Decree §§ II.B.1 to the DFS Quality Assurance Unit has occurred pursuant to Order of the Court and agreement by the parties.)

1. Prior to or within ninety (90) days of having its license or certification renewed, each foster home must be in full compliance with all training requirements and applicable licensure or certification requirements and regulations, including, but not limited to, Mo. Code State Regs. Title 13, § 40-60.050.

C. Mandatory Training of Foster and Kinship Parents

(Transfer of monitoring for Amended Modified Consent Decree §§ II.C.1-4 to the DFS Quality Assurance Unit has occurred pursuant to Order of the Court and agreement by the parties.)

1. Prior to receiving a license or certificate to be a foster home, all prospective foster parents and kinship parents shall complete at least twelve (12) hours or pre-service training. Kinship parents may be granted provisional foster parent licenses or certificates without completing the foster parent pre-service training, provided they complete it within ninety (90) days after receiving a provisional license or certificate.

2. Prior to completion of their first two (2)-year licensure or certification period, all foster parents and kinship parents shall complete fifty-two (52) hours of training, of which at least twelve (12) shall be the pre-service training specified in Amended Modified Consent Decree § II.C.1, and twenty (20) shall be in-service training. During each subsequent two (2)-year licensure or certification period, all foster parents and kinship parents shall complete twenty (20) hours of in-service training.

3. The pre-service and in-service training requirements shall apply to adults residing in the foster homes on a permanent basis who have primary child care responsibilities.

4. The pre-service and in-service training shall utilize a core curriculum which, at a minimum, provides foster parents and kinship parents with the knowledge and skills necessary to care appropriately for the class members residing in their homes and informs them of relevant legal mandates and DFS policy. The efficacy of the core curriculum shall be reviewed every two years and the curriculum revised as necessary.

5. DFS shall maintain and utilize an automated management information system accessible to all social workers involved with the foster parent and kinship parent training, licensing and certification processes. The system shall, among other things, track compliance with the mandatory training requirements of Amended Modified Consent Decree §§ II.C.1, II.C.2, and II.C.3.

D. Proper Matching of Children with Appropriate Placements

(Transfer of monitoring for Amended Modified Consent Decree §§ II.D.1-3 and II.D.5-10 to the DFS Quality Assurance Unit has occurred pursuant to Order of the Court and agreement by the parties.)

1. DFS shall develop and utilize a placement practice guide setting forth policies and procedures to guide social workers' decisions related to placement. DFS shall adhere to the policies and procedures set forth in the placement practice guide.

2. DFS shall maintain sufficient staff and other resources so that all children requiring placement are placed promptly and appropriately, and in accordance with their needs. Placements shall be made taking into account the child's need to be placed as close to home and community as possible, the importance of placing siblings together, and the need to place children in home-like settings, including into kinship homes as appropriate.

3. All social workers involved in the selection of placements for class members shall receive pre-service and annual in-service training on proper placement practices and DFS' policies and procedures relating to placement.

4. DFS shall maintain and utilize an automated management information system accessible to all social workers involved in the placement process. The system shall contain information about available placement resources and shall track placement of all class members.

5. The placement of a child in a foster home shall be in conformity with the licensing or certification restrictions of that home.

6. At no time shall the number of children in a foster family home or kinship home exceed (6), including the foster parents' or kinship parents' own children.

7. At no time shall the number of children in a foster family home or kinship home who are five (5) years old or younger exceed four (4). At no time shall the number of children in a foster family home or a kinship home who are two (2) years old or younger exceed two (2).

8. At no time shall the number of children in a foster family group home exceed twelve (12), including the foster parents' own children.

9. Limited exceptions may be made to the capacity restrictions set for in ¶¶ 5-7 above as set forth in Amended Revised Operational Guide §§ II.D.7 and II.D.8.

10. No class member shall remain in temporary foster care status for longer than thirty (30) days, except as provided in Amended Revised Operational Guide § II.d.11.

E. Pre-Placement Process and Supervision of the Placement

1. Prior to each new placement, DFS shall prepare the class member and his/her future alternative care provider(s) for that placement by providing to each of them relevant information concerning the other.

2. Absent the circumstances described in Amended Revised Operational Guide §§ II.E.9-12, at least one (1) pre-placement visit shall occur twenty-four (24) hours prior to a class member's placement in a foster home. If possible, a second pre-placement visit, preferably overnight, shall take place.

3. Except as provided in Amended Revised Operational Guide §§ II.E.13 and II.E.14, immediately following and during a class member's placement in a foster home, the child's social worker shall supervise and monitor the child's placement as follows:

a. Within twenty-four (24) hours of each new placement, the worker shall have one (1) face-to-face visit with the child and one (1) contact with the foster parent(s) or kinship parent(s).

b. During the first month of each new placement, the worker shall have a minimum of one (1) face-to-face visit with the child each week and one (1) contact with the foster parent(s) or kinship parent(s) each week. Two (2) of the face-to-face visits with the child must be with the foster parent(s) or kinship parent(s) in the foster home.

c. During the next five (5) months of each placement, the worker must have a minimum of two (2) face-to-face visits with the child each month and two (2) contacts with the foster parent(s) or kinship parent(s) each month. One (1) of the face-to-face visits with the child must be with the foster parent(s) or kinship parent(s) in the foster home.

d. During the remainder of the placement, the worker shall have a minimum of two (2) contacts each month with the child, one (1) of which must be a face-to-face visit with the foster parent(s) or kinship parent(s) in the foster home.

4. Except as provided in Amended Revised Operational Guide §§ II.E.13-15, DFS shall provide class members in residential treatment facilities with the following supervision and monitoring:

a. Within twenty-four (24) hours of each new placement, the child's social worker shall have one (1) face-to-face visit with the child and one (1) contact with the alternative care provider's staff.

b. During the first month of each new placement, the worker shall have a minimum of one (1) face-to-face visit with the child each week and two (2) contacts with the alternative care provider's staff. One (1) contact with the alternative care provider's staff shall be face-to-face.

c. During the next five (5) months of each placement, the worker shall have a minimum of two (2) face-to-face visits with the child each month and two (2) contacts

with the alternative care provider's staff each month. One (1) of the contacts with the alternative care provider's staff must be face-to-face.

d. During the remainder of the placement, the worker shall have a minimum of two (2) contacts each month with the child, one (1) of which is face-to-face, and one (1) face-to-face contact each month with the alternative care provider's staff.

F. Prohibition on the Use of Inappropriate Discipline of Children and Investigation of and Responses to Suspected Incidents of Abuse, Neglect and Inappropriate Discipline.

(Transfer of monitoring for Amended Modified Consent Decree §§ II.F.1-7 to the DFS Quality Assurance Unit has occurred pursuant to Order of the Court and agreement by the parties.)

1. DFS shall prohibit corporal punishment, inappropriate discipline, abuse, and neglect of class members.

2. Any time a social worker becomes aware that a class member may have been the subject of abuse, neglect or an inappropriate method of discipline:

a. The social worker shall notify the Child Abuse/Neglect Central Hotline immediately.

b. DFS shall promptly notify the social worker's supervisor.

c. DFS shall promptly notify the assigned Family Development Specialist for the home.

d. DFS shall determine whether any child in the alternative care placement is in imminent danger due to abuse, neglect, inappropriate discipline, or dangerous environmental conditions, and should be removed immediately.

e. DFS shall document the incident in writing in the child's record and the record of the alternative care placement in which the child resides.

3. If the incident occurred in a foster home, DFS shall suspend placement of additional children in the home upon receiving notification of the incident until completion of the investigation.

4. Upon receiving notification of the incident, the Child Abuse/Neglect Central Hotline shall refer the case for investigation by a specialized worker who is not supervised by the Program Administrator.

5. The specialized worker shall investigate the incident pursuant to normal Child Abuse/Neglect Procedures.

6. DFS shall establish a permanent team to evaluate the results of each investigation and to make recommendations for services and corrective actions, including possible removal of children currently in the alternative care placement. Team decisions and recommendations shall be made in writing and forwarded promptly to the Program Administrator or his/her designee for his/her review and instruction regarding further agency action.

7. Team decisions, as modified or adopted by the Program Administrator, shall be implemented. If it is decided that the foster parents or kinship parents who are the subject of the investigation must complete a corrective action plan if they wish to continue as foster parents or kinship parents, DFS shall not place any additional children in their home until they have successfully completed the plan. If the foster parents or kinship parents do not agree to undertake the plan or do not complete it successfully, DFS shall decide whether to revoke their license or certification. The Program Administrator or his/her designee shall have final say on all revocation decisions.

G. Providing Adequate Supports

(Amended Modified Consent Decree §§ II.G.1-4 were monitored through the Amended Modified Consent Decree requirements pertaining to the development of an annual Management Plan and its component of "Foster and Adoptive Parent Recruitment and Foster Parent Retention". As a result, transfer of monitoring for Amended Modified Consent Decree §§ II.G.1-4 to the DFS Quality Assurance Unit has occurred.)

1. DFS shall make good faith efforts to obtain an appropriation from the General Assembly for the financing necessary to increase foster care board rates towards an amount consistent with the middle level of the U.S. Department of Agriculture's standard for the cost of raising a child in the urban Midwest and to maintain it at that rate.

2. DFS shall collaborate with foster and kinship parents as individuals and as organized foster and kinship parent groups to establish programs to better assist foster and kinship parents in caring for class members in their homes and to provide incentives for foster and kinship parents to remain as foster and kinship parents.

3. If day care services are necessary, DFS shall provide reimbursement for day care services approved by the social worker of the class member.

4. DFS shall establish and fill position(s) for foster and kinship parent ombudsperson(s) and adoptive parent ombudsperson(s) as specified in Amended Revised Operational Guide § II.G.

III. HEALTH CARE SERVICES

A. Health Care Services

1. All class members shall receive a physical examination within thirty-six (36) hours of coming into DFS custody.

2. All class members shall receive a hearing and eye examination within one (1) month after coming into DFS custody. Class members three (3) years of age or older shall receive a dental examination within one (1) month after coming into DFS custody.

3. All class members shall receive subsequent medical, dental, hearing and eye examinations at the times set forth by the Healthy Children & Youth Program (HCY).

4. All class members shall receive necessary and appropriate health care follow-up services and specialized health care services in a timely manner. DFS shall provide transportation for class members if necessary.

B. Health Care Plan

1. DFS shall develop a health care plan for every class member within thirty (30) days of the child's entry into DFS custody.

2. The health care plan shall describe the class member's health care needs, set forth how those needs will be addressed, when they will be addressed, and who will be responsible for addressing them.

3. Each class member's health care plan shall be revised as needed based on the child's situation.

4. DFS shall take all steps within its control to implement each class member's health care plan.

C. Health Care History and Health Care Records

1. At the time a class member enters DFS custody, DFS shall collect all available health care information about that child.

2. As long as a class member remains in DFS custody, DFS shall maintain accurate health care records for that child that include the child's health care history and the examinations, treatments or hospitalizations that the child has while in DFS custody.

3. The class member's social worker shall have readily available access to the child's medical history and current health care plan. The social worker shall provide relevant health care

information to each and every individual who needs access to that information to provide necessary and appropriate care to the child.

D. Medical Case Management

1. Each class member shall receive the medical case planning and management services necessary to meet his/her health care needs pursuant to a medical case management system established pursuant to Amended Revised Operational Guide §§ III.D.1 and III.D.2.

IV. DEVELOPMENT OF PERMANENCY PLANS AND PERMANENCY PLANNING GOALS

A. Permanency Planning Practice Guide

(Transfer of monitoring for Amended Modified Consent Decree §§ IV.A.1 to the DFS Quality Assurance Unit has occurred pursuant to Order of the Court and agreement by the parties.)

1. DFS shall develop and utilize a permanency planning practice guide setting forth principles, policies and procedures for the provision of family-focused permanency planning and child-specific adoption services, including the preparation of children for adoption. DFS shall adhere to the principles, policies and procedures set forth in the permanency planning practice guide.

B. Preliminary Service Needs Determination

(Transfer of monitoring for Amended Modified Consent Decree §§ IV.B.1-4 to the DFS Quality Assurance Unit has occurred pursuant to Order of the Court and agreement by the parties.)

1. DFS shall establish a daily review process which evaluates all children who have entered DFS custody, as a result of a report of child abuse or neglect, within the previous twenty-four (24) hours to determine if placement was, and continues to be, necessary. With the Family Court's permission, children for whom placement is not necessary shall be returned home promptly.

