

UNITED STATES DISTRICT COURT
DISTRICT OF NEW HAMPSHIRE

Eric L., et al.
Individually and on behalf of
all others similarly situated
Plaintiffs

v.

Terry Morton, Commissioner of the
New Hampshire Department of
Health and Human Services, et al.
Defendants

*

*

*

*

*

*

*

*

*

*

*

*

*

CIVIL ACTION NO. 1:91-cv-376-M

PROPOSED CLASS ACTION SETTLEMENT

NOW COME the Plaintiffs, individually and on behalf of the class as defined by this Court's Order of December 16, 1993, by and through counsel, Bruce E. Friedman, Mary Pilkington-Casey and Ronald K. Lospennato, and the Defendants, in their official capacities, by and through counsel, the Office of the Attorney General of the State of New Hampshire, and agree as follows:

1. The class action lawsuit Eric L., et al. v. Terry Morton, et al., No. 91-376-M is hereby settled.

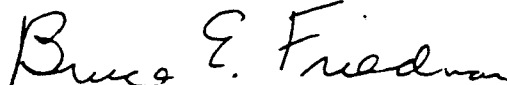
2. Following a period of negotiation, the Parties have agreed to dismissal of this lawsuit in accordance with the attached Settlement Agreement ("Agreement"). The dismissal of this lawsuit and entry of this order settles all Plaintiffs' claims against all Defendants as set forth in the Second Amended Complaint for Injunctive and Declaratory Relief. No costs and no interest shall be awarded to any Parties

and no Party shall have any further action for the same cause. Plaintiffs' claim of attorneys' fees is addressed separately in the Agreement. This Agreement does not constitute a waiver of any claims for monetary damages which individual class members may have against the Defendants. The Agreement does not constitute an admission by any Party as to any issue of fact or law regarding the claims raised in this lawsuit.

3. The Parties agree that the United States District Court for the District of New Hampshire shall incorporate the terms of the Agreement into the order of dismissal and the Court shall retain jurisdiction over any action brought to enforce the Agreement during the term of the Agreement. Kokkonen v. Guardian Life Insurance Co., 511 U.S. 375 (1994).

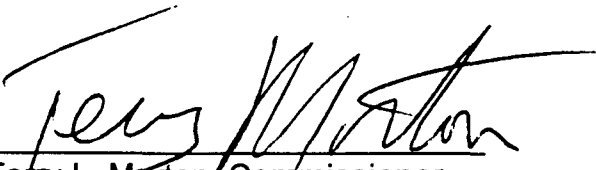
Respectfully submitted,

FOR THE PLAINTIFFS:


Bruce E. Friedman, Esquire (#860)
Franklin Pierce Law Center
Civil Practice Clinic
6 White Street
Concord, New Hampshire 03301

DATE: 6/2/97

FOR THE DEFENDANTS:


Terry L. Morton, Commissioner
Department of Health & Human Services
6 Hazen Drive
Concord, New Hampshire 03301

DATE: 5/16/97

Mary S. Pilkington-Casey
Mary Pilkington-Casey, Esq. (#2028)
Franklin Pierce Law Center
Civil Practice Clinic
6 White Street
Concord, New Hampshire 03301

DATE: June 2, 1997

Nancy L. Rollins
Nancy L. Rollins, Director
Division for Children, Youth & Families
6 Hazen Drive
Concord, New Hampshire 03301

DATE: May 20, 1997

R. Lospennato/BCT
Ronald K. Lospennato, Esq. (#1508)
Disabilities Rights Center, Inc.
18 Low Ave., P. O. Box 3660
Concord, New Hampshire 03302-3660

DATE: June 2, 1997

Ann F. Larney
Ann F. Larney, Esq. (6529)
Assistant Attorney General
Office of the Attorney General
33 Capitol Street
Concord, New Hampshire 03301

DATE: June 2, 1997

SO ORDERED, this _____ day of _____, 1997.

Steven J. McAuliffe,
United States District Judge

UNITED STATES DISTRICT COURT
DISTRICT OF NEW HAMPSHIRE

Eric L., et al.

Individually and on behalf of
all others similarly situated

Plaintiffs

v.

Terry Morton, Commissioner of the
New Hampshire Department of
Health and Human Services, et al.
Defendants

*
*
*
*
*
*
*
*
*
*
*

CIVIL ACTION NO. 1:91-cv-376-M

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT
TABLE OF CONTENTS

I. DEFINITIONS.....	3
II. GENERAL PROVISIONS.....	6
III. ADOPTION	10
IV. ASSESSMENT.....	12
V. DELIVERY OF MEDICAL CARE TO CHILDREN WHO ARE PLACED OUTSIDE THEIR HOMES	19
VI. FAMILY SERVICE	21
VII. FOSTER PARENT RECRUITMENT AND RETENTION	26
VIII. FOSTER PARENT TRAINING	30
IX. IDENTIFICATION OF PARENTS	31
X. PERMANENCY PLANNING.....	33
XI. PROVIDER ACCOUNTABILITY	38
XII. TEEN INDEPENDENT LIVING PROGRAM	41
XIII. VOLUNTARY SERVICES CASES.....	42
XIV. WORKER/SUPERVISOR TRAINING.....	43
XV. MONITORING OF SETTLEMENT AGREEMENT.....	47

UNITED STATES DISTRICT COURT
DISTRICT OF NEW HAMPSHIRE

Eric L., et al.
Individually and on behalf of
all others similarly situated
Plaintiffs

v.

Terry Morton, Commissioner of the
New Hampshire Department of
Health and Human Services, et al.
Defendants

*

*

*

*

*

*

* CIVIL ACTION NO. 1:91-cv-376-M

*

*

*

*

*

*

SETTLEMENT AGREEMENT

I. DEFINITIONS

1. ***"Administrative Review"*** means a non-court review of a child protection case in which the child is placed out of home that is conducted to fulfill the obligation of the Department of Health and Human Services ("Department") under section IV-E of the Social Security Act.

2. ***"Case File"*** means any official record, regardless of the medium upon which it is retained, created by the Division for Children, Youth and Families ("DCYF") in connection with a child protection case.

3. **"Child Protection Administrator"** means the DCYF staff person at state office who oversees the child protection function. For purposes of the Agreement, such definition shall include the designee of the Child Protection Administrator.

4. **"Court"** means United States District Court for the District of New Hampshire.

5. **"Defendants"** means the individuals in their official capacities and entities named in the Second Amended Complaint for Injunctive and Declaratory Relief.

6. **"Director"** means the director of DCYF. For the purposes of the Agreement, such definition shall include the designee of the Director.

7. **"Implement"** means give practical effect to, put into use, utilize.

8. **"Monitor"** means a DCYF staff person with administrative authority and training in child protection or a related discipline whose primary responsibilities are to oversee DCYF's overall performance under the Agreement and provide the Oversight Panel with the semi-annual reports required by Section XV of the Agreement. See Section XV for complete definition and responsibilities.

9. **"New Hampshire Bridges"** means the automated case management information system which is being developed and implemented by DCYF.

10. **"Out-of-Home Placement"** means any place or program, other than the child's own home or the home of a relative, which is certified or licensed by

DCYF and where the child is placed pursuant to RSA 169-C, including, but not limited to, foster homes, group homes, residential schools and treatment centers.

11. **"Oversight Panel"** means a group of three individuals appointed in the manner set forth in Section XV, paragraph 8 of the Agreement who will, review, assess and report on DCYF's performance under the Agreement as set forth in Section XV, paragraph 10 of the Agreement.

12. **"Parent"** means mother, father, adoptive parent, but such term shall not include a Parent as to whom the Parent-child relationship has been terminated by judicial decree or voluntary relinquishment. RSA 169-C:3, XXI.

13. **"Parties"** means Plaintiffs and Defendants.

14. **"Permanent Placement"** means placement in an adoptive home, placement pursuant to guardianship under RSA 463 or placement in a foster home identified by DCYF in the case plan as the appropriate, long-term placement which is in the best interest of the child.

15. **"Plaintiffs"** means the individually named plaintiffs and individual members of the class as defined in the Court Order of December 16, 1993.

16. **"Plaintiffs' Counsel"** means Bruce E. Friedman, Mary Pilkington-Casey and Ronald K. Lospennato and their successors.

17. **"Supervisor"** means those DCYF child protection staff with job titles of Supervisor or Coordinator.

II. GENERAL PROVISIONS

1. The term of this Settlement Agreement ("Agreement") shall be from September 1, 1997 ("Effective Date") to September 1, 2002 ("Termination Date").

2. The purpose of the Agreement is to develop and implement processes intended by the Parties to promote the health, safety and well-being of children referred to DCYF pursuant to the Child Protection Act (RSA 169-C) by providing suitable training and supervision of Child Protection Service Workers (CPSWs) and Supervisors, timely assessment of reports of abuse and neglect, appropriate intervention with children and families to remedy identified problems, regular monitoring of children placed in the legal custody of DCYF, prompt development and implementation of permanency plans for children unable to return to their families and support and training for foster parents.

3. To the extent DCYF issues new or revised policies and procedures to comply with the terms of the Agreement, copies of such materials shall be sent to the Oversight Panel and Plaintiffs' Counsel within seven (7) days after the issuance of the policy or procedure. Unless otherwise expressly stated in the Agreement, the policies and procedures adopted pursuant to the Agreement shall remain in effect from the date of issuance until September 1, 2002. DCYF may, however, revise any such policy or procedures during the term of the Agreement so long as such revisions are consistent with the terms of the Agreement. DCYF shall send copies of such revisions to the Oversight Panel and Plaintiffs' Counsel within seven (7)

days after the issuance of the policy or procedure. For the purposes of the Agreement, a policy or procedure is issued on the day it is signed by the Director and disseminated to DCYF staff.

4. Plaintiffs Counsels' access to individual Case Files shall cease on the Effective Date except as otherwise expressly agreed by the Parties in writing.

5. The Agreement is binding upon all Parties, their agents, employees, and representatives, and upon successors in office, except that the Agreement shall not constitute a waiver of any individual class member's monetary damage claims or other claims not part of this lawsuit.

6. No Party may bring an action to enforce the Agreement unless and until that Party has engaged in good faith negotiation with the other Party and utilized and completed the alternative dispute mechanisms of mediation or non-binding arbitration except, that if irreparable harm to any Party will result during the time necessary to complete the steps described above, the Party may bring an action to enforce the Agreement without completing the steps described. However, notwithstanding the preceding sentence, no Party may bring an action to enforce the Agreement without first providing reasonable written notice to the other Party and utilizing its best efforts to resolve the dispute without resort to court action.

7. DCYF's obligations under the Agreement extend only so far as the United States and New Hampshire Constitutions and federal and state law require. A change in the relevant statutes, constitutional provisions or controlling

interpretation of same which might remove or modify such obligations may form the basis of modification of the Agreement as provided in section II, paragraph 10.

8. The Agreement is not a consent decree nor do the Parties intend it to be construed as such.

9. Nothing in the Agreement is intended as, nor should it be construed as, an admission by any Party as to any issue of fact or law regarding the claims raised in the lawsuit.

10. Nothing in the Agreement prevents the Parties from modifying the Agreement. Any modification to the Agreement shall be in writing and signed by the Parties. Nothing in the Agreement prevents the Court from making further orders regarding the Agreement, including extending obligations, if the Plaintiffs bring an action alleging breach of the Agreement and the Court finds that DCYF has breached the Agreement.

11. The reorganization of the Department of Health and Human Services pursuant to RSA 126-A:3 may result in changes to job titles, job descriptions, responsibilities of employees within the Department and the administrative structure of the Department and of DCYF. To the extent that the reorganization changes any position or function described in the Agreement, the Department and DCYF have the authority to modify or restructure positions and functions consistent with the reorganization. Any changes made pursuant to the reorganization shall not,

however, relieve the Defendants of any substantive obligation contained in the Agreement.

12. The Parties have agreed to settle all claims for attorneys' fees and costs associated with this lawsuit for a total of One Hundred Seventeen Thousand Five Hundred Dollars (\$117,500). This amount includes any and all claims for fees and costs that Plaintiffs and Plaintiffs' Counsel could make under 42 U.S.C. § 1988 or any other state or federal statute or rule of procedure for all work done and costs expended in the litigation of this matter up to and including the latter of the Effective Date or the date of approval of the Agreement by the Court. The fees shall be paid as follows:

a. Fifty-eight Thousand Seven Hundred Fifty Dollars (\$58,750) on or before June 30, 1997 by check payable to Franklin Pierce Law Center and Disabilities Rights Center; and

b. Fifty-eight Thousand Seven Hundred Fifty Dollars (\$58,750) on or before December 30, 1997 by check payable to Franklin Pierce Law Center;

In the event that the Court has not approved the Agreement by June 30, 1997, the State shall place the payment due on or before June 30, 1997 in escrow pending court approval of the Agreement. Interest shall accrue to the Plaintiffs' Counsel.

13. Plaintiffs' Counsel are not entitled to any fees or costs subsequent to the date of signing of the Agreement by the Parties for monitoring or any other activity related to the Agreement, provided that Plaintiffs' Counsel are not precluded

from seeking fees or costs which result from bringing an action in Court for breach of the Agreement.

III. ADOPTION

1. On or before March 1, 1998, DCYF shall develop and implement policy to provide that a member of the DCYF adoption unit shall review each case in which DCYF has filed a petition for termination of parental rights pursuant to RSA 170-C within thirty (30) days of the filing of the petition to determine whether a member of the adoption unit should assist in the delivery of adoption services, such as assistance with placement, relinquishment counseling, work with foster parents who may be prospective adoptive parents or recruitment of an adoptive home.

2. If, following the review described in paragraph 1, it is determined that a member of the DCYF adoption unit should assist in the delivery of adoption services, the adoption unit worker, the CPSW and the appropriate Supervisor shall agree concerning the responsibilities of each member of this team and the lines of supervisory authority.

3. On or before March 1, 1999, DCYF shall assign one (1) additional CPSW to the adoption unit to assist in the implementation of paragraph 1.

4. Adoptive parents shall be sought for every child who is free for adoption unless DCYF determines that long term foster care or guardianship is in the child's best interest and such determination is part of the case plan for the child.

5. Prospective adoptive parents who have completed the adoption pre-service training provided by DCYF shall be advised of available post adoption resources and services provided by DCYF, including Katie Beckett, Medicaid, adoption subsidies, and services available through other agencies including area agencies and school districts.

6. After the decision to seek termination of parental rights ("TPR") is made by DCYF, all reasonable steps shall be taken to process the TPR petition expeditiously, including but not limited to the following:

a. DCYF shall seek relinquishment(s) within thirty (30) days after the decision to seek termination;

b. If such relinquishments are not obtained within thirty (30) days, the Social Study shall be assigned within fifteen (15) days to a specific CPSW or a contract agency. As used in this paragraph, "Social Study" means the study referred to in RSA 170-C:9;

c. Upon assignment of the Social Study, the CPSW or the contract agency will be advised by the Supervisor that the Social Study must be completed to the satisfaction of the Supervisor within ninety (90) days of the date of assignment;

d. The CPSW assigned to the family service case shall be responsible for seeing that the Social Study is completed in timely fashion;

e. Within fifteen (15) days of the approval of the Social Study by the Supervisor, the Supervisor shall forward the approved TPR petition to the Director for review and response within thirty (30) days; and

f. The TPR petition shall be submitted to the probate court within fifteen (15) days of the date of the Director's approval of the petition.