2. Within three (3) working days of a class member's entry into DFS custody as a result of a report of child abuse or neglect, the social worker(s) assigned to the child's case shall make a preliminary determination, based on all information obtainable, of the child's service needs and the service needs of the child's family. For all other class members, DFS shall conduct a preliminary determination of their service needs and the service needs of their families within three (3) working days of receipt of notification of the children's entry into DFS custody.

3. DFS shall establish, with Family Court, a process by which it receives immediate notification of the Family Court's placement of children in DFS custody.

4. In those situations where a class member needs emergency medical or psychological service intervention prior to the three (3)-day Preliminary Planning Conference discussed below, DFS shall take all steps within its control to provide those services.

C. Preliminary Planning Conference

1. A Preliminary Planning Conference shall be held for each class member who enters DFS custody as a result of a report of child abuse or neglect, even if that child is only in DFS custody temporarily, no more than three (3) working days after the child's entry into DFS custody, but in all cases prior to the child's detention hearing at the Family Court. The child's social worker shall convene the conference. For all other class members, DFS shall conduct a Preliminary Planning Conference within three (3) working days after receiving notice of the child's entry into DFS custody. *(Transfer of Amended Modified Consent Decree § IV.C.1 has been transferred pursuant to Order of the Court and agreement by the parties.)*

D. Preliminary Permanency Plan

1. During the Preliminary Planning Conference, a Preliminary Permanency Plan shall be developed, tailored to the individual needs and circumstances of the class member and his/her family. At a minimum, this plan shall set forth with specificity the following:

a. The reason for the child's entry into DFS custody.

b. A preliminary assessment of the child's immediate service needs; the steps that shall be taken to meet those immediate needs; the identity of the person(s) (by name or by title) responsible for taking those steps; and the time periods within which the steps shall be taken.

c. The child's preliminary permanency planning goal.

d. A target date for accomplishment of the permanency planning goal.

e. A preliminary assessment of the services needed by the child and the child's family to achieve the permanency planning goal.

f. A schedule of the services that DFS will provide to the child and the child's family to accomplish the permanency planning goal; the time periods within which they will be provided; and the DFS employee (by name or title) responsible for their provision.

g. Diagnostic and evaluative services needed to obtain a comprehensive assessment of the services needed to implement the permanency planning goal, including,

but not limited to, the services needed by the child's family; the steps that DFS shall take to obtain diagnostic and evaluative services; and the time periods within which the steps shall be taken.

h. Unless the child's circumstances dictate otherwise, a weekly parent/child and weekly child/sibling visitation schedule that shall be followed until the Comprehensive Permanency Plan is developed and implemented.

2. DFS shall implement each class member's Preliminary Permanency Plan, taking all steps within its control to provide identified services and facilitate parent/child and child/sibling visitation.

E. Comprehensive Permanency Planning Conference

1. Within thirty (30) days from the date of a class member's entry into DFS custody, the child's Permanency Planning Review Team shall convene for the purpose of reviewing and making changes to the child's Preliminary Permanency Plan.

2. A class member's Permanency Planning Review Team shall include:

a. the child's social worker.

b. the child's worker's supervisor.

c. a community representative not employed by DFS.

d. the child's guardian ad litem/attorney.

e. the child unless his/her presence is waived as specified in Operational Guide §§ IV.E.4 and IV.E.5.

f. the child's parents/caretakers unless their parental rights have been terminated.

g. the attorneys for the child's parents/caretakers unless the parental rights of the parents/caretakers have been terminated.

h. the child's potential guardian, if the child's permanency planning goal is guardianship.

i. the child's adoption worker, if the child's permanency planning goal is adoption.

j. the child's adoptive resource if the child's permanency planning goal is adoption and a resource has been identified.

k. the child's alternative care providers.

l. the child's medical case manager (when assigned).

m. representatives from the child's school district if the child is of school age.

n. representatives from the Family Court.

o. the child's and the family's services providers (e.g., counselors, therapists, etc.)

F. Comprehensive Permanency Plan

1. Prior to the first meeting of the child's Permanency Planning Review Team, the child's social worker, with input from the child's parents/caretakers, the child's guardian ad litem/attorney and the child's and family's service providers, shall develop a Comprehensive Permanency Plan.

2. The child's Comprehensive Permanency Plan shall, at a minimum, comply with the requirements of the federal Adoption Assistance and Child Welfare Act, 42 U.S.C. §§ 620-629, 671-679, and Mo. Code State Reg. Title 13, § 40-30.010(4).

3. The Comprehensive Permanency Plan also shall set forth the following:

a. A target date for accomplishment of the child's permanency planning goal.

b. A comprehensive assessment of the services needed to achieve the permanency planning goal.

c. A schedule of the services that DFS shall provide to accomplish the permanency planning goal; the time periods within which they will be provided; and the DFS employees (by name or title) responsible for their provision.

d. Interim goals and measurable objectives needed to be met by the parents/caretakers, the child, the child's potential guardian, and/or the child's adoptive resource, to achieve completion of the permanency planning goal; a target date for the accomplishment of each goal and/or objective; and the individuals responsible for achieving completion of the interim goals and measurable objectives.

e. Schedules for parent/child visitation and weekly child/sibling visitation. If the child's goal is reunification, the schedule shall provide for weekly parent/child

visitation unless a therapist recommends, or the Family Court orders, otherwise. If the goal is other than reunification, frequency of visitation shall be determined by the best interest of the child and the child's permanency planning goal.

4. DFS shall implement each child's Comprehensive Permanency Plan, taking all steps within its control to provide identified services and facilitate parent/child and child/sibling visitation.

G. Written Service Agreements

1. Written Service Agreement(s) shall be developed contemporaneously with the child's first Comprehensive Permanency Plan. Within thirty (30) days of any change in the child's permanency planning goal, additional Written Service Agreements shall be developed, as necessary, and existing ones reviewed and renegotiated, again as necessary. All Written Service Agreements shall be renegotiated, reviewed or renewed at least every ninety (90) days.

2. Each Written Service Agreement shall, at a minimum, contain the elements set forth in Amended Revised Operational Guide § IV.G.2.

3. DFS shall implement each Written Service Agreement, taking all steps within its control to provide the identified services.

H. Six-Month Permanency Planning Review

1. No later than six (6) after a class member has entered DFS custody and every six (6) months thereafter, the child's Permanency Planning Review Team shall meet to review and make changes to the child's Comprehensive Permanency Plan.

2. Prior to the meeting, the child's social worker, with input from the child's family and, if possible, the child's guardian ad litem/attorney, the child's service providers and the family's service providers, shall revise the child's Comprehensive Permanency Plan so that it contains the following:

a. A description of what has happened to the child and family since the last meeting of the Permanency Planning Review Team.

b. What progress, if any, has been made toward achieving the child's permanency planning goal and the interim goals and objectives set forth in the prior Comprehensive Permanency Plan.

c. A reunification plan for the child and parent/caretaker, if DFS plans to recommend, or has recommended, to the Family Court that reunification of the child and parent/caretaker take place. In addition, the Comprehensive Permanency Plan shall contain an aftercare plan, including information about the child's health care and

specifying the services to be offered to the parent/caretaker and the child after the child returns, shall be developed.

3. DFS shall implement each Comprehensive Permanency Plan resulting from a six (6)-month Permanency Planning Review, taking all steps within its control to provide identified services and facilitate parent/child and child/sibling visitation.

I. Permanency Planning Goals

1. Throughout the permanency planning process, each class member shall have a permanency planning goal that reflects the current facts and circumstances of that child's case. Appropriate permanency planning goals shall be limited to reunification, adoption, guardianship or independent living. *(Transfer of Amended Modified Consent Decree § IV.I.1 has been transferred pursuant to Order of the Court and agreement by the parties.)*

a. No child under the age of sixteen (16) may be assigned a permanency planning goal of independent living except as set forth in Amended Revised Operational Guide § IV.I.2.

2. If a child's goal is reunification, at the child's Preliminary Permanency Planning Conference and at each meeting of the Permanency Planning Review Team, conference attendees shall consider and document the following:

a. Whether adoption may be an appropriate goal.

b. If it is not an appropriate goal, whether it might become such a goal, and if so, when and under what circumstance it may become a goal.

c. If it is an appropriate goal, whether voluntary relinquishment of parental rights may be obtained from the child's parents.

3. If it is decided that adoption might be an appropriate goal and that a voluntary relinquishment cannot be obtained, the case shall be referred to DFS' Legal Section for a determination as to whether grounds for termination of parental rights exist. If DFS' Legal Section determines that sufficient grounds for termination exist, the child's social worker shall forward to the Family Court all documentation necessary to initiate a termination of parental rights proceeding. Such documentation shall be forwarded within thirty (30) days of the decision to refer the case to DFS' Legal Section.

4. Within five (5) days of receiving written notification from the Family Court that a termination of parental rights petition will be filed, the social worker shall change the child's permanency planning goal to adoption and refer the child's case to the Adoption Unit or begin adoption planning immediately.

J. Adoption Training and Information Systems

(Transfer of monitoring for Amended Modified Consent Decree § IV.J.1 to the DFS Quality Assurance Unit has occurred pursuant to Order of the Court and agreement by the parties.)

1. All social workers involved in the adoption process shall receive pre-service and annual in-service training on adoption issues.

2. DFS shall maintain and utilize an automated management information system, accessible to all social workers involved in the adoption process. The system shall contain information about available adoption resources and efforts undertaken to find adoptive homes for children with permanency planning goals of adoption. The system also shall monitor DFS' compliance with the adoption time lines mandated by Amended Modified Consent Decree §§ IV.I.3, IV.I.4, IV.K.1, IV.L.1 and IV.L.3, and Amended Revised Operational Guide §§ IV.L.1 and IV.L.2.

K. Adoption Planning Conference

1. Within thirty (30) days of a child's permanency planning goal becoming adoption, an adoption planning conference shall be convened.

L. Adoption Plan

1. At the Adoption Planning Conference, the child's adoption worker, with input from the attendees, shall develop a plan to prepare the child for adoption and to find him/her an adoptive home as soon as possible. The plan shall set forth with specificity the following:

a. The steps to be taken to prepare the child for adoption, including the provision of counseling services.

b. The steps to be taken to find the child an adoptive home.

c. The steps to be taken once an adoptive resource has been located.

d. The individuals (designated by name or title) responsible for taking the steps set forth above.

e. Time frames within which the above steps shall be taken, which, at a minimum, provide that DFS commences the child-specific recruitment mandated by Amended Revised Operational Guide § IV.L.1.c. within sixty (60) days of a child's Adoption Planning Conference if an appropriate match has not been found before then.

f. Periodic and regular contact between the child's adoption worker, the child, his/her alternative care providers, his/her adoptive resource (if one has been located) and his/her guardian ad litem/attorney to keep them informed of the manner in which the adoption process is proceeding.

g. Once an adoptive resource is identified, the resources and services necessary to make the adoption placement successful.

2. DFS shall implement each child's Adoption Plan.

3. Each class member's Adoption Plan shall be reviewed no later than every ninety (90) days and revised if necessary.

4. Once a termination of parental rights petition has been filed, the fact that a child has not been legally freed for adoption shall not, by itself, be used to justify failure to engage in adoption planning or recruitment or to initiate appropriate contact with an identified resource, unless the Family Court has instructed otherwise.

V. PERMANENCY PLANNING IMPLEMENTATION

A. Staff Caseloads, Supervision and Training

(Transfer of monitoring for Amended Modified Consent Decree §§ V.A.6-8 to the DFS Quality Assurance Unit has occurred pursuant to Order of the Court and agreement by the parties.)

1. Social workers whose caseloads contain at least one (1) class member shall have caseloads of no more than twenty-five (25) children. Social workers whose caseloads consist solely of class members shall have caseloads of no more than fifteen (15) children.

2. Social workers performing licensing or adoptive home studies shall have caseloads of no more than twenty-five (25) studies at any given time. No more than fifteen (15) of these studies shall be initial studies.

3. Social workers who are doing home studies as well as serving as case managers to class members shall have caseloads of no more than twenty-five (25) studies or children. No more than fifteen (15) of the studies may be initial studies. No more than fourteen (14) of the children may be class members.