7. The DCYF Legal Counsel or designee shall request an annual meeting with the Administrative Judge of the Probate Court and the supervising judges of the Family Division to discuss any problems, obstacles and delays in the expeditious processing of petitions for termination of parental rights or for adoption brought by DCYF.

8. On or before March 1, 1998, DCYF shall develop a recruiting protocol to enhance the recruitment of adoptive parents for children with disabilities. DCYF shall send Plaintiffs' Counsel a draft of such protocol thirty (30) days prior to the issuance of the protocol. Plaintiffs' Counsel may make non-binding recommendations to the Monitor within fifteen (15) days after receiving the draft.

IV. ASSESSMENT

1. On or before March 1, 1998, DCYF will develop and implement policy and procedures designed to facilitate the uniform assessment of reports of abuse and neglect. Such policies and procedures shall include the following provisions:

a. When DCYF receives a report of abuse or neglect from a professional reporter, the CPSW assigned to the assessment shall utilize his/her best efforts to contact the reporter during the course of the assessment. In cases where these contacts are not made, the CPSW shall document in the Case File the efforts made to contact the reporter and the reasons contact was not made. In addition, the CPSW shall utilize his/her best efforts to confer with the professional reporter a

second time by phone or letter when the assessment is completed but prior to making a determination that the report is unfounded. The second contact shall include a request for updated information regarding the report. The second contact and the information received shall be documented in the Case File and reviewed by the Supervisor prior to a determination that the report is unfounded. A professional reporter who disagrees with a determination that a report is unfounded shall be referred to the Supervisor. As used in this paragraph, "professional reporter" means nurse, doctor, teacher, guidance counselor, principal, mental health provider or day care provider;

b. Prior to making a determination that a report of abuse and neglect is unfounded, the CPSW shall determine whether the alleged perpetrator, if a perpetrator is identified, is listed as a perpetrator in the Central Registry maintained by DCYF pursuant to RSA 169-C:35;

c. Prior to making a determination that a report of abuse or neglect is unfounded, the CPSW shall review all prior founded and unfounded reports on the same child or any other child residing in the same household which are available to the CPSW or the Supervisor and evaluate and document in the Case File the significance of each prior founded and unfounded report to the current assessment.

(1) if there is a prior founded report on the child or any other child residing in the same household, the CPSW shall consult with the Supervisor prior to making a determination that the current report is unfounded. A statement as to the significance of the prior founded report to the current assessment shall be included in the Case File and signed by the CPSW and the Supervisor.

(2) if there is a total of three or more prior unfounded reports of abuse or neglect on the same child or on any other child residing in the same household, the CPSW shall consult with the Supervisor prior to making a determination that the

current report is unfounded. A statement as to the significance of the prior unfounded reports to the current assessment shall be included in the Case File and signed by the CPSW and the Supervisor.

d. Prior to making a determination that a report of abuse or neglect is unfounded the CPSW shall contact at least one collateral source or document in the Case File why such contact was not made;

e. In the course of the assessment the CPSW shall identify any apparent disabilities or special needs of the children and household members and document the actions and recommendations taken in response to such disabilities or special needs;

f. In open assessments where a law enforcement agency is involved, the CPSW shall refer the family to appropriate community resources pending the completion of the assessment. The CPSW shall refer the family to community mental health centers, area agencies and the Victim Witness Compensation Fund when such referrals are appropriate;

g. In the course of the assessment, the CPSW shall utilize best efforts to visit the Parent(s), all children alleged to have been abused or neglected and other children residing in the same household. In cases where a visit is not made, the CPSW shall document in the Case File the efforts to accomplish the visit and the reasons the visit was not made; and

h. If the Parent or person with custody of the child alleged to have been abused or neglected refuses to allow entrance to the home or refuses to discuss the allegations of abuse or neglect with the CPSW, and there is reason to believe that the immediate safety or well-

being of the child is endangered, the CPSW shall seek assistance through a court or law enforcement agency. If there is a decision not to seek the assistance of a court or law enforcement agency, the CPSW shall document in the Case File the reasons the assistance was not sought.

2. On or before March 1, 1998, DCYF shall develop and implement policy and procedures for the timely completion of assessments. Such policies and procedures shall include the following provisions:

a. The requirement of a minimum of weekly supervision of each CPSW trainee, CPSW I and CPSW II assigned to the assessment function with a Supervisor. As used in this paragraph, the term "supervision" shall include informal case-specific discussions as well as scheduled supervision meetings;

b. The requirement of a minimum of bi-monthly supervision of each CPSW III assigned to the assessment function with a Supervisor;

c. The requirement that once a month the supervision described above in subparagraphs a and b shall include the completion of a Monthly Supervision Report (Assessment) developed by DCYF to provide the following information;

- (1) period of time covered by the report
- (2) number of times and dates during this period that the Supervisor conducted supervision of the CPSW
- (3) list of assessments for which the CPSW is responsible and for each assessment the report shall include:

- (a) name of child/intake number
- (b) date assessment was assigned
- (c) whether there was a professional reporter

- (d) if yes, whether professional reporter was contacted prior to a determination that the report was unfounded
- (e) whether there were prior founded or unfounded reports of abuse and neglect on the child or any other child residing in the same household
- (f) whether CPSW visited the child
- (g) whether CPSW visited with other members of the household
- (h) if report determined to be unfounded, how many collateral contacts were made; if none, why
- (i) date of completion of assessment (form 2207)
- (j) for any overdue assessment

- i. reason
- ii. steps to be taken to complete the assessment
- iii. expected date of completion
- iv. initials of CPSW and Supervisor

d. If, after three (3) months of utilizing the supervision process described in subparagraphs a, b, and c, the Supervisor determines that the CPSW has not been successful in reducing the number of unjustified overdue assessments or has not substantially complied with DCYF policy regarding assessment, the Supervisor shall, in consultation with the Child Protection Administrator and in a manner consistent with the administrative rules of the Division of Personnel, develop a written plan, designed to improve the CPSW's compliance with the time frame and other requirements for the completion of assessments established by DCYF policy. To the extent that the Supervisor determines that the CPSW has overdue assessments which are justified, the Supervisor shall include a brief explanation of why the overdue assessments are justified in the narrative section of the Monthly Supervision Report (Assessment);

e. Copies of the Monthly Supervision Report (Assessment) and any written plans developed pursuant to subparagraph d shall be

sent by the Supervisor to the Child Protection Administrator on a monthly basis;

f. The Child Protection Administrator shall review the Monthly Supervision Reports (Assessment) and shall recommend any necessary action to the Director. The Child Protection Administrator shall provide to the Monitor information from the Monthly Supervision Reports as directed by the Monitor for inclusion in the semi-annual report to the Oversight Panel required by Section XV, paragraph 3 f of the Agreement.

3. Notwithstanding anything to the contrary in the Agreement, DCYF may, without the consent of the Oversight Panel or Plaintiffs' Counsel, replace the use of the Monthly Supervision Report (Assessment) with a system utilizing New Hampshire Bridges which provides similar oversight and data. A description of the proposed New Hampshire Bridges replacement system shall be provided to Plaintiffs' Counsel and the Oversight Panel for their review and comment thirty (30) days prior to its implementation. The Oversight Panel and Plaintiffs' Counsel may make non-binding recommendations.

4. On or before September 1, 1998, DCYF shall assign two additional CPSWs to the assessment function.

5. If, in the final or any interim report of the Oversight Panel issued pursuant to Section XV, paragraph 10 f, it is determined that the policies and procedures described in paragraphs 1 and 2 have not resulted in compliance

with the time frame and other requirements for completion of assessments established by DCYF policy, the Panel may make non-binding recommendations to the Director for alternative ways to improve performance.

V. DELIVERY OF MEDICAL CARE TO CHILDREN WHO ARE PLACED OUTSIDE THEIR HOMES

1. The Department is currently negotiating with the Health Care Financing Administration ("HCFA") for a waiver of federal regulations to permit the state to provide medical services to those eligible for Medicaid through the AFDC, AFDC-related, Foster Care and Child Welfare System programs. All children in the legal custody of DCYF pursuant to RSA 169-C who are placed outside their homes are eligible to receive Medicaid. The Department's waiver proposal, entitled "Community Care Systems," ("Medicaid Waiver Proposal") was submitted to HCFA in June, 1996. The proposed effective date of the program is July 1, 1997. Under the Medicaid Waiver Proposal, medical services to all children in the legal custody of DCYF pursuant to RSA 169-C, who are placed outside their homes, will be provided on a managed-care basis rather than on a fee-for-services basis.

2. The Department shall ensure that the Requests for Proposals developed to implement the Medicaid Waiver Proposal will include a provision which shall require the managed care provider to follow the mandates set forth in the Early and Periodic Screening Diagnostic and Treatment Program ("EPSDT") as that program may be modified from time to time by HCFA.

3. The Department shall utilize its best efforts:

a. To ensure that the Requests for Proposals and accompanying contracts developed by the Department pursuant to implementing the Medicaid Waiver Proposal require that the managed care provider will:

(1) Provide an initial screening medical examination for each child in the legal custody of DCYF pursuant to RSA 169-C within thirty (30) days of the date of the court order placing the child in the legal custody of DCYF when that child is in out-of-home placement;

(2) Provide a comprehensive medical examination for each child in the legal custody of DCYF pursuant to RSA 169-C who is placed outside his/her home within ninety (90) days of the date of the court order placing the child in the legal custody of DCYF unless the child has had such an examination within sixty (60) days of placement;

(3) Authorize medical staff to attend a medical planning meeting for each child in the legal custody of DCYF pursuant to RSA 169-C who is placed outside his/her home. The purpose of the medical planning meeting is to develop a medical services plan detailing the necessary medical and related services to be delivered to the child while the child is placed outside his/her home.

(4) Provide ordinary medical care and all necessary medical services identified in the medical services plan to each child in the legal custody of DCYF pursuant to RSA 169-C who is placed outside his/her home.

(5) Authorize DCYF and the provider of residential services to the child to obtain all necessary information concerning the child's past and current medical status and history from the providers of medical services.

4. Irrespective of the changes which result from the Department's Medicaid Waiver Proposal, DCYF shall ensure that children placed out of home pursuant to RSA 169-C shall receive adequate and ordinary medical and mental health care and services as set forth in RSA 169-C:2, :3, XVII and then current DCYF policy. As used in this subsection medical services includes mental health services.

5. The CPSW assigned to a family service case shall provide the medical information on the child that is available to the CPSW or Supervisor to the provider of residential services to the child at the time of placement. In addition, the CPSW shall provide updated medical information, if and when it is received by the CPSW or Supervisor, to the provider of residential services.

6. Within nine months of when the Medicaid Waiver Proposal has been rejected or accepted and contracts have been awarded, DCYF shall review and revise, if necessary, existing policy and procedures for obtaining and transferring medical information to and from medical and custodial service providers.

VI. FAMILY SERVICE

1. On or before June 1, 1998, DCYF shall develop and implement policy and procedures designed to facilitate the supervision of and the delivery of services in founded child protection cases. Such policy and procedures shall include the following provisions:

a. A requirement that the CPSW assigned to a family service case in which the child remains at home or is placed in-state with a relative visit the child and family with whom the child resides as directed by the case plan with a minimum of one such visit every six (6) weeks;

b. A requirement that the CPSW assigned to a family service case in which the child is placed in an in-state foster home visit the child in the foster home at least monthly;

c. A requirement that the CPSW assigned to a family service case provide, to the placement provider at the time of placement, such health information concerning the child as is available to the CPSW. The CPSW shall also provide updated health information as it becomes available;

d. A requirement that a CPSW visit a child placed in an in-state Out-of-Home Placement, other than a relative placement or foster home, at least three times during the first year, with one such visit occurring within the first month, and two times per year thereafter. DCYF shall use its best efforts to ensure that the CPSW visiting a child is the CPSW assigned to the child's family service case. However, the Parties acknowledge that as the result of events beyond the control of DCYF, visits may be made by other CPSWs or DCYF staff;

e. A requirement that a CPSW visit a child placed in an Out-of-Home Placement other than a relative placement or foster home in Massachusetts, Vermont or Maine at least three times per year the first year with one such visit occurring within the first month, and two times per year thereafter, provided necessary funds are available for out-of-state travel. DCYF shall use its best efforts to ensure that the CPSW visiting the child is the CPSW assigned to the child's family service

case. However the Parties acknowledge that as the result of events beyond the control of DCYF, visits may be made by other CPSWs or DCYF staff;

f. A description of the responsibilities, if any, of the CPSW assigned to a family services case regarding the delivery of health services to children in the legal custody of DCYF who reside in a relative's home or in an Out-of-Home Placement; and

g. A requirement that the CPSW visit the family of a child in an Out-of -Home Placement as provided in the case plan.

2. On or before June 1, 1998, DCYF will develop and implement policy and procedures designed to address CPSWs' responsibility for visitation with children and families. Such policy and procedures shall include the following provisions:

a. The requirement of a minimum of weekly supervision of each CPSW trainee, CPSW I and CPSW II assigned to the family service function with a Supervisor. As used in this paragraph, the term "supervision" shall include informal case-specific discussions as well as scheduled supervision meetings;

b. The requirement of a minimum of bi-monthly supervision of each CPSW III assigned to the family service function with a Supervisor; and

c. A requirement that on a quarterly basis the supervision described above in subparagraphs a and b shall include the completion of a Quarterly Supervision Report (Family Service) developed by DCYF to provide the following information:

- (1) name of the CPSW
- (2) name of the Supervisor completing the report

(3) period of time covered by the report
(4) number of times and dates during this period covered by the report that the Supervisor conducted supervision of the CPSW.

(5) list of family service cases for which CPSW is responsible. For each case, the report shall include:

- (a) case name
- (b) name of each child included with the case
- (c) date case was opened
- (d) date case was assigned to CPSW
- (e) case plan complete
- (f) permanency plan in file
- (g) what is permanency plan (code)
- (h) steps taken to implement permanency plan
- (i) current placement of child (by reference to residential service codes, noting in-state or out-of-state)
- (j) number of placements in last 12 months
- (k) total length of time child has been in placement
- (l) is child separated from siblings in violation of case plan
- (m) date(s) CPSW visited with the child
- (n) date(s) CPSW visited with the family
- (o) whether or not visitation is or was overdue
- (p) if so, why, and date visitation is to occur
- (q) date case closed

d. If, after six (6) months of utilizing the supervision process described in subparagraphs a, b and c, the Supervisor determines that the CPSW has not substantially complied with DCYF policy regarding frequency of visitation, the Supervisor shall, in consultation with the Child Protection Administrator, and in a manner consistent with the administrative rules of the Division of Personnel, develop a written improvement plan for the CPSW designed to improve the CPSW's compliance with DCYF policy regarding visitation;

e. Copies of the Quarterly Supervision Report (Family Service) and any plans developed pursuant to subparagraph d shall be sent by the Supervisor to the Child Protection Administrator on a quarterly basis; and

f. The Child Protection Administrator shall review the Quarterly Supervision Report (Family Service) and shall recommend any necessary action to the Director. The Child Protection Administrator shall provide to the Monitor the information from the Quarterly Supervision Report (Family Service) as directed by the Monitor for inclusion in the semi-annual report to the Oversight Panel required by Section XV, paragraph 3 f of the Agreement.