4. With respect to units with social workers whose combined caseloads include more than six (6) class members and any units providing placement, licensing, resource development or adoption services, the following shall apply:

a. DFS shall provide each social worker with adequate supervision as defined in the Amended Revised Operational Guide.

b. Supervisors may supervise seven (7) workers if the reason for supervising seven (7) workers is due to a caseworker being relocated to a different geographic location to balance out caseloads in the various locations, and provided that plaintiffs are notified of the circumstances surrounding the transfer.

c. No supervisor shall carry a caseload except on an emergency or temporary basis as defined in Amended Revised Operational Guide § V.A.1 (Panel Recommendation 11).

d. DFS shall make good faith efforts to provide each unit with sufficient clerical support. Towards that end, DFS shall increase its current clerical staff by hiring six (6) additional full-time equivalent clerical personnel between July 1, 1994 and June 30, 1995. These clerical personnel shall be available to social workers whose caseloads contain class members. *(Transfer of Amended Modified Consent Decree § V.A.4.d has been transferred pursuant to Order of the Court and agreement by the parties.)*

e. DFS shall make good faith efforts to provide every two (2) units with a paraprofessional. Towards that end, DFS shall increase its current paraprofessional staff by hiring six (6) new full-time equivalent paraprofessionals by June 30, 1995. These paraprofessionals shall be available to social workers whose caseloads contain class members. In addition, DFS shall take steps to obtain volunteer paraprofessional assistance from community groups, volunteer organizations, and local universities and schools. *(Transfer of Amended Modified Consent Decree § V.A.4.e has been transferred pursuant to Order of the Court and agreement by the parties.)*

5. No class member shall remain without an assigned social worker for more than five (5) business days.

6. DFS shall provide all new social workers and new supervisors who shall provide services to class members with at least one hundred and five (105) hours of multi-faceted, state-of-the-art orientation training. It shall provide appropriate job-specific orientation training to paraprofessional staff.

7. DFS shall provide at least thirty (30) hours of annual in-service training to all staff providing services to class members, including managers, supervisors and social workers, and eight (8) hours of annual in-service training to clerical staff and paraprofessional staff.

8. By January, 1996, DFS shall provide retraining, using a competency based curriculum, to all staff providing services to class members hired before January 1995, including direct service staff, supervisors and managers.

B. Unit Structure and Managerial Personnel

(Transfer of monitoring for Amended Modified Consent Decree §§ V.B.1-8 to the DFS Quality Assurance Unit has occurred pursuant to Order of the Court and agreement by the parties.)

1. DFS shall recruit, select and hire a Deputy Program Administrator for Children's Services for the DFS Jackson County, Missouri Office.

2. DFS shall establish a placement mechanism whose staffing and resource needs shall be based on an annual needs assessment.

3. DFS shall obtain or designate one (1) full-time equivalent position to provide educational advocacy services for class members.

4. DFS shall establish a recruitment/retention team consisting of a minimum of six (6) full-time persons who report to one (1) supervisor. The team shall have responsibility for the Foster and Adoptive Parent Recruitment and Foster Parent Retention component of the Management Plan.

5. DFS shall designate a Resource Development Coordinator, who, together with the management staff of DFS' Jackson County, Missouri Office, shall have responsibility for developing and implementing the Resource Development component of the Management Plan. The Resource Development Coordinator shall be assisted in implementation of the Resource Development component by the management staff and one (1) full-time person, who is not also a part of the recruitment/retention team.

6. DFS shall establish a Quality Assurance Unit, staffed with individuals specifically trained to develop and implement the Quality Assurance component of the Management Plan.

7. DFS shall establish a Training Unit which shall be staffed with, at minimum, a Coordinator of Training and Staff Development and two (2) training specialists. The Training Unit shall be responsible for developing and implementing the staff, foster parent and kinship parent training component of the Management Plan.

8. DFS shall contract for or hire one (1) full-time staff person with responsibility for programming and maintaining of its Jackson County, Missouri automated management information systems.

C. Management Plan

(Transfer of monitoring for Amended Modified Consent Decree §§ V.C.1-12 to the DFS Quality Assurance Unit has occurred pursuant to Order of the Court and agreement by the parties.)

1. DFS shall develop a Management Plan to assist it in providing child welfare services. Because it is anticipated that the Management Plan shall address the provision of child welfare services to all eligible families and children, including those families who do not have children in DFS legal custody and those children who are not class members, the parties recognize that the plan may address issues and topics outside the scope of the Amended Modified Consent Decree. The inclusion of such issues and topics in the Management Plan shall not be deemed to broaden DFS' responsibilities under this Amended Modified Consent Decree and the accompanying Amended Revised Operational Guide. Such issues and topics shall not be monitored and shall not be available for use against the defendants.

2. The Management Plan shall contain, at a minimum, the following components, each of which is defined in further detail in subsequent sections of this Amended Modified Consent Decree:

a. Staff Recruitment and Retention

b. Foster and Adoptive Parent Recruitment and Foster Parent Retention

c. Staff, Foster Parent and Kinship Parent Training

d. Resource Development

e. Quality Assurance

f. Manual and Automated Management Information Systems

3. Each component of the Management Plan shall, at a minimum, provide for the following:

a. An annual needs assessment conducted pursuant to reasonable professional standards.

b. The establishment of goals based upon the needs assessment.

c. Identified activities and specific tasks designed to accomplish the goals, including strategies to obtain or develop the resources needed to accomplish the goals.

d. Timetables for accomplishing the goals set forth in subsection (b) and the activities and tasks set forth in subsection (c).

e. The designation, by title or name, of the individuals responsible for completion of the activities or tasks, including designation of the management staff person who shall have primary responsibility for implementation of each component of the Management Plan.

4. The Management Plan and each of its components shall be revised annually.

5. DFS shall implement the Management Plan and each of its components by conducting the needs assessments mandated by Amended Modified Consent Decree § V.C.3.a, establishing goals mandated by Amended Modified Consent Decree § V.C.3.b, and undertaking the activities and accomplishing the specific tasks mandated by Amended Modified Consent Decree § V.C.3.c, within the time periods mandated by Amended Modified Consent Decree § V.C.3.d.

Staff Recruitment and Retention Component

6. The Staff Recruitment and Retention component of the Management Plan shall be developed, with input from community resources, to recruit qualified candidates for supervisor, social worker and support staff (including administrative, clerical and paraprofessional) positions, and to retain qualified supervisors, social workers and support staff (including administrative, clerical and paraprofessional personnel).

Foster and Adoptive Parent Recruitment and Foster Parent Retention Component

7. The Foster and Adoptive Parent Recruitment and Foster Parent Retention component of the Management Plan shall provide for the development, with input from community resources, of a multi-year plan to recruit a sufficient number and variety of foster and adoptive parents and to retain a sufficient number and variety of foster parents in an effort to facilitate the timely and appropriate placement of each class member.

Staff, Foster Parent and Kinship Parent Training Component

8. The Staff, Foster Parent and Kinship Parent Training component of the Managment Plan shall be a Comprehensive Annual Training Plan which provides for all staff, foster parent and kinship parent pre-service, orientation and in-service training required by the Amended Modified Consent Decree and the Amended Revised Operational Guide.

Resource Development Component

9. The Resource Development component of the Management Plan shall be a Jackson County Resource Development Plan, developed with input from community resources, that sets forth the resource needs of the Jackson County, Missouri Office of DFS and strategies for meeting those needs.

Manual and Automated Management Information Systems Component

10. The Manual and Automated Management Information Systems component of the Management Plan shall provide for a comprehensive review of all management information systems and record keeping systems utilized in DFS' Jackson County, Missouri Office and a revision of those systems, if necessary, to reduce duplication and the paperwork burden on social workers and supervisors, and to permit timely and complete record-keeping, and the accessibility of information. In addition, it shall provide for the automation of management information systems, including, but not limited to, the information systems utilized by supervisors and social workers involved in the licensing, foster parent training, placement and adoption processes to aid in pro-active case management.

Quality Assurance Component

11. The Quality Assurance component of the Management Plan shall provide for the development of a comprehensive quality assurance program. At a minimum, the program shall provide for periodic systemic and specialized reviews, timely reporting mechanisms, remedial actions and such training as may be necessary.

12. DFS, in conjunction with DMS, shall establish on-going quality assurance procedures to assure implementation of health care plans and the provision to class members of medical case management and planning in accordance with reasonable professional standards.

VI. MISCELLANEOUS PROVISIONS

A. Vendors

1. Nothing in this Amended Modified Consent Decree shall preclude DFS from contracting with qualified vendors to license, relicense and certify foster homes; to provide foster parent recruitment, retention and training services; to provide adoption services; and to provide case management services.

a. The vendors with whom DFS contracts for the provision of licensing services; foster parent recruitment, retention and training services; adoption services; and case management services shall be bound by the requirements of the Amended Modified Consent Decree, including the training requirements.

b. Should DFS contract with any vendor for the provision of case management services, it shall develop a plan setting forth how it intends to monitor and supervise those vendors and submit it to the plaintiffs and the G.L. Monitoring Committee for review and comment. The plan shall be implemented within a reasonable period.

B. Remedial Actions

(Transfer of monitoring for Amended Modified Consent Decree §§ VI.B.1-4 to the DFS Quality Assurance Unit has occurred pursuant to Order of the Court and agreement by the parties.)

1. DFS shall develop and implement a plan to identify class members who have had a goal of reunification for more than eighteen (18) months, and all class members who have a goal of reunification but have not had parental contract for at least six (6) months. In addition, the plan shall provide for the following:

a. An accelerated reevaluation of the permanency planning goals for each of these children, a determination of whether that goal remains appropriate, and if necessary, a change in goal.

b. Intensive casework designed to achieve successful implementation of each child's permanency planning goal within a reasonable period of time.

2. DFS shall develop and implement a plan designed to provide special, intensive recruitment and adoptive placement efforts for those class members who have had a goal of adoption for more than nine (9) months but who have no identified and available adoptive resource.

3. DFS shall develop and implement a plan designed to close foster homes where DFS has determined that the foster parents should no longer serve as foster parents or the foster parents have indicated that they no longer wish to care for children in DFS legal custody.

4. DFS shall develop and implement a plan designed to take appropriate corrective action with respect to reports of abuse, neglect or inappropriate discipline that concern class members that have been received since January 1, 1993, and that have been substantiated or determined to be "probable cause" (substantiated) or "unsubstantiated with preventive services indicated."

C. Exemptions

1. In exceptional circumstances, class members may be exempted from specific requirements of the Amended Modified Consent Decree or Amended Revised Operational Guide on a case-by-case basis by mutual consent of the parties. Requests for such exemptions shall be made in writing by the Program Administrator or his/her designee to plaintiffs' counsel. Plaintiffs' counsel shall respond in writing and if the exemption is agreed upon, correspondence pertaining thereto shall be placed in the class member's case file.

D. Monitoring

1. The G.L. v. Stangler Foster Care Consent Decree Monitoring Committee, established pursuant to Court Order dated July 23, 1985, shall continue to exist until the

Amended Modified Consent Decree expires pursuant to the terms of the Exit Plan described below. It shall monitor defendants' compliance with the Amended Modified Consent Decree and the Amended Revised Operational Guide pursuant to a methodology agreed to by the parties and submitted to the Court for its incorporation into a court order, and shall report the results of its monitoring activities in semi-annual reports to the Court and the parties. The Committee may prepare additional reports as the parties request or the Court directs.

2. Any party may challenge the accuracy of a report issued by the G.L. Monitoring Committee by filing a motion with the Court within sixty (60) days of the Committee's issuance of that report.

3. Defendants shall permit the G.L. Monitoring Committee to have access to all information, personnel and documents necessary to complete the specific tasks identified in the Amended Monitoring Methodology. This access may include, but is not limited to, access to class members and their families; alternative care providers; service providers; vendors; case records concerning class members, their families and their placements; and DFS staff, both at the state and local level. Any requests for access to personnel and information not contemplated by the Amended Monitoring Methodology shall be made to a designated DFS employee. Such personnel and information shall be made available at reasonable times and places and in a manner that does not unreasonably interfere with the operation of DFS.

4. Defendants shall provide the G.L. Monitoring Committee with the office space, office equipment, compensation and funding reasonably necessary for it to perform its job, subject to Court approval.

5. By December 31, 1994, the parties shall submit to the Court for its approval a comprehensive methodology, developed with assistance from the G.L. Monitoring Committee and appropriate technical experts and based on the Framework for Amended Monitoring Methodology referred to in the Introduction to this Amended Modified Consent Decree. That methodology may include an analysis of information collected: (a) by DFS' management and information systems; (b) from a review of relevant case records; and (c) from interviews with class members and their families, DFS staff, alternative care providers, and service providers.

6. The monitoring methodology can be changed only with approval from the Court.

E. Compliance

1. Notwithstanding Amended Modified Consent Decree § VI.G, the parties agree that defendants shall work to achieve 100% compliance with each and every provision of the Amended Modified Consent Decree and Amended Revised Operational Guide.

2. Plaintiffs agree not to move to hold defendants in contempt for:

a. Failure to reach 100% compliance with respect to a particular provision of the Amended Modified Consent Decree or Amended Revised Operational Guide, provided defendants have reached the compliance level for that provision set forth in the Exit Plan.

b. Failure to comply with all of Panel Recommendation 3, Task 1.c of Panel Recommendation 10, or Tasks 1 and 2 of Panel Recommendation 11.

c. Any reasons prohibited by Amended Modified Consent Decree § V.C.1 and Framework for Monitoring Methodology § VII (Additional Measures).

d. Failure of individuals identified in Amended Modified Consent Decree §§ IV.E.2.c-o to attend any Comprehensive Permanency Planning Conference.

F. Reservation of Arguments

1. Subject to Amended Modified Consent Decree §§ V.C.1 and VI.E.2, plaintiffs reserve any and all legal or factual arguments, theories or claims that may be advanced: (a) to enforce the Amended Modified Consent Decree or Amended Revised Operational Guide, including, but not limited to, any arguments, claims, theories that may be made in support of a motion for an order holding defendants in contempt; or (b) to bar expiration of the Amended Modified Consent Decree and the Amended Revised Operational Guide or the transfer of any provision of either document on the grounds specified in Amended Modified Consent Decree § VI.G.2.d.

2. Defendants reserve any and all legal or factual arguments, claims or defenses, including, but not limited to, any defenses based on the eleventh amendment to the United States Constitution, that may be made to defend against a motion: (a) to enforce the Amended Modified Consent Decree or Amended Revised Operational Guide, including, but not limited to, a motion for an order holding defendants in contempt; or (b) to bar expiration of the Amended Modified Consent Decree and the Amended Revised Operational Guide or the transfer of any provision of either document on the grounds specified in Amended Modified Consent Decree § VI.G.2.d.

3. Notwithstanding Amended Modified Consent Decree § VI.E.2, but subject to Amended Modified Consent Decree § V.C.1, the parties are not precluded from using any data or factual information gathered by the G.L. Monitoring Committee, for whatever reason, to support or to defend against a motion: (a) to enforce the Amended Modified Consent Decree and Amended Revised Operational Guide, including a motion to hold defendants in contempt for failing to comply with sections of the Amended Modified Consent Decree and Amended Revised Operational Guide not listed in Amended Modified Consent Decree § VI.E.2; or (b) to bar the expiration of the Amended Modified Consent Decree and the Amended Revised Operational Guide or the transfer of any provision of either document on the grounds specified in Amended Modified Consent Decree § VI.G.2.d.

4. Nothing contained in the Amended Modified Consent Decree, Amended Revised Operational Guide or Amended Monitoring Methodology shall be deemed to require a level of compliance than would otherwise exist under law. The standards contained in the Exit Plan are only for purposes of exit from the Amended Modified Consent Decree and its related provisions and shall not be deemed to constitute an agreement by the parties on what constitutes substantial compliance for any other purpose.

5. All claims by plaintiffs for costs and attorneys' fees are reserved, unless otherwise resolved prior to the Court's approval of the Amended Modified Consent Decree.

G. Exit Plan

1. To exit from the Amended Modified Consent Decree, the Amended Revised Operational Guide and the Amended Monitoring Methodology, defendants are required to reach the compliance levels contained in the Exit Plan, attached hereto as Exhibit A and incorporated by reference, and to sustain compliance for one (1) one and one-half (1 1/2) year period as reflected in three (3) consecutive six (6)-month reports of the G.L. Monitoring Committee. Should defendants' level of compliance with any given standard be no more than five (5) percent below that set forth in the Exit Plan for any one (1) of the six (6)-month periods defendants shall not be precluded from exiting the Amended Modified Consent Decree.

a. Defendant's are not precluded from exit based on the failure to implement and sustain implementation of the Community Quality Assurance Committee (Amended Modified Consent Decree § VII) for one (1) one and one-half (1 ½) year period as described in ¶ 1 above. Rather, the defendant's are required to have the Community Quality Assurance Committee implemented at the time transfer from all other remaining exit requirements has occurred and expiration is imminent. Lack of adherence to the time frames outlined in ¶¶ 3 – 4 of Amended Modified Consent Decree § VII.C does not constitute a lack of complete implementation and subsequently, will not preclude exit.

2. Exiting from the Amended Modified Consent Decree, Amended Revised Operational Guide and Amended Monitoring Methodology shall occur as follows:

a. The Exit Plan, as set forth in Exhibit A, as divided into ten (10) sections.

b. The G.L. Monitoring Committee shall transfer monitoring of each section to DFS' internal Quality Assurance Unit immediately after defendants reach the designated compliance level with respect to each identified standard of that section and sustain compliance at that level for the designated period of time. While defendants shall make good faith efforts to maintain the designated compliance levels, a drop in compliance levels after the transfer of a section shall not be, by itself, grounds for a motion to enforce the Amended Modified Consent Decree or Amended Revised Operational Guide, to hold defendants in contempt or to bar future expiration of the Amended Modified Consent Decree as set forth in the Exit Plan.

Notwithstanding the above, plaintiffs may seek to enforce transferred sections or standards if a drop in compliance levels results in a violation of the plaintiff children's constitutional or federal statutory rights. Nor are plaintiffs precluded from seeking to enforce transferred sections or standards as remedial measures in connection with motions to enforce sections or provisions that have not been transferred.

c. The Amended Modified Consent Decree, Amended Revised Operational Guide and Amended Monitoring Methodology shall expire, without further order of the court and will be of no further force and effect, sixty (60) days after the transfer of the last section(s) to DFS' internal Quality Assurance Unit.

d. The reports of the G.L. Monitoring Committee shall identify the sections, if any, that are to be transferred to DFS' internal Quality Assurance Unit for the subsequent monitoring period. Plaintiffs reserve the right to move, after receiving the reports with such notification, to bar the transfer of monitoring to the Quality Assurance Unit or to bar expiration of the Amended Modified Consent Decree, Amended Revised Operational Guide and Amended Monitoring Methodology on the grounds that defendants are continuing to violate the constitutional or federal statutory rights of plaintiff children or that defendants have not complied with the prerequisites for transfer or expiration.

e. The Exit Plan has not included target dates for meeting the compliance standard. To the extent that any provisions of the Amended Modified Consent Decree, Amended Revised Operational Guide or Panel Recommendation referenced in the Exit Plan refers to target dates, such dates are not intended to be part of the Exit Plan.

3. The Court shall retain jurisdiction over this lawsuit until the Amended Modified Consent Decree, Amended Revised Operational Guide and Amended Monitoring Methodology expire in their entirety pursuant to the terms of the Exit Plan.

VII. COMMUNITY QUALITY ASSURANCE COMMITTEE

A. Purpose and Responsibilities

The Community Quality Assurance Committee (CQA) is to provide permanent external advisory and advocacy feedback on the day-to-day judgements made within the Division of Family Services (DFS) concerning its functioning. The CQA is to provide this oversight through its participation and evaluation of the Quality Assurance Program of the DFS and more specifically, to the Practice Development Review (PDR) Protocol currently utilized by DFS for on-going quality assurance. Further, the CQA's purpose is to ensure, through independent community advocacy, that program, policy and practice improvements gained through the *G. L. v. Stangler* Amended Modified Consent Decree are continued and expanded once Court jurisdiction is terminated. The monitoring function shall include both the information-gathering and the reporting functions of

DFS' quality assurance programs.

Child-specific information shall be gathered during the PDR process and presented, in written form, along with an initial written report of aggregate findings and/or observations compiled from the review, to the members of the CQA for its review. Individual evaluations, known as "write-ups", for all cases reviewed shall be provided. The CQA shall prepare a periodic report containing observations, dissent regarding PDR findings, comments, suggestions and/or recommendations for corrective action. The CQA reports shall be published semi-annually, beginning November 15, 2000. This report shall be submitted to the plaintiffs and Monitoring Committee. The findings and recommendations shall address individual cases, aggregate trends, quality of services, outcomes, and the efficiency of the DFS system and/or the QA system. Any written or verbal findings and/or recommendations made by the CQA shall be disseminated and/or constructed in a manner prohibiting any breach of confidentiality for class members and their families.

DFS, in its on-going implementation of the PDR process, shall recruit community child welfare professionals (or related disciplines) to form a cadre of 15-25 individuals who will be trained to observe and participate in PDR Reviews (shadows). The role of these individuals in the review of individual cases shall consist of a review of written case materials and active participation in the interview and ratings processes. The CQA is to assist DFS in the recruitment of these individuals. However, this does not preclude DFS from utilizing non-Jackson County DFS staff as reviewers and/or shadows in the PDR process when community participants are unavailable. The cadre shall meet with the CQA regularly, as defined by the CQA membership.

B. MEMBERSHIP OF COMMUNITY QUALITY ASSURANCE COMMITTEE

The membership of the CQA shall include 7-8 professionals from child welfare or related disciplines within Jackson County. The selected membership should encompass a broad spectrum of professions so as to create a multi-disciplinary perspective in carrying out the functions of the Committee. DFS shall attempt to involve medical, educational and service professionals. Terms of membership shall be for 3-5 years with terms staggered so that continuity of membership will be maximized.

Members of the CQA are required to attend training related to the PDR process and participate in one PDR review each year. This participation includes attendance at the group case "roll-up" session and the community presentation on the final day of the review. Members shall be prepared to spend two days in training at their initial appointment. Subsequent to their appointment, members must also commit to 8-10 days of activity per year during the period of their term. Members of the CQA are bound by strict rules of confidentiality for child- and/or family-specific information gathered through their advisory and advocacy functions.

C. IMPLEMENTATION: INITIAL AND TRANSITION POST *G.L.*

Jackson County PDR reviews completed prior to defendants' exit from the G.L. Amended Modified Consent Decree will consist of semi-annual reviews of a random sample of 10-12 cases, for an annual total of 20-24 cases. These reviews may be conducted on cases scheduled for review under the Amended Monitoring Methodology set forth in the Amended Modified Consent Decree. After exit from the Amended Modified Consent Decree has occurred, a random sample of approximately 25 cases will be reviewed semi-annually, for an annual total of 50 cases. Selected cases for the pre-exit reviews will be sampled from the class population. Post-exit reviews may include non-class clients, at DFS' discretion. The case "write-ups" for these reviews will be submitted to CQA members and a report prepared in accordance with the Purpose and Responsibilities outlined above.

DFS will prepare and submit to the G. L. plaintiffs and the G. L. Monitoring Committee a list of agencies and/or individuals for membership and/or participation in the PDR review process. The list will be submitted by May 1, 2000. A representative of the Monitoring Committee and a representative of LINC will serve as members of the CQA. Participation by the Monitoring Committee will cease at the point in which exit from the Amended Modified Consent Decree occurs. Alinda Dennis shall serve as Chair of the CQA at its inception and continue in that capacity following DFS' exit from the Amended Modified Consent Decree. Lori Burns-Bucklew shall be appointed as a member after exit from the Amended Modified Consent Decree has occurred.

By June 30, 2000, DFS will have provided community orientation training on the PDR for prospective members of the CQA and prospective participants in the on-going PDR reviews. In addition, DFS will have received a letter of commitment from various agencies for agency representation on the CQA, with focus given to ensuring that a variety of child welfare disciplines are included in the membership. By July 15, 2000, the parties will agree on individual participants.

By August 30, 2000, a two-day training session on the completion of the PDR will be conducted for CQA members and the other PDR community participants. This initial training and all subsequent training will instruct both the CQA membership and shadows on the rules of confidentiality protecting the privacy of class members and their families. The initial review will be conducted no later than September 30, 2000, with a final report anticipated on or about November 15, 2000.

AMENDED EXHIBIT A
(AMENDED EXIT PLAN)
(January 30, 2001)

I. Casework Practice:

A. Licensing and Certification

95% of the foster/kinship homes licensed, relicensed, certified or recertified shall have the required criminal history and child abuse/neglect history checks performed prior to the completion of the licensure/relicensure or certification/recertification process for two consecutive reporting periods. *(Transfer of monitoring for Exhibit A § I.A has occurred pursuant to Order of the Court and agreement by the parties.)*

B. Placement

1. 90% of class members and alternative care providers shall be provided with 80% of available relevant information as defined by Amended Revised Operational Guide §§ II.E.1 and II.E.3 prior to each new placement or at the time of placement as permitted by Amended Revised Operational Guide II.E.4.