3. Notwithstanding anything to the contrary in the Agreement, DCYF may, without the consent of the Oversight Panel or Plaintiffs' Counsel, replace the use of the Quarterly Supervision Report (Family Service) with a system utilizing New Hampshire Bridges which provides similar oversight and data. A description of the proposed New Hampshire Bridges replacement system will be provided to Plaintiffs' Counsel and the Oversight Panel for their review and comment thirty (30) days prior to its implementation. The Oversight Panel and Plaintiffs' Counsel may make non-binding recommendations.

4. On or before March 1, 1999 DCYF shall assess whether New Hampshire Bridges enables DCYF to efficiently and economically replace all or part of the Quarterly Supervision Report (Family Service) with a Monthly Supervision Report which complies with paragraph 2 c. If DCYF, in its sole discretion,

determines that such use of New Hampshire Bridges is time and cost efficient, DCYF shall require completion of the Quarterly Supervision Report (Family Service) on a monthly basis beginning as soon as practicable after such determination is made. On or before June 1, 1999 DCYF shall report in writing on the results of the assessment to the Oversight Panel and Plaintiffs' Counsel.

5. On or before June 1, 1999, DCYF will assign one additional CPSW to the family service function.

6. If, in the final or any interim report of the Oversight Panel issued pursuant to Section XV, paragraph 10 f, the Panel determines that the policies and procedures described in paragraphs 1 and 2 have not resulted in adherence to DCYF's policy regarding visitation, the Panel may make non-binding recommendations to the Director for alternative ways to improve performance.

VII. FOSTER PARENT RECRUITMENT AND RETENTION

1. On or before March 1, 1998, DCYF shall implement the following structure for the supervision of foster care recruitment and matching workers designed to improve the process for recruiting and supporting foster parents and for matching children with foster parents:

a. The foster care recruitment and matching worker assigned to each district office will be directly supervised by a Supervisor; and

b. The foster care program specialist at DCYF state office shall provide technical assistance and program support to the foster care recruitment and matching workers and their Supervisors.

2. Each district office shall, on or before January 30, 1998, and annually thereafter, convene a team to develop an annual plan for foster care recruiting and retention for the district office catchment area:

a. The team shall include an individual designated by the Director, the Supervisor, the foster care recruitment and matching worker, one family service worker, one assessment worker, at least two foster parents, and a representative of the local foster parent association if available. The team may include the foster care program specialist;

b. To assist the team in developing an annual plan, the team shall assess the following information from the previous calendar year as may be available:

(1) the number of foster homes in the district office catchment area at the time the plan is developed categorized as general, specialized, emergency and therapeutic foster homes;

(2) the number of children from the district office catchment area placed, pursuant to RSA 169-C, in foster homes or other Out-of-Home Placement outside of the district office catchment area;

(3) the number of foster homes where placement is or has been in excess of licensing limits within the last year, if such information is available from New Hampshire Bridges;

(4) the number of licensed foster homes in the district office catchment area and number of foster children placed in foster homes within the district office catchment

area on January 1 of the year in which the plan is developed;

(5) the number of new foster homes within the district office catchment area that were licensed during the previous calendar year categorized as general, specialized emergency and therapeutic foster homes; and

(6) the number of foster homes within the district office catchment area that were closed in the preceding calendar year and the reason for closure.

c. The annual plan shall include:

(1) clearly specified goals for the recruitment of new foster homes, including specialized and therapeutic homes which goals are based upon the needs of the district office and the community;

(2) clearly described steps designed to enable the district office to meet the goals established in subparagraph 1;

(3) a schedule of information sessions to be conducted during the duration of the plan. (Information sessions shall be held at least quarterly);

(4) a schedule of training sessions to be conducted during the duration of the plan. (Training sessions shall be held at least two times per year);

(5) specific efforts, including time frames, to provide support for existing foster parents. Such specific efforts may include foster parent group meetings, newsletters and annual recognition or appreciation events; and

(6) increased use of existing foster parents in the recruitment process, including possible contracts with or payments to foster parents.

d. The Supervisor shall monitor compliance with the plan at least quarterly.

3. DCYF shall expend no less than Three Thousand Dollars (\$3,000) but no more than Five Thousand Dollars (\$5,000) during the first year of the Agreement to hire a consultant to review its recruitment and retention of foster homes and to make recommendations for improvement.

4. DCYF shall, in each of the first four years of the Agreement, add no less than Three Thousand Dollars (\$3,000) but no more than Five Thousand Dollars (\$5,000) per year in state funds to its annual budget for foster home recruitment and retention. The total added shall not exceed Twenty Thousand Dollars (\$20,000).

5. On or before September 1, 1998, DCYF shall produce and distribute to each foster parent licensed at the time of publication, a handbook or a pamphlet containing the rights and duties of foster parents and DCYF, the services available from DCYF and listing the phone numbers needed by foster parents. In addition, such publication shall be given to each new foster parent at the time the foster parent becomes licensed. DCYF shall provide Plaintiffs' Counsel a draft of the handbook or pamphlet for comment one month prior to printing. Plaintiffs' Counsel may make non-binding recommendations to the Monitor within fifteen (15) days after receiving the draft.

6. On or before September 1, 1998, DCYF shall assign one additional CPSW to the foster care recruitment and matching function who will be assigned to any district office(s), at the discretion of the Director, where the caseloads of the existing foster care recruitment and matching worker are disproportionately high in

comparison to other district offices or to address other foster care needs as determined by the Director.

VIII. FOSTER PARENT TRAINING

1. On or before March 1, 1998, DCYF shall, through the use of a consultant or staff from the Staff Development Unit, develop a unified and comprehensive twenty-one (21) hour pre-service training curriculum for foster parents which includes instruction in child development, family systems, and separation and attachment.

2. On or before September 1, 1998, DCYF shall train its foster care recruitment and matching workers in the curriculum referred to in paragraph (1) and begin utilizing the curriculum in its pre-service training.

3. Through administrative rule, DCYF shall continue to require the following number of hours of in-service training for DCYF foster parents annually as a condition of licensure:

- a. General foster home: eight (8) hours per provider;
- b. Specialized foster home: sixteen (16) hours per provider; and
- c. Therapeutic foster home provider: twenty-four (24) hours per provider.

4. DCYF shall provide in-service training to foster parents in some or all of the following ways:

- a. Authorize foster parents to attend all relevant trainings offered by and through the Staff Development Unit without charge to foster parents;

b. To the extent scholarship funds are available, authorize foster parent(s) to attend the annual DCYF Conference without charge to the foster parent; and

c. Authorize the foster parents to attend, without charge, all relevant courses offered pursuant to contract between DCYF, the College of Lifelong Learning or any other appropriate agency so long as a contract exists between DCYF and such agency.

5. DCYF shall permit the foster parent(s) to comply with their in-service training requirement through:

a. Trainings described in paragraph 4 above;

b. Relevant trainings provided by community organizations such as hospitals and schools;

c. Trainings presented by or under the sponsorship of the New Hampshire Foster Parent Association or local foster parent groups; and

d. Completing a pre-approved individualized training activity, such as reading a book or viewing a video tape, provided that such activity complies with DCYF rules or policy.

6. DCYF shall provide Five Thousand Dollars (\$5,000) annually for four (4) years beginning in the State fiscal year which includes September 1, 1997 which will be distributed among the district offices to pay the costs of child day care for foster parents to enable them to attend in-service training.