2. 85% of pre-placement visits required by Amended Modified Consent Decree § II.E.2 and Amended Revised Operational Guide §§ II.E.5 and II.E.9-12 shall occur.

C. Supervision of Class

90% of class members and their alternative care providers shall receive 90% of the visits and contacts required by Amended Modified Consent Decree §§ II.E.3 and II.E.4 and Amended Revised Operational Guide § II.E.13-15.

D. Planning

1. 90% of class members shall have a comprehensive permanency planning conference within the time periods specified in Amended Modified Consent Decree § IV.E.1 or Amended Revised Operational Guide § IV.E.3.

2. 90% of class members shall receive a comprehensive permanency plan within the time period specified in Amended Modified Consent Decree § IV.F.1 and Amended Revised Operational Guide § IV.F.2.

3. The comprehensive permanency plans of 90% of class members shall be reviewed with the frequency required by Amended Modified Consent Decree § IV.H.1.

E. Service Provision

1. 90% of class members shall receive 85% of child/parent visits required by a preliminary or comprehensive permanency plan shall have occurred. Child/parent visits that do not occur because of the specific circumstances of the child or the parent (and such specific circumstances are documented in the child's case record) shall not be included within the sample analyzed to determine compliance levels.

2. 90% of class members shall receive 85% of child/sibling visits required by a preliminary or comprehensive permanency plan shall have occurred. Child/sibling visits that do not occur because of the specific circumstances of the child or the sibling(s) (and such specific circumstances are documented in the child's case record) shall not be included within the sample analyzed to determine compliance levels.

F. Caseloads

1. 90% of social workers shall have caseloads in conformity with Amended Modified Consent Decree §§ V.A.1-3.

2. 90% of supervisors supervising units whose workers have combined caseloads of six (6) or more class members or that provide licensing, placement, resource development or adoption services shall be supervising no more than six (6) social workers. Exceptions may be made as set forth in Amended Modified Consent Decree § V.A.4.b.

II. Planning and Service Provision:

A. Planning

90% of all class members reviewed through the Mix, Match and Fit Practice Development Review (PDR), in the manner set forth in the Amended Monitoring Methodology, attached hereto, for §II.A.1, shall receive a rating of 6 or 5 for plan development.

B. Service Provision

90% of all class members reviewed through the Plan Implementation Practice Development Review (PDR), in the manner set forth in the Amended Monitoring Methodology attached hereto, for §II.B.1, shall receive a rating of 6 or 5 for delivery of appropriate services, as defined in the Amended Monitoring Methodology.

III. Medical:

A. 90% of all class members reviewed through the Medical Practice Development Review (PDR), in the manner set forth in the Amended Monitoring

Methodology attached hereto, for § III.A., shall receive a Preventive Health Care rating of 6 or 5, as defined in the Amended Monitoring Methodology.

B. 90% of class members reviewed through the Medical Practice Development Review (PDR) in the manner set forth in the Amended Monitoring Methodology attached hereto, for § III.B, shall receive an Ongoing Medical/Dental Intervention rating of 6 or 5, as defined in the Amended Monitoring Methodology.

C. 90% of "medically fragile" class members (as defined by Amended Revised Operational Guide § III.B.2.c.i) shall have health care plans within thirty (30) days of their entry into DFS custody.

D. 90% of "medically fragile" class members (as defined by Amended Revised Operational Guide § III.B.2.c.i) shall have health care plans that include the elements set forth in Amended Revised Operational Guide § III.B.1

E. Health care plans of 90% of "medically fragile" class members (as defined by Amended Revised Operational Guide § III.B.2.c.i) shall be reviewed and revised with the frequency required by Amended Revised Operational Guide § III.B.2.c.ii.

F. For 90% of all class members, DFS shall disseminate health care information in its possession pertaining to those children as required by Amended Modified Consent Decree § III.C.3 and Amended Revised Operational Guide § III.C.2.

IV. Adoption:

A. In 90% of the instances in which a permanency planning review team decides to refer a child's case to DFS' Legal Section for determination as to whether sufficient grounds for termination of parental rights exist, the steps mandated by Amended Modified Consent Decree §§ IV.I.3 and IV.I.4 shall be taken within the time periods mandated by Amended Modified Consent Decree §§ IV.I.3 and IV.I.4.

B. 90% of class members with a permanency planning goal of adoption shall have an adoption planning conference within thirty (30) days of the assignment of a goal of adoption.

C. 90% of a class members with a permanency planning goal of adoption shall have adoption plans that contain the elements set forth below:

1. Steps to be taken to prepare the child for adoption.
2. Steps to be taken to find the child an adoptive home.
3. Time frames within which steps shall be taken.
4. Steps to be taken once an adoptive resource has been located.
5. Schedule of contacts.

D. 90% of the class members with a permanency planning goal of adoption shall receive 90% of the adoptive recruitment activities set forth in their adoption plans within the time periods set forth in those plans, Amended Modified Consent Decree § IV.L.1.e and Amended Revised Operational Guide § IV.L.1. Recruitment activities occurring within a 10% variance of the time specified in the adoption plans, Amended Modified Consent Decree § IV.L.1.e or the Amended Revised Operational Guide shall be deemed in compliance.

E. 90% of class members with a permanency planning goal of adoption shall receive 90% of all visits and contacts required by Amended Revised Operational Guide IV.L.3, IV.L.4 and IV.L.6 and their adoption plans.

F. 90% of adoption plans shall be reviewed at least every ninety (90) days.

V. Information Systems:

A. Social workers engaged in licensing or certification of foster homes shall have access to an automated management information system that operates in the manner contemplated by Amended Modified Consent Decree § II.A.5.

B. Social workers engaged in the placement process shall have access to an automated management information system that operates in the manner contemplated by Amended Modified Consent Decree § II.D.4.

C. Social workers engaged in the adoption process shall have access to an automated management information system that operates in the manner contemplated by Amended Modified Consent Decree § IV.J.2.

VI. Community Quality Assurance:

When expiration from the Amended Modified Consent Decree is imminent, DFS shall have implemented the Community Quality Assurance Committee, in the manner contemplated by Amended Modified Consent Decree § VII.

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

G.L., An Infant, by and through his NEXT FRIEND, et al., on their own behalf and on behalf of all others similarly situated,

Plaintiffs,

-against-
No. 77-0242-CV-W-1

GARY STANGLER, et al.,

Defendants.

AMENDED MODIFIED CONSENT DECREE
AMENDED REVISED OPERATIONAL GUIDE
(December 21, 2000)

I. INTRODUCTION

When this Amended Operational Guide directs DFS to implement a Panel Recommendation, it directs DFS to implement the tasks and products of that Recommendation as those tasks and products have been or may be amended by the mutual consent of plaintiffs and defendants. The parties recognize that some of the tasks and products permit administrative flexibility and the exercise of professional judgment.

Copies of the relevant Panel Recommendations, including their tasks and products, are attached hereto in numerical order and incorporated by reference. Certain of the attached Panel Recommendations have been modified by mutual consent of the parties.

The fact that a Panel Recommendation may be referred to in a section of the Amended Operational Guide or with reference to a particular section of the Consent Decree does not mean that the Recommendation is irrelevant to other sections.

Where there is a conflict between the language of a Panel Recommendation and the text of the Amended Operational Guide, the Amended Operational Guide controls.

II. PREVENTING ABUSE, NEGLECT & INAPPROPRIATE DISCIPLINE

A. Licensing and Certification of Foster Homes

1. To assist it in achieving compliance with the Consent Decree, DFS shall implement Panel Recommendation 21, including its tasks and products.

2. For purposes of Consent Decree § II.A.1, a professional or supervisor shall be considered trained if he/she receives pre-service and annual in-service training on the licensing process, the practice issues attendant to conducting a home study, the decisions involved in assessing the suitability of a foster home and the adequacy of foster parenting skills, and the specific psychological, emotional, physical and educational problems that children in DFS legal custody are likely to have.

3. The curriculum used for the orientation and annual in-service training mandated by Consent Decree § II.A.1, or any revisions thereto shall be submitted to plaintiffs and the G.L. Monitoring Committee for review and comment.

4. All references to state regulations in this section shall be to regulations in effect in January 1994 or as subsequently amended. Proposed amendments to these regulations shall be submitted to plaintiffs and the G.L. Monitoring Committee for review and comment prior to publication in the Missouri Register.

B. Renewal of Foster Home Licenses and Certifications

1. All references to state regulations in this section shall be to regulations in effect in January 1994 or as subsequently amended. Proposed amendments to these regulations shall be submitted to plaintiffs and the G.L. Monitoring Committee for review and comment prior to publication in the Missouri Register.

C. Mandatory Training of Foster and Kinship Parents

1. To assist it in achieving compliance with the Consent Decree, DFS shall implement Panel Recommendation 24, including its tasks and products.

2. The core curriculum referred to in the Consent Decree shall include those topics outlined in Panel Recommendation 24.

3. Should DFS wish to permit foster and kinship parents to obtain training credits for training that does not occur in the traditional classroom setting, it shall provide plaintiffs and the G.L. Monitoring Committee with a list of out-of-classroom training options available to foster and kinship parents, the training credits afforded by each, and the mechanisms for evaluating the effectiveness of such training on a foster-parent-by-foster-parent basis.

4. For purposes of Consent Decree § II.C.3, adults with primary child care responsibilities shall be defined as adults, identified by the foster and kinship parents at the time of licensure, relicensure or certification, as providing a minimum of forty (40) hours of child care per week throughout the upcoming licensure period. These adults must complete the same hours of training required of the foster and kinship parents during that licensure period.

5. DFS shall review annually with each foster and kinship parent his or her compliance with the Consent Decree's mandatory foster and kinship parent training requirements and, where appropriate, develop a plan to ensure that the foster or kinship parent receives the required number of hours prior to the expiration of the licensing period.

D. Proper Matching of Children with Appropriate Placements

1. To assist it in achieving compliance with the Consent Decree, DFS shall implement Panel Recommendations 54 and 56, including their tasks and products.

2. The placement practice guide mandated by Consent Decree § II.D.1 shall be submitted to plaintiffs and the G.L. Monitoring Committee for review and comment prior to its adoption and publication.

3. The training mandated by Consent Decree § II.D.3 shall consist of at least six (6) hours of pre-service and six (6) hours of annual in-service training. The six (6) hour pre-service and the six (6) hour annual in-service training may count towards the social worker's annual thirty (30) hour in-service training.

4. The curriculum used for the training mandated by Consent Decree § II.D.3 and any revisions thereto, shall be submitted to plaintiffs and the G.L. Monitoring Committee for review and comment.

5. During the first year of a foster parents' first two (2)-year licensure period, DFS shall not make any placements in the foster home that would cause a change in the foster home's licensing restrictions. During subsequent licensure periods, placement in a foster home that would cause a change in the home's licensing restrictions only may be made with prior written approval of the licensing supervisor.

a. Beginning July 1, 1997, during the first year of a foster parents' first two (2)-year licensure period, DFS may make changes in the foster home's licensing restrictions only after a written report of an on-site inspection of the foster home and approval by the licensing supervisor. This is not intended to apply to or modify the Consent Decree's restriction of the placement of one foster child during the first six months of licensure. This provision shall become permanent, if no objections are raised by the parties by the time for challenging the Monitoring Committee's Report of May 1998. If plaintiffs object within the above time frame, and the parties cannot reach agreement, this provision will lapse as of July 1, 1998.

b. A child whose placement in a foster home was age appropriate when made, will not be considered out of compliance by the child aging past the age restriction of the home.

6. During the first six (6) months of the first foster parent licensure period, DFS shall not permit more than one (1) foster child to reside with foster parents who have had no previous foster care experience. Exceptions can be made for sibling groups of two (2).

Placement of children over the age of eighteen (18) and under the continuing jurisdiction of the Family Court shall be exempt from this requirement with the foster parents' consent.

7. With respect to foster family homes, DFS may exceed the capacity restrictions set forth in Consent Decree §§ II.D.5-7 only if necessary to place siblings of a child already residing in the foster family home. If DFS wishes to make exceptions to the capacity restrictions of Consent Decree §§ II.D.5-7, the licensing unit must conduct an assessment of the foster family's ability to adequately accommodate the placements before the exception is made and document that assessment in the foster parents' record. If the licensing unit determines that the foster family home can accommodate the sibling placements only if appropriate supports and services are provided, DFS shall provide such supports and services. Under no circumstances shall the number of children in the foster family home exceed two (2) above the foster family home's license capacity. Under no circumstances shall there be more than five (5) children who are five (5) years old or younger or three (3) children who are two (2) years old or younger.