IX. IDENTIFICATION OF PARENTS

1. On or before September 1, 1998, DCYF shall develop policy and procedures designed to facilitate the early identification and location of both Parents

of all children subject to a petition pursuant to RSA 169-C. The policy and procedures shall include the following provisions:

a. The CPSW shall seek the name and address of an absent Parent from the child's birth certificate, the other Parent, household members, any relatives known to DCYF, local phone books available to the CPSW, the OCSES parent locator service and any other services within the Department, to the extent that such services are legally accessible to DCYF;

b. Prior to filing a petition pursuant to RSA 169-C, the DCYF staff attorney responsible for the case shall review the petition to ensure that the appropriate steps were taken to locate both Parents and name them on the petition;

c. If either Parent is unidentified at the time of the filing of the petition, that issue shall be brought to the appropriate district court's attention by the DCYF staff attorney or CPSW at the preliminary hearing and subsequent hearings until reasonable efforts to locate and notify Parents have been exhausted; and

d. If DCYF learns of the identity or location of a Parent subsequent to the filing of the petition and the case is still open, DCYF shall immediately inform the appropriate district court, in writing, of the Parent's identity and location to the extent they are known to DCYF.

2. On or before September 1, 1998 DCYF shall acquire a computer program which will provide access to nationwide telephone books and, when indicated, staff shall utilize such program to search for absent Parents;

3. On March 1, 1998 and every six months thereafter on the first day of March and the first day of September for the term of the Agreement, the DCYF staff

attorney assigned to each district office shall forward the following information to the Monitor:

- a. The number of 169-C petitions filed in the prior six (6) months;
- b. The number of 169-C petitions filed in the prior six (6) months with both Parents named on the petition or if one Parent named, a notation that one Parent unknown;
- c. The number of 169-C petitions filed in the prior six (6) months with one Parent named and one Parent identified but not located; and
- d. The number of 169-C petitions in which DCYF, during the prior six (6) months, identified or located a Parent subsequent to the filing of the petition. The information forwarded to the Monitor shall include a notation of the date the district court was notified of the Parent's identification or location;

4. The Monitor shall contact the appropriate DCYF staff attorneys when the data submitted indicates additional efforts need to be made to identify or locate Parents.

X. PERMANENCY PLANNING

1. On or before March 1, 1998, DCYF shall develop and implement policy and procedures designed to reduce the likelihood of multiple placements for children in Out-of-Home Placements pursuant to RSA 169-C. The policy and procedures shall include the following provisions:

a. Prior to the dispositional hearing conducted pursuant to RSA 169-C:18, DCYF shall consider the appropriateness of placement with any Parent, aunt, uncle, grandparent or sibling known to DCYF; and

b. Prior to and in preparation for the dispositional hearing, the CPSW shall consult with her/his Supervisor to review and assess the family centered service plan to be submitted to the district court at the dispositional hearing, pursuant to RSA 169-C:18. The plan shall include the reasons for the current placement and a statement as to whether the child is expected to remain in the current placement until reunification. If the child is not expected to remain in the current placement until reunification, the plan shall include a statement as to the estimated time and steps necessary to arrange an appropriate, long term placement. The Supervisor shall sign the Plan.

2. On or before March 1, 1998, DCYF shall develop and implement policy and procedures designed to enhance the quality of monitoring of children placed in the legal custody of DCYF pursuant to RSA 169-C, to reduce the likelihood of multiple placements and to facilitate permanency. The policy and procedures shall include the following provisions:

a. At least ten (10) days prior to a scheduled Administrative Review, the CPSW shall notify the following persons of the time and place of review:

- (1) relatives, foster parents or residential providers with whom the child resides;
- (2) the child's Parents and step parents;
- (3) the child's surrogate parent as defined in RSA 186-C:14;

(4) Guardian Ad Litem or other legal representatives of the child appointed by the district or probate court;

(5) the Special Education Directors from the sending and receiving school districts if the child has been identified as educationally disabled as defined in RSA 136-C:2, I. "Sending" and "receiving" districts are defined in RSA 193:27;

(6) the child's therapist; and

(7) the child him/herself, when appropriate.

b. The notice of an Administrative Review shall include a statement that providers, GALs, attorneys and educators shall not be reimbursed by DCYF for attendance at the Administrative Review and shall advise that written comments and recommendations regarding permanency plans for the child may be submitted. A record of the notice of the Administrative Review shall be included in the Case File.

c. At the one (1) year Administrative Review, the following permanency issues shall be addressed:

(1) potential for reunification;

(2) steps necessary for reunification to be accomplished;

(3) if reunification is not likely, placement and other services needed;

(4) special needs of child;

(5) potential for relinquishment or termination of parental rights, and, if appropriate, the time frame to accomplish relinquishment or termination;

(6) potential for guardianship pursuant to RSA 463, and, if appropriate, the time frame to accomplish guardianship; and

(7) recommendations of the participants in the Administrative Review for a permanency plan for the child. The Administrative Review form shall be signed by the CPSW and placed in the Case File;

d. At the eighteen (18) month Administrative Review; if the child is not in a Permanent Placement, the permanency issues identified in subparagraph c shall be reviewed. In addition, the CPSW shall submit a written permanency plan which specifies the steps to be taken to achieve permanency, the time frame for the completion of such steps and any obstacles to achievement of permanency. The CPSW and Supervisor shall sign the permanency plan;

e. At the two (2) year Administrative Review; if the child is not in Permanent Placement, the permanency issues identified in subparagraph c shall be reviewed. In addition the Director shall refer the case to a permanency planning team for review and recommendation. The team shall take the following steps:

(1) review the Case File and permanency plan;

(2) make written recommendations to the Child Protection Administrator for intervention or services which will facilitate permanency and address the current treatment needs of the child. Such recommendations shall be documented in the Case File;

(3) review the case every six (6) months until the child is in a Permanent Placement and send written recommendations to the Monitor;

(4) the Child Protection Administrator shall provide to the Monitor information from the permanency planning team as directed by the Monitor for inclusion in the semi-annual report to the Oversight Panel, required by Section XV, paragraph 3 f of the Agreement

f. Within thirty (30) days of receiving the Quarterly Supervision Report (Family Service), the Child Protection Administrator shall review and take appropriate action to address the circumstances of those children identified in the Quarterly Supervision Report as having been in three (3) or more placements within the last twelve (12) months or as having been separated from their siblings in violation of the case plan. For the purposes of this review, when a child has been returned home but removed again, the return home and the subsequent placement shall each be considered a change of placement. The Child Protection Administrator shall document in the Case File any recommendation or action taken and may make written recommendations to the Director. The Child Protection Administrator shall provide to the Monitor information regarding action taken and recommendations made pursuant to this paragraph for inclusion in the semi-annual report to the Oversight Panel required by Section XV, paragraph 3 f of the Agreement.

3. For children identified as educationally-disabled as defined in RSA 186-C:2, I who: (i) are in the legal custody of DCYF pursuant to RSA 169-C; (ii) are either in Out-of-Home Placement on their 16th birthday or who are placed in an Out-of-Home Placement after their 16th birthday; and (iii) are likely to need continued services after their 18th birthday, DCYF shall, within one year of the child's 16th birthday, or within six months after Out-of-Home Placement if placement is after the

child's 16th birthday, advise the appropriate community agencies and school districts of the need to convene a multi-disciplinary team to address transitional needs of the child. DCYF will cooperate with these community entities in the identification and provision of appropriate transitional services to the child. This paragraph is not intended to modify, extend or remove any legal obligation of DCYF to provide services to the child, nor is it intended to supplant any legal obligation of school districts, area agencies or community mental health centers to provide services to the child.

XI. PROVIDER ACCOUNTABILITY

1. On or before September 1, 1998, DCYF shall review relevant administrative rules, contracts and other documents governing DCYF's relationship with providers of in-home services and shall make whatever revisions are necessary and enforceable to require that providers of such services include the following in their written reports:

- a. A statement of needs of the child and Parents identified in the family centered service plan;
- b. A specific description of steps taken by the provider to meet the needs of the children and Parents identified in the family centered service plan;
- c. A specific description of steps taken by Parents to meet the needs of the children and Parents identified in the family centered service plan; and

d. A specific description of the areas where additional improvement by Parents is needed to address the needs of the children identified in the family centered service plan.

2. On or before June 1, 1998, DCYF shall designate staff within the department or retain a consultant for the purpose of evaluating a sample of written reports of providers of psychiatric and psychological diagnostic and therapeutic services to make recommendations to DCYF concerning a format for such reports which will make the reports more useful to DCYF. If DCYF utilizes a consultant instead of departmental staff, the cost of any consultant retained shall not exceed Five Thousand Dollars (\$5,000). The recommendations of the individual selected shall be in writing and shall be due within three (3) months of the date of the individual's designation or the date of the contract.

3. DCYF shall maintain its current policy and practice of annually monitoring in-state Out-of-Home Placements other than foster homes. Copies of the final written reports of the site visits and all correspondence related to compliance with departmental standards shall be provided to the Oversight Panel by the Monitor as part of the semi-annual report required by section XVI, paragraph 3 f of the Agreement.

4. For those Out-of-Home Placements where, at the time of the site visit referred to in paragraph 3 above, five (5) or more children are placed pursuant to RSA 169-C reside, DCYF shall, on or before June 1, 1998 begin obtaining the

following information in the course of the site visit and including it in the final written report of the site visit:

- a. The number of staff at the facility providing direct care to residents;
- b. The number of staff at the facility providing supervision to direct care staff;
- c. The number of direct care and supervisory staff who have left in the 12 months preceding the site visit and the reason for the departure of each staff member;
- d. The number of new staff hired during this period; and
- e. An assessment by the director of the facility, or the director's designee, of the impact of staff turnover and the qualifications of replacement staff on the delivery of services to children placed pursuant to RSA 169-C.

5. On or before September 1, 1998 and annually thereafter, DCYF shall invite representatives of Out-of-Home Placements providers, except for foster parents, to a meeting to discuss the possibility of cooperative training regarding children in placement on such topics as the needs of such children, similarities and differences between children in placement and children in intact families, attachment and abandonment.

6. On or before September 1, 1998, DCYF shall request that all certified providers of psychiatric, psychological, substance abuse diagnostic and treatment services obtain at least eight (8) hours of training every two (2) years which is relevant to child protection and treatment issues.

XII. TEEN INDEPENDENT LIVING PROGRAM

1. On or before March 1, 1998, DCYF, through DCYF staff or certified providers, shall conduct assessments and formulate plans for independent living for children who are in Out-of-Home Placements pursuant to RSA 169-C on their sixteenth birthdays or who are placed in in-state Out-of-Home Placements after their sixteenth birthdays, subject to limitations set forth in paragraphs 2 and 3 of this section.

a. For a child in an Out-of-Home Placement on his/her sixteenth birthday the assessment and plan for independent living shall be developed within sixty (60) days of the youth's sixteenth birthday. For children who enter Out-of-Home Placement after their sixteenth birthday, the assessment and plan shall be completed within sixty (60) days of the child entering placement, or a district court determination that the child is abused or neglected, which ever occurs last; and

b. DCYF will encourage children to participate in the Independent Living Program. However, the Parties recognize that DCYF has no authority to require a child to accept independent living services or otherwise comply with the plan for independent living.

2. Independent living services shall not be provided to children while they are placed at experiential wilderness facilities.

3. When a child sixteen years of age or older is placed in a treatment center, in-patient psychiatric facility or a rehabilitation center pursuant to RSA 169-C, DCYF, through staff or a certified service provider, will assess the child's need for

independent living services within thirty (30) days prior to the scheduled discharge from the facility.

4. The Parties acknowledge that provision of independent living services as described in this section is contingent upon the continued availability of the current federal funding. To the extent that the existing federal funding provided for independent living services becomes unavailable, DCYF shall utilize best efforts to provide comparable independent living services to children 16 years of age or older who are in any Out-of-Home Placement pursuant to RSA 169-C.

5. DCYF will cooperate with the responsible school district in the district's development and implementation of transitional plans for children sixteen years of age or older who have been identified as educationally disabled as defined in RSA 186-C:2, I and who are in Out-of-Home Placements pursuant to RSA 169-C.

XIII. VOLUNTARY SERVICES CASES

1. On or before September 1, 1998, DCYF shall develop and implement policy and procedures designed to facilitate the delivery of services without court involvement pursuant to RSA 169-C and RSA 170-G. Such policy and procedures shall include the following provisions:

- a. Specific criteria defining which cases are appropriate for voluntary services;
- b. The requirement of written approval from a Supervisor to open a voluntary services case;

c. The requirement of written approval from a Supervisor to continue a voluntary services case for more than six months;

d. The requirement of written approval from a Supervisor to close a voluntary services case;

e. The requirement that the CPSW assigned to a voluntary services case meet in person with the child and family at least monthly to review the progress of the case and the effectiveness of the services provided; and

f. The requirement that the CPSW assigned to a voluntary services case have at least monthly contact with the primary service provider to determine the effectiveness of the services provided. Such contact may be in writing or by telephone and shall be documented in the Case File.

2. In developing the policy and procedures described in paragraph 1

DCYF shall:

a. Review and consider materials submitted by Plaintiffs' Counsel which apply to the delivery of voluntary services; and

b. Will review a sample of existing and previously closed voluntary services cases and consult with district office staff.

3. On or before September 1, 2001, the Monitor or designee shall consult with district office staff to review and assess the effectiveness of the policy and procedures developed pursuant to paragraph 1.

XIV. WORKER/SUPERVISOR TRAINING

1. On or before June 1, 1998, DCYF shall:

a. Develop and implement a competency based curriculum for CPSWs and Supervisors which is based upon nationally accepted standards; and

b. Provide for appropriate evaluation of the performance of training attendees and trainers following the completion of the training. Evaluation techniques may include pre and post tests and conversation with Supervisors.

2. On or before September 1, 1998, persons with one year or less prior child protection experience hired for a CPSW position shall be required to satisfactorily complete the following training during their first six (6) months of employment:

a. Three (3) days of training prior to the date the CPSW begins work in a district office. The topics covered shall include those listed on Exhibit A, as it may be revised from time to time within the discretion of DCYF;

b. Ten (10) days of on-the-job training, with district office staff specifically assigned to the training function, prior to assignment of any cases to the individual;

c. Twenty-four (24) additional days of training to be provided during the first six (6) months of employment. The topics covered shall include those listed on Exhibit B, as it may be revised from time to time within the discretion of DCYF; and

d. The time for completion of the training described in this paragraph may be extended for good cause.

3. On or before September 1, 1998 persons with more than one year prior child protection experience obtained within the prior seven years hired for a CPSW

position shall be required to satisfactorily complete the following training during their first six months of employment:

- a. Three (3) days of training prior to the date the CPSW begins work in a district office. The topics covered shall include those listed on Exhibit A, as it may be revised from time to time within the discretion of DCYF;

- b. Ten (10) days of on-the-job training, with district office staff specifically assigned to the training function, prior to assignment of any cases to the individual;

- c. Those courses from Exhibit B that the individual's Supervisor deems necessary; and

- d. The time for completion of the training described in this paragraph may be extended for good cause.

4. On or before September 1, 1998 DCYF shall require that each CPSW, in consultation with his/her Supervisor, shall annually develop an individual training plan for each year and that the CPSW's completion of this training plan be noted on the individual's annual personnel evaluation.

5. On or before June 1, 1998 DCYF shall require each CPSW and Supervisor who has been employed by DCYF for more than one year to annually complete a minimum of thirty (30) hours of training which is in furtherance of the individual training plan. DCYF shall take appropriate personnel action to address failure to complete required training. Exceptions may be permitted by the Director for good cause.