8. With respect to kinship homes, DFS may exceed the capacity restrictions set forth in Consent Decree §§ II.D.5-7, provided that the licensing unit conducts an assessment of the kinship home's ability to adequately accommodate the placements before the exception is made and documents that assessment in the kinship parents' record. If the licensing unit determines that the kinship home can accommodate the placements only if appropriate supports and services are provided, DFS shall provide such supports and services. Under no circumstances shall the number of children in the kinship home exceed two (2) above the kinship home's licensed or certified capacity. Under no circumstances shall there be more than five (5) children who are five (5) years old or younger or three (3) children who are two (2) years old or younger.

9. Each class member's social worker shall document, in writing why a particular alternative care placement has been chosen for that child.

10. Each alternative care placement must be approved, in writing, by a supervisor with knowledge of the case.

11. A child may remain in temporary foster care status for longer than thirty (30) days under the following circumstances:

a. The child will be released from DFS custody within the next thirty (30) calendar days.

b. The child will be moving to a specified, available placement within the next thirty (30) calendar days.

c. The Family Court has ordered that the child remain in a designated placement for a period of time longer than thirty (30) days.

E. Pre-Placement Process and Supervision of the Placement

1. Relevant information to be provided to a class member pursuant to Consent Decree § II.E.1 shall include as much information as is appropriate for the child's age about the

foster home, its composition, the location of the foster home and the school the child will be attending. If possible, DFS shall provide the child with a photograph of the prospective foster family.

2. DFS shall help each class member with the trauma of separation from his/her family and his/her placement in DFS custody.

3. Relevant information to be provided to alternative care providers pursuant to Consent Decree § II.E.1 shall include, but is not limited to, reasons for the child's placement, the child's permanency planning goal, the child's medical history, the child's school placement, a description of the child's medical, psychological, educational and behavioral problems, if any, the child's service needs, the steps DFS shall be taking to meet those needs, and the services DFS shall provide to the alternative care providers, if any, to assist them in caring for the child.

4. If a placement is an emergency placement as defined in Amended Operational Guide II.E.11, information may be provided to the class member and the alternative care provider either prior to or at the time of placement.

5. The following persons shall be present at the pre-placement visit mandated by Consent Decree § II.E.2:

a. The child.

b. The child's social worker.

c. The alternative care provider(s).

6. The child's parents/caretakers shall be present at the pre-placement visit if available and if appropriate based on the child's permanency planning goal or the circumstances of the child's placement.

7. Other children and persons living or working in the home should be present at the pre-placement visit if available.

8. The child's social worker shall schedule the pre-placement visit so that all individuals list in ¶ 5 above are present and the maximum number of individuals in ¶¶ 6 and 7 above may attend.

9. Pre-placement visits with children who are being released from a medical hospital or facility to which they were admitted for non-psychiatric reasons shall occur at least twenty-four (24) hours prior to placement but do not have to occur in the foster home.

10. Pre-placement visits for children who are being released from residential treatment facilities, psychiatric facilities or medical facilities to which they were admitted for psychiatric reasons shall take place pursuant to plans developed by DFS and the discharging facility.

11. Pre-placement visits do not need to occur if the placement is an emergency placement. For purposes of this section, an emergency placement is defined as a placement that occurs under the following circumstances:

a. the child is in imminent danger in his/her current placement and must be removed immediately, or

b. DFS receives less than seventy-two (72) hours notice of the need to place the child.

12. Children who are already residing in a particular placement when the Family Court orders that they be placed in that placement are exempt from the pre-placement visit requirement.

13. If a child is placed in a new alternative care placement on a Friday night, Saturday or holiday, DFS shall provide that child with the twenty-four (24) hour visit mandated by Consent Decree §§ II.3.a and II.4.a on the next business day.

14. Another worker with knowledge of the child may be designated to make the visits required by Consent Decree §§ II.E.3 and II.E.4 only if the child's worker is on leave and that fact that he/she is on leave has been documented. A worker is on leave when he/she has not reported for work because he/she is on annual leave, maternity leave, sick leave, compensatory leave, leave without pay, military leave, or administrative leave. With respect to Consent Decree §§ II.E.3.a and II.E.4.a, the supervisor for the child's regular worker shall make the twenty-four (24) hour visit if the regular worker cannot do so for reasons other than those set forth above. If the foster family is unavailable due to family emergency or vacation, the child's worker shall make the twenty-four (24) hour visit within twenty-four (24) hours of the family becoming available.

15. Class members in residential treatment facilities located more than seventy-five (75) miles from the main office of the Jackson County DFS are exempt from the visitation requirements of Consent Decree § II.E.4. Instead, the child's social worker from Jackson County shall participate personally or by telephone in the periodic reviews of the child's course of treatment, convened by the residential treatment facility. In addition, a DFS social worker from the child's county of residence shall physically attend said periodic reviews. Whenever possible, this worker shall be the child's assigned DFS worker.

F. Prohibition on the Use of Inappropriate Discipline of Children and Investigation of and Responses to Suspected Incidents of Inappropriate Discipline, Neglect and Abuse.

1. To assist it in achieving compliance with the Consent Decree section, DFS shall implement Panel Recommendation 43, including its tasks and products.

2. If the investigation into an incident of abuse, neglect or inappropriate discipline results in a finding of "probable cause" (substantiation), or a finding of "unsubstantiated, but preventive services indicated," the team referred to in Consent Decree § II.F.6 shall meet within fifteen (15) business days of the conclusion of the investigation.

3. The facts surrounding an incident of abuse, neglect or inappropriate discipline, including any findings made at the conclusion of the investigation, shall remain in the child's record and the record of the alternative care providers even if the report is determined to be unsubstantiated.

4. For purposes of Consent Decree § II.F.5, normal Child Abuse/Neglect Procedures are defined as those set forth in the Missouri DFS Child Abuse/Neglect Investigation Handbook.

5. For purposes of Consent Decree §§ II.F.4 and II.F.5, specialized workers are defined as workers assigned to the Out of Home Investigation Unit under the supervision of the DFS Central Office.

6. If services are provided to or corrective actions taken by alternative care providers who are the subject of reports of abuse, neglect or inappropriate discipline, documentation of those services and corrective actions shall be placed in the alternative care providers' record.

G. Providing Adequate Supports

1. To assist it in achieving implementation of the Consent Decree, DFS shall implement Panel Recommendation 22, including its tasks and products.

2. Collaborative activities by DFS with foster and kinship parents shall include, but are not limited to:

a. Making efforts to develop inter-agency agreements in order to increase and streamline foster parent, kinship parent and foster child access to:

(1) Women, Infants, Children (WIC) Program

(2) Local public health services.

(3) First Steps Program

(4) Immunization programs offered by and through the Department of Health

b. Directing and supporting foster parent ombudsperson activities to enhance material support and assistance for foster parents, kinship parents and foster children from businesses, churches, civic organizations in the Jackson County, Missouri area. Furthermore, DFS actively shall seek out increased civic support for the foster parenting program in Jackson County.

c. Enhancing the availability of free and/or low-cost respite care and child care services that are available to foster and kinship parents.

d. Providing support to programs and stores operated by foster, kinship and adoptive parents which provide clothing, food, and other items for active foster parents.

3. The foster and adoptive parent ombudsperson shall be available to assist any foster, kinship and prospective adoptive parent who wishes to raise any issue with DFS, including, but not limited to, permanency planning concerns and supports and services the foster, kinship or prospective adoptive parent may need to better understand and carry out his/her role.

III. HEALTH CARE SERVICES

A. Health Care Services

1. For children two (2) years old and younger, examinations required by the Healthy Children & Youth Program (HCY) after the initial thirty (30) –day examination shall be deemed to be in compliance with Consent Decree § III.A if received within fifteen (15) days of the time specified by the Program. For children over the age of two (2), examinations required by HCY's examination schedule after the initial thirty (30) –day examination shall be deemed to be in compliance if received within thirty (30) days of the times specified by the Program.

2. Specialized and follow-up health care services received within a reasonable time of the period specified by the health care provider shall be deemed to be in compliance with Consent Decree § III.A.4.

B. Health Care Plan

1. At a minimum, each health care plan mandated by Consent Decree § III.B.1 shall include the following:

a. Preliminary and final diagnoses.

b. Required medications.

c. Follow-up appointments.

d. Required medical or specialized services.

2. DFS will enter into new contracts for medical case management to provide services as described below. The parties understand, however, that the final form of such contracts depends upon the results of the bidding process required by state law and approval by the Health Care Financing Administration and may not correspond exactly with the following outline. If said contracts are substantially inconsistent with the attached outline or DFS is unable to successfully execute new contracts, then the parties agree that further negotiations regarding medical case management services will occur. If the parties have exited from the medical services provisions of the Modified Consent Decree, then DFS will solicit the advice of the Community Quality Assurance Committee before any new medical case management contracts are finalized.

Each child who enters the custody of the Division will be assigned to a Nurse Case Manager for a minimum of 30 days. During this initial 30-day period, medical information

will be collected to begin a health history for the child. Trained clerical staff who then provides the information to a Nurse Case Manager can collect this information. The Nurse Case Manager will assess the health status of the child by reviewing the information obtained at the 36 hour medical, 30 day hearing, eye, and dental screenings and health care history. After reviewing the health status of the child, the Nurse Case Manager will determine if the child is considered; 1) a healthy child or child with minimal health care needs; 2) a child who has behavioral or mental health issues; or 3) is in need of ongoing medical care due to chronic or episodic medical condition of a serious nature and is considered to be medically fragile.

a. Category 1 Definition and Services

i.) Definition: The child has been determined to be a "well-child" and none of the circumstances or conditions described in §§ III.B.2.b-c, as follows, is present.

ii.) Services: If the child is determined to be a healthy child, the following Nurse Case Management activities are required:

- Maintain a file of the child's medical care
- Attend the 72 hour and 30 day Family Support Team (FST) meeting
- Maintain contact with the child's alternative care provider or the child as age appropriate.
- Initiate and maintain a medical passport for the child, updating as necessary
- Send passport to the alternative care provider at the initial placement and at any placement changes
- Complete the CS-1 health care information and provide it to the child's Social Worker prior to FST meetings
- Continually assess child to determine if the child should be receiving a higher level of Nurse Case Management services.
- Send an updated medical passport and immunization record to appropriate persons when child is discharged from the Nurse Case Management System.

b. Category 2 Definition and Services

i.) Definition: The following guidelines are to be used to determine whether a child is to receive more intensive Nurse Case Management due to behavioral or mental health issues:

- Child is placed in a group home or residential facility due to behavioral or mental health issues
- Child is placed as a behavioral or career child in a home designated as such

- Child is receiving anti-anxiety or antidepressant or multiple medications; and, the medication(s) do(es) not require monitoring by laboratory or other clinical testing. In addition, the disorder or disease for which the medication has been prescribed is stable.
- Child has been hospitalized due to behavioral or mental health issues within the last 3 months.
- Child is receiving counseling due to threats of suicide or due to eating disorders or other behavioral or mental health issues that pose immediate health risks

ii.) Services: If the child is determined to need more intensive Nurse Case Management due to behavioral or mental health issues, the following activities are required:

- Maintain a file of the child's medical care including mental health records
- Attend all FST's for the child.
- Review treatment plans for a child in residential treatment centers
- Monitor medications received by the child
- Review lab work that is required due to medications child is receiving
- Review progress reports for child that is receiving counseling
- Maintain contact with the child's alternative care provider at least 2 times per month. An in-person visit with the child and the child's alternative care provider shall occur at least 1 time per quarter. Nurse Case Managers shall be exempt from the quarterly personal visit when the class member's placement is located more than 75 miles from the main office of Jackson County DFS.
- Complete and maintain a medical passport for the child, updating as necessary
- Send passport to the alternative care provider at the initial placement and any placement changes
- Complete health care plans within 30 days of the child entering the custody of the Division and every 60 days there after. The health care plans are to contain the following information:
  - ✓ Diagnoses
  - ✓ Required medications
  - ✓ Follow-up appointments
  - ✓ Required medical or specialized services.
- Complete the CS-1 health care information and provide it to the child's Social Worker prior to FST meetings
- Send an updated medical passport and immunization record to appropriate persons when child is discharged from the Nurse Case Management System.

- Follow child for 60 days after release from DFS custody. During this time, the same level of care is to be maintained as before the child was discharged, including 2 contacts per month and assisting new care giver and providing assistance in obtaining needed resources and education.

c. Category 3 Definition and Services

i.) Definition: The following guidelines are to be used to determine whether a child is to receive more intensive Nurse Case Management due to ongoing medical care due to a chronic or episodic medical condition and is considered to be medically fragile:

- Non-compliance with medications
  - ✓ Child non-compliant
  - ✓ Caregiver non-compliant
  - ✓ Medication not available
- Receiving parenteral medications, or has IV access or requires specialized medical equipment, e.g.:
  - ✓ TPN
  - ✓ IV Antibiotics
  - ✓ PIC Line
  - ✓ Central Line
- Alcohol or drug exposed infant or suspected Fetal Alcohol syndrome
- High Risk Infants, e.g.
  - ✓ Small gestational age
  - ✓ Hyperbilirubinemia
  - ✓ Hospital stay of more than 3 days after birth
  - ✓ Blood incompatibility
- Surgical procedures – nurse case manager to follow progress for 60 days after surgery. When child is released from doctor's care and there are no other circumstances requiring more intensive nurse case management, then child may be considered as a healthy child
- Terminal stage of any disease process
* Unstable phase of any disease process; e.g.:
  (1) HIV exposure or diagnosis
  (2) AIDS diagnosis
  (3) Asthma
  (4) Diabetes
  (5) Sickle Cell Anemia
  (6) Seizure disorder
* Child is eligible for services through the Bureau of Special Health Care Needs

* Child is receiving treatment or medication on a regular basis that requires monitoring on an ongoing basis as ordered by a physician, e.g.:
  (1) Diabetes
  (2) HIV
  (3) Sickle cell
  (4) Failure to thrive
  (5) Anti-psychotic medications such as halidol, lithium or risperdol that require frequent, regular blood level testing.
  (6) Any medication or combination of medications which require, by physician or manufacturer instruction, frequent and regular laboratory and/or clinical testing for continued administration.
* Child with lead levels of 10 or above.

ii.) Services: If the child is determined to need more intensive Nurse Case Management due to ongoing medical care or due to a chronic or episodic medical condition and is considered to be medically fragile the following activities are required:

- Maintain a file of the child's medical care including mental health records
- Attend all FST's for the child.
- Monitor all health care services received by the child
- Visit child in the home within 5 working days of enrollment with a nurse case manager.
- Maintain contact with the child's alternative care provider at least 2 times per month. Visits may include visits in the home or by accompanying child and AC provider to medical appointments. Face-to-face contacts should occur at least every 2 months.
- Complete and maintain a medical passport for the child, updating as necessary
- Send passport to the alternative care provider at the initial placement and any placement changes
- Complete the CS-1 health care information and provide it to the child's Social Worker prior to FST meetings
- Complete health care plans within 30 days of the child entering the custody of the Division and every 60 days there after. The health care plans are to contain the following information:
  ✓ Diagnoses
  ✓ Required medications
  ✓ Follow-up appointments
  ✓ Required medical or specialized services.
- Assist the alternative care provider in obtaining or linking with resources.

- Assist the alternative care provider by providing educational information regarding the child's condition
- Attend adoption staffings in which a potential adoptive home is being selected for the child
- Be available to potential care givers for the child to provide information about the child's health history and on-going care
- Develop a written summary of child's on-going health care needs every 2 months. Information is to be made available to the alternative care provider and the child's social worker.
- Send an updated medical passport and immunization record to appropriate persons when child is discharged from the Nurse Case Management System.
- Follow child for 60 days after release from DFS custody. The same level of care is to be maintained, including 2 contacts per month and assisting new care giver and providing assistance in obtaining needed resources and education.

d. At the time that a child no longer meets the criteria for the intensive level of Nurse Case Management, then, if no other circumstances exist requiring more intensive nurse case management, the child may be followed as a healthy child.

3. Each child's health care plan shall be made part of the child's medical record and Comprehensive Permanency Plans.

4. If a class member has run away from DFS physical custody prior to the timely development of the health care plan as required by Consent Decree § III.B.1., the health care plan will be due either 30 days from the child's entry into DFS legal custody or 10 days after his/her return to physical custody, whichever is later.

C. Health Care History and Health Care Records

1. To collect all available health care information about a child as mandated by Consent Decree § III.C.1, DFS shall obtain relevant information from the child's family and records from the child's previous health care providers, and ascertain whether the child is currently on medication and has or has had:

a. Medical problems, including chronic ailments or childhood illnesses, and dental, eye or hearing problems.

b. Inoculations and immunization.

c. Psychological problems.

d. Allergies.

2. To comply with Consent Decree § III.C.3, the child's social worker shall, at a minimum, provide a summary of available health care information, including the child's health care plan, to:

a. Foster and kinship parents at the time of placement or one week after plan is developed.

b. To the child's family at the time the child is returned home.

c. To those service providers providing services to the child that are related to the child's health care problems. The health care plan, however, shall only be provided if appropriate.

D. Medical Case Management

1. To assist it in achieving implementation with the Consent Decree, DFS shall implement Panel Recommendations 25 and 26, including their tasks and products.

2. The Medical Care Oversight Committee contemplated by Panel Recommendation 25 shall include representatives from the Family Court, Missouri Foster Care and Adoption Association and the current Jackson County Medical Care Coordinator. The Committee may seek technical assistance from the community as necessary and make recommendations to DFS for the appointment of additional community members.

3. DFS shall take steps to reduce duplicative and overburdensome paperwork requirements associated with medical case management.

IV. DEVELOPMENT OF PERMANENCY PLANS AND PERMANENCY PLANNING GOALS

A. Permanency Planning Guide

1. To assist it in achieving compliance with the Consent Decree, DFS shall implement Panel Recommendations 53, 64 and 67, including their tasks and products.

2. The permanency planning practice guide mandated by Consent Decree § IV.A.1 shall be submitted to plaintiffs and the G.L. Monitoring Committee for review and comment prior to its adoption and publication.

B. Preliminary Service Needs Determination

1. To assist it in achieving compliance with the Consent Decree, DFS shall implement Panel Recommendations 41 and 55, including their tasks and products.

2. The placement of children who enter DFS' custody on Friday night, Saturday or a holiday shall be reviewed on the next business day.

3. With respect to Consent Decree § IV.B.1, DFS shall make a recommendation to the Family Court on or before the next business day that a child be returned home if it determines that out-of-home placement is not necessary.

4. If a class member has run away from DFS physical custody prior to the timely completion of a child's assessment and development of the Preliminary Permanency Plan as required by Consent Decree §§ IV.B.1, IV.B.2 and IV.D., the assessment and Preliminary Permanency Plan will be due within three (3) days of the child's return to DFS physical custody.

C. Preliminary Planning Conference

1. The social worker assigned to the child, a supervisor with knowledge of the case and, if the child was the subject of a report of child abuse or neglect, the social worker assigned to investigate/assess that report, shall attend the Preliminary Planning Conference mandated by Consent Decree § IV.C.1.

2. DFS shall invite to the Preliminary Planning Conference the child's parents/caretakers and the child, if DFS determines that the child's presence would be appropriate. DFS shall facilitate the attendance of the child's parents/caretakers in the conference. If parents/caretakers do not attend, DFS shall document reasons for non-attendance and the attempts to facilitate attendance.

3. DFS shall notify the child's guardian ad litem/attorney and the attorney for the child's parents/caretakers of the date, time and place of the conference if DFS is aware that such individuals have been retained, assigned or appointed to the case.

D. Preliminary Permanency Plan

1. The service assessments required by Consent Decree §§ IV.D.1.b, IV.D.1.e and IV.D.1.g shall include, but are not limited to, assessments of the child's medical, psychological, behavioral and educational needs.

2. If the preliminary plan does not provide for a weekly parent/child or child/sibling visitation schedule, the reasons for having a different schedule shall be documented in the Preliminary Permanency Plan.

3. The Preliminary Permanency Plan shall be signed by those persons in attendance at the Preliminary Planning Conference who are in agreement with the plan. If an individual attending the conference is not in agreement with the plan, his/her dissent and the reasons therefore shall be noted on the plan. DFS shall develop a procedure for reviewing and acting upon dissents.

4. After it is completed, the Preliminary Permanency Plan shall be submitted promptly to the Family Court, the child's parents/caretakers and the child's alternative care

providers. It also shall be submitted to the child's guardian ad litem/attorney and the attorneys for the parents/caretakers if/when such individuals have been retained, assigned or appointed.

E. Comprehensive Permanency Planning Conference

1. DFS shall provide each member of a child's Permanency Planning Review Team with written notice of the date, time and location of the Comprehensive Permanency Planning Conference at least ten (10) working days prior to the conference. Those team members whose identity and/or location is not known to DFS ten (10) working days prior to the conference shall be given notice of the conference by telephone as soon as DFS becomes aware of their identity and/or location.

2. DFS shall facilitate the attendance of the child's parents/caretakers in the conference. If parents/caretakers do not attend, DFS shall document reasons for non-attendance and the attempts to facilitate attendance.

3. The Comprehensive Permanency Planning Conference may be postponed at the discretion of the Program Administrator or his/her designee if a significant number of Permanency Planning Review Team members cannot attend. Under no circumstances, shall the Comprehensive Permanency Planning Conference be held more that forty-five (45) days after a child has entered DFS custody.

4. A child age twelve (12) or over may waive his/her presence at the Preliminary Planning Conference or may have his/her presence waived by his/her guardian ad litem/attorney.

5. A child, under age twelve (12), may have his/her presence waived by mutual consent of his/her guardian ad litem/attorney and social worker.

F. Comprehensive Permanency Plan

1. The statutes and regulation referred to in Consent Decree § IV.F.2 are those in existence in January 1994, or as subsequently amended. Proposed amendments to the state regulations shall be submitted to plaintiffs and the G.L. Monitoring Committee for review and comment prior to their publication.

2. If a child's first Comprehensive Permanency Planning Conference is not held within thirty (30) days of the child's entry into DFS custody for the reasons set forth in Amended Operational Guide § IV.E.3, the child's Comprehensive Permanency Plan shall be developed no later than forty-five (45) days from the child's entry into DFS custody.

3. The comprehensive service assessment required by Consent Decree § IV.F.3.b shall include, but is not limited to, an assessment of the child's medical, psychological, behavioral and educational services.

4. The Comprehensive Permanency Plan shall be signed by each member of the child's Permanency Planning Review Team in attendance and in agreement with the plan. If a member of the team is not in agreement with the plan, his/her dissent and the reasons therefore

shall be noted on the plan. DFS shall develop a procedure for reviewing and acting upon dissents.

5. After it is completed, the Comprehensive Permanency Plan shall be submitted promptly to the Family Court, the child's parents/caretakers, the attorneys for the parents/caretakers (if such attorneys have been assigned or retained), the child's guardian ad litem/attorney and the child's alternative care providers.

6. If a class member has run away from DFS physical custody prior to the timely development of the child's assessment required by the Consent Decree § IV.F.3.b and the child's Comprehensive Permanency Plan required by Consent Decree § IV.E.1, the assessment and comprehensive permanency plan shall be due either 30 days from the child's entry into DFS legal custody or 10 days after his/her return to physical custody, whichever is later.

G. Written Service Agreements

1. Written service agreements are agreements between DFS and appropriate persons based on the child's permanency planning goal. The Written Service Agreements shall set forth with particularity the roles and responsibilities of each person/party to the agreement with regard to implementation of the child's Comprehensive Permanency Plan.

2. Each Written Service Agreement shall, at a minimum, specify the following:

a. The steps to be taken by the parties to the agreement to meet the interim goals and objectives set forth in the child's Comprehensive Permanency Plan.

b. The individuals (designated by name or title) responsible for taking the steps set forth above.

c. Time frames within which the above steps will be taken.

d. Time frames and mechanisms for measuring progress in achieving goals and objectives and evaluating service intervention.

3. The facts and circumstances of a child's case may require that there be more than one Written Service Agreement:

a. If a child's permanency planning goal is reunification, DFS shall develop a Written Service Agreement with the child's parents/caretakers and if appropriate, the child.

b. If a child's permanency planning goal is independent living, DFS shall develop a Written Service Agreement with the child, and if appropriate, the child's parents/caretakers.

c. If a child's permanency planning goal is guardianship, DFS shall enter into a Written Service Agreement with the child's potential guardian, if identified, the child's parents/caretakers, if appropriate, and/or the child, if appropriate.

d. If a child's permanency planning goal is adoption, DFS shall enter into a Written Service Agreement with the child's adoptive resource, if identified, the child's parents/caretakers, if appropriate, and/or the child, if appropriate.