6. DCYF shall maintain a computerized record of the training programs provided by, through and under its direction.
7. DCYF shall maintain a computerized record of the trainings completed by each CPSW and Supervisor. Such record shall indicate whether each training was completed satisfactorily.
8. On or before September 1, 1998, DCYF shall incorporate applicable provisions of the Agreement into the pre-service and core training programs as described in Exhibits A and B.
9. On or before September 1, 1997 the Monitor or designee shall conduct an information and orientation session regarding the provisions of the Agreement at each district office
10. Except as otherwise provided in the Agreement, the Monitor or Designee shall conduct training for CPSWs and Supervisors on all new policy and procedures issued pursuant to the Agreement within six (6) months of issuance of said policy and procedures.
11. On an annual basis, the report required pursuant to Section XV, paragraph 3 f shall include a summary of training programs offered throughout each year.
12. DCYF shall provide a total of One Hundred Twenty Thousand Dollars (\$120,000) to the Staff Development Unit over the term of the Agreement to assist in the implementation of this section.

XV. MONITORING OF SETTLEMENT AGREEMENT

1. On or before March 1, 2001, DCYF shall conduct a quality assessment review of each district office in accordance with the following:

a. DCYF shall utilize the quality assessment instrument it is currently developing. Plaintiffs' Counsel may make non-binding recommendations regarding the quality assessment instrument;

b. DCYF will assign two additional staff to assist with quality assessment on or before September 1, 1999;

c. The quality assessment instrument shall include, but is not limited to, the issues listed in Exhibit C;

d. The quality assessment review shall include, but is not limited to, a review of a random sample of cases and discussions with foster parents, Parents, professional service providers and judges to the extent not precluded by the rule against ex parte communications;

e. DCYF shall use best efforts to conduct quality assessment reviews of five (5) district offices on or before March 1, 1999. The first five (5) assessments shall include the Claremont and Manchester district offices and three other district offices chosen by DCYF from the following: Conway, Littleton, Berlin, Portsmouth and Rochester. The quality assessment review of the Portsmouth District Office currently underway at the time of the execution of the Agreement shall constitute one of the five (5) quality assessment reviews required under this subparagraph; and

f. Within three (3) months after the completion of the quality assessment review, the group conducting the review shall issue a report identifying strengths and weakness of the district office and any problem areas. Within three (3) months of receiving the

report, the district office shall respond in writing to the report with a plan for correcting any identified weaknesses or problems. Within six (6) months after submission of its corrective action plan, the district office shall evaluate and report in writing on its compliance with the corrective action plan. Quality assessment reviews, corrective action plans and written evaluations which relate to the child protection function shall be provided to the Monitor and shall be included as part of the semi-annual report to the Oversight Panel required by Section XV, 3 f of the Agreement.

2. The Parties shall draft a reporting instrument(s) for compilation and assessment of the data needed to measure DCYF's performance under the Agreement. The reporting instrument shall be the primary basis for measuring performance under the Agreement.

3. DCYF shall designate a staff person with administrative authority and training in child protection or a related discipline as the DCYF Monitor. The responsibilities of the Monitor shall include the following:

- a. Monitor DCYF's performance under the Agreement;
- b. Review and assess the information used to measure performance;
- c. Take whatever actions are necessary to ensure that DCYF is meeting and will meet its obligations under the Agreement. Such actions may include, but are not limited to, reviewing case files, personnel files, notes and records maintained by CPSWs and Supervisors, scheduling mandatory meetings with Supervisors and staff to discuss performance issues, recommending or requiring

district offices to develop and implement corrective action plan(s) and initiating a comprehensive quality assessment of a district office;

d. Receive and respond to recommendations, questions, concerns and complaints from Plaintiffs' Counsel regarding general issues of concern about the Agreement. Any complaint not handled informally shall be submitted in writing by Plaintiffs' Counsel. Unless the Plaintiffs' Counsel and Monitor agree otherwise, the Monitor shall respond in writing to a written complaint from Plaintiffs' Counsel within fourteen (14) working days of receiving such complaint;

e. Any complaint not resolved to the satisfaction of Plaintiffs' Counsel may be referred to the Oversight Panel. The Panel may make non-binding recommendations to the Parties concerning resolution of the complaint; and

f. Beginning on March 1, 1998 and continuing thereafter on the first day of September and the first day of March until September 1, 2002, the Monitor shall provide the Oversight Panel with the information generated pursuant to the reporting instrument described in Section XV, paragraph 2 for the previous six (6) months, a summary of all corrective actions taken during the time period and an assessment of the outcome of the corrective action if then available. The semi-annual reports shall describe in detail, with respect to each section of the Agreement, DCYF's efforts to comply with its obligations during the reporting period, any deficiencies in performance and any steps planned to maintain or improve performance. Upon request, DCYF shall provide a copy of the report to Plaintiffs' Counsel. No individual DCYF employee shall be named or identified in any report or document sent to the Oversight Panel or Plaintiffs' Counsel.

4. If the Monitor receives non-confidential correspondence from district court judges or counsel for any Party in RSA 169-C proceedings regarding performance related to the Agreement, which does not relate to a specific case, such correspondence shall be included as part of the semi-annual report to the Oversight Panel required by Section XV, paragraph 3 f of the Agreement.

5. Case-specific complaints shall be handled in a manner consistent with the client complaint policy which shall be developed and implemented by DCYF on or before March 1, 1999.

6. Plaintiffs' Counsel may request information from the Monitor which relates directly to the Monitor's semi-annual reports. Such information shall be freely given during the term of the Agreement unless access to such information is expressly limited by the terms of the Agreement or unless compiling such information is unduly burdensome.

7. There shall be an Oversight Panel formed on or before November 1, 1997.

8. The Oversight Panel shall be composed of three persons. Plaintiffs' Counsel shall appoint one member. Defendants' Counsel shall appoint one member. The third member will be chosen by agreement of the two members already appointed. Oversight Panel members shall not be paid a salary.

9. DCYF shall contribute Five Thousand Dollars (\$5,000) per year for the five (5) year term of the Agreement to the Oversight Panel. The Oversight Panel

may use these funds to fulfill its obligations under the Agreement and defray any expenses necessary to carry out its functions. The Oversight Panel may also accept private funding or grants which may be used to defray expenses, to provide a per diem payment to Oversight Panel members or for other purposes consistent with the role of the Oversight Panel.

10. The Oversight Panel shall have the authority and responsibility:

a. To meet, at least monthly for the first three months following its formation, and quarterly thereafter with the Monitor to become familiar with the provisions of the Agreement and review and assess reports submitted by the Monitor as described in Section XV, paragraph 3 f. The Plaintiffs' Counsel or designee who is associated with Counsels' law firms, Defendants' Counsel and representatives of DCYF are permitted to attend the meetings of the Panel and shall have access to the data generated by the Monitor and the Oversight Panel pursuant to this section;

b. To make scheduled field visits to observe the actual workings of programs required by the Agreement, if the Panel deems it necessary;

c. To provide specific non-binding recommendations in writing to DCYF regarding its policies, standards, procedures, timetables, programs, manuals, staffing patterns, which affect compliance with the Agreement;

d. To respond in writing to the Monitor's reports and any actions which, in the opinion of the Oversight Panel, affect compliance with the Agreement;

e. The Oversight Panel may request, in writing, information from the Monitor which relates directly to DCYF's performance under the Agreement or to the Monitor's semi-annual reports. Such information shall be freely given during the term of the Agreement unless access to such information is expressly limited by the terms of the Agreement or unless compiling such information is unduly burdensome;

f. The Oversight Panel shall use the reporting instrument described in paragraph 2 in evaluating DCYF's performance of its obligations under the Agreement and as the primary format for the Panel