4. If the child's goal is independent living, the Written Service Agreement shall include a specific plan for the development of an alternative living arrangement when the child leaves alternative care and the supports necessary to make that living arrangement successful.

5. Each Written Service Agreement shall be signed by all parties to the agreement or their agent/representative. If any party refuses to sign and does not agree with the Written Service Agreement, the social worker shall document that party's disagreement and the reasons therefor.

6. A Written Service Agreement renegotiated, reviewed or renewed within three months of the previous agreement shall be deemed in compliance with the 90 day requirement contained in Consent Decree § IV.G.1.

H. Six-Month Permanency Planning Review

1. DFS shall provide each member of a child's Permanency Planning Review Team with written notice of the date, time and location of a six (6)-month Permanency Planning Review at least ten (10) working days prior to the conference. Those team members whose identity and/or location are not known to DFS ten (10) working days prior to the conference shall be given notice of the conference by telephone as soon as DFS becomes aware of their identity and location.

2. DFS shall facilitate the attendance of the child's parents/caretakers in the conference. If parents/caretakers do not attend, DFS shall document reasons for non-attendance and the attempts to facilitate attendance.

3. The Comprehensive Permanency Plan resulting from each six (6) – month Permanency Planning Review shall be signed by each team member in attendance and in agreement with the plan. If a member of the team is not in agreement with the plan, his/her dissent and the reasons therefore shall be noted on the plan. DFS shall develop a procedure for reviewing and acting upon dissents.

4. The Comprehensive Permanency Plan resulting from each six (6) – month Permanency Planning Review shall be submitted promptly to the Family Court, the child's parents/caretakers, the child's guardian ad litem/attorney, the attorneys for the parents/caretakers and the child's alternative care provider.

5. A child's social worker may change the interim goals and objectives set forth in a child's Comprehensive Permanency Plan prior to a meeting of the child's Permanency Planning

Review Team if the child's and/or family's circumstances indicate that such a change is warranted and the worker's supervisor has approved the changes. A child's social worker may change the child's permanency planning goal prior to a meeting of the child's Permanency Planning Review Team if the worker's supervisor and the child's guardian ad litem/attorney each approve the change.

I. Permanency Planning Goals

1. To assist it in achieving compliance with the Consent Decree, DFS shall implement Panel Recommendation 64, including its tasks and products.

2. Class members who are fourteen (14) or fifteen (15) years old may be assigned a permanency planning goal of independent living if they have stated that they do not wish to be adopted or have a guardian appointed and it has been documented that adoption or guardianship is not in the child's best interest.

J. Adoption Training and Information Systems

1. To assist it in achieving compliance with the Consent Decree, DFS shall implement Panel Recommendations 62 and 67, including their tasks and products.

2. At a minimum, the adoption training mandated by Consent Decree § IV.J.1 shall address the following topics: determining adoptability, preparing children for adoption, recruiting adoptive families and matching children with adoptive resources.

3. The curriculum used for the training mandated by Consent Decree § IV.J.1 and any revisions thereto shall be submitted to plaintiffs and the G.L. Monitoring Committee for review and comment.

K. Adoption Planning Conference

1. The child's social worker and adoption worker shall attend the planning conference mandated by Consent Decree § IV.K.1. If the child's social worker is performing adoption functions and there is no adoption worker, the social worker's supervisor shall attend. The child's guardian ad litem/attorney, alternative care provider (if appropriate) and service providers (if appropriate) shall be invited to attend the adoption planning conference.

L. Adoption Plan

1. For purposes of the Adoption Plan, the steps to be taken to find the child an adoptive home shall include, but are not limited to, the following:

a. A determination of whether the child's current foster or kinship parents are interested in adoption, and if they are, a prompt determination of their appropriateness as adoptive resources and the prompt completion of a home study.

b. If the current foster home is not an available resource, prompt preparation of an adoptive profile of the child and review of currently approved adoptive studies to determine if there are appropriate resources.

c. If there are no appropriate homes among existing adoptive studies, child specific recruitment shall occur with a minimum of five referrals to adoption exchanges, specialized adoption placement agencies, and/or other child specific adoption recruitment activities. These may include, but not be limited to: placement on the Internet, referrals to Wednesday's Child, Children Awaiting Parents and other multimedia recruitment activities.

d. If the activities and referrals outlined in section c. above do not result in an approved adoptive resource within 60 days, ongoing and appropriate child specific adoption recruitment activities shall occur at a minimum of three referrals or activities every three months (90 days) until an adoptive resource is located, staffed and approved by DFS.

2. The steps to be taken once an adoptive resource has been located shall include, but are not limited to, the following:

a. Prompt notification of the prospective adoptive parents of a match.

b. Prompt commencement of pre-placement visits between the child and the prospective adoptive parents.

c. An assessment of the post-adoptive service needs.

3. If the child's social worker is performing adoption functions and there is no adoption worker, DFS shall be considered in compliance with Consent Decree §§ IV.L.1.f and IV.L.2 if the social worker provides visits in accordance with Consent Decree §§ II.E.3 and II.E.4 and has two (2) contacts per month with the child's adoptive resource (if one has been located). One (1) contact shall be face-to-face, if possible. In addition, the child's social worker shall be expected to maintain periodic and regular contact with the child's guardian ad litem/attorney as required by Consent Decree §§ IV.L.1.f and IV.L.2.

4. If the child has both a social worker and an adoption worker, DFS shall be in compliance with Consent Decree § IV.L.1.f and IV.L.2 if the adoption worker visits with the child at least once each month and has two (2) contacts per month with the child's adoptive resource (if one has been located). One (1) contact shall be face-to-face, if possible. In addition, the child's adoption worker shall be expected to maintain periodic and regular contact with the child's alternative care providers and guardian ad litem/attorney as required by Consent Decree § IV.L.5 and IV.L.2

5. An adoption plan reviewed within three months of the previous plan shall be deemed in compliance with the 90 day requirement contained in Consent Decree § IV.L.3.

6. If the class member's adoptive resource is the alternative care provider with whom the class member lives, contacts with the adoptive resource (as required by Amended Operational Guide §§ IV.L.3-4) will not be additionally monitored in this section, but will instead be monitored only according to Amended Exit Plan § I.C. Contacts with the child (as required by Amended Operational Guide §§ IV.L.3-4) will not be additionally monitored in this section, but will instead be monitored only according to Amended Exit Plan § I.C.

V. PERMANENCY PLANNING IMPLEMENTATION

A. Staff Caseloads, Supervision and Training

1. To assist it in achieving compliance with the Consent Decree, DFS shall implement Panel Recommendations 11 and 42, including their tasks and products.

2. A social worker will be considered to have received adequate supervision if he/she meets with his/her supervisor and unit according to Panel Recommendation 11, Task 5.

3. DFS shall submit the curriculum to be used for the training mandated by Consent Decree §§ V.A.6 and V.A.7 and any revisions thereto to plaintiffs and the G.L. Monitoring Committee for review and comment.

4. DFS shall submit the curriculum to be used for the training mandated by Consent Decree § V.A.8 to plaintiffs and the G.L. Monitoring Committee for review and comment. By January 1995, the curriculum shall be incorporated into the pre-service/orientation training provided to all new social workers. All workers receiving such training mandated by Consent Decree § V.A.8 shall be exempt from the thirty (30) –hour annual in-service training requirement for calendar year 1995.

5. When a newly hired social worker is assigned to a unit to fill an impending vacancy, the newly hired social worker shall not be considered in determining the worker/supervisor ratio for a period of time not to exceed four (4) weeks. During that period of time, the Supervisor shall not carry a caseload.

6. In applying Consent Decree § V.A.4.b. a supervisor/worker ratio of one to seven shall be deemed in compliance if two of the workers assigned to that supervisor are adoption specialists.

B. Unit Structure and Managerial Personnel

1. To assist it in achieving compliance with the Consent Decree, DFS shall implement Panel Recommendations 1, 3, 13, 22, 54 and 63, including their tasks and products.

C. Management Plan

1. In formulating the Management Plan for FY 95, FY96 and FY 97, DFS shall give special priority to those items that the Panel's Recommendations identify as needing such

attention, including, but not limited to, specialized staff training needs identified in Panel Recommendations 14, 52 and 62.

2. The Panel Recommendations attached to the Amended Operational Guide and incorporated by reference shall function as the framework for needs assessment required by Consent Decree § V.3.a during the first, second and third years that Management Plans are developed and implemented.

3. If DFS undertakes the activities and accomplishes the tasks mandated by the Management Plan within a reasonable time after the time frames set forth in the Management Plan, it shall be deemed to be in compliance with Consent Decree § V.C.5.

Staff Recruitment and Retention Component

4. To assist it in achieving compliance with the Consent Decree, DFS shall implement Panel Recommendations 8, 9 and 10, including their tasks and products.

Foster and Adoptive Parent Recruitment and Foster Parent Retention Component

5. To assist it in achieving compliance with the Consent Decree, DFS shall implement Panel Recommendations 19, 20, 21, 22, 58, 63 and 65, including their tasks and products.

6. The needs assessment conducted pursuant to the Foster and Adoptive Parent Recruitment and Foster Parent Retention component of the Management Plan shall include, but is not limited to, the following:

a. A determination of the number of emergency foster homes that are needed.

b. A determination of the number of professional level foster homes and adoptive homes that are needed to accommodate children with medical, emotional or behavioral problems.

c. An identification of the reasons foster parents are leaving the system.

Staff, Foster Parent and Kinship Parent Training Component

7. To assist it in achieving compliance with the Consent Decree, DFS shall implement Panel Recommendations 13, 14, 16, 24, 28, 36, 52 and 62, including their tasks and products.

8. Training provided by vendors shall be consistent with DFS policy and procedures.

Resource Development Component

9. To assist it in achieving compliance with the Consent Decree, DFS shall implement Panel Recommendation 60, including its tasks and products.

10. At a minimum, the Resource Development component of the Management Plan shall address the following issues as they relate to class members, their families, their alternative care providers and their service providers:

a. The Jackson County Office's systemic resource needs.

b. The development of sufficient evaluative resources (including, but not limited to medical, developmental, emotional and psychological resources) so that comprehensive assessments of a child's service needs can be obtained as soon as possible after that child has entered DFS custody.

c. Resources needed to implement each child's Preliminary Permanency Plans and Comprehensive Permanency Plans and to accomplish each child's permanency planning goal, including, but not limited to, adoption and educational advocacy resources.

d. The development of a sufficient number of service providers and supports, including, but not limited to, alternative care providers other than foster and adoptive parents. Initial targets for the first Resource Development component of the Management Plan shall include the recruitment of fifty (50) additional professional-level foster homes by September 1995; the recruitment of fifteen (15) additional emergency foster homes by September 1995; and the development of wraparound service capacity for twenty-five (25) class members by September 1996.

e. Resources and administrative supports needed by licensing, placement and adoption staff to operate in accordance with reasonable professional standards.

Manual and Automated Management Information Systems Component

11. To assist it in achieving compliance with the Consent Decree, DFS shall implement Panel Recommendations 5, 21, 30, 31 and 67, including their tasks and products.

Quality Assurance Component

12. To assist it in achieving compliance with the Consent Decree, DFS shall implement Panel Recommendations 34, 36 and 37, including their tasks and products.

VI. MISCELLANEOUS PROVISIONS

B. Remedial Actions

1. To assist it in achieving compliance with the Consent Decree, DFS shall implement Panel Recommendations 59 and 61, including their tasks and products.

2. The plan for intensive adoptive recruitment efforts mandated by Consent Decree § VI.B.2 shall include a review of current adoptive profiles for accuracy and completeness and, with assistance from the children's guardians ad litem/attorneys, a revision of adoptive profiles that are more than six (6) months old.

C. Monitoring

1. DFS shall provide to plaintiffs and the G.L. Monitoring Committee periodic reports on progress it has made in implementing the Panel Recommendations attached to the Amended Operational Guide and incorporated by reference.

D. Services to Class Members Absent from DFS Custody

1. During the time that a class member is a runaway from DFS custody, DFS is not required to provide services to the child that would otherwise be required by the Consent Decree or Amended Operational Guide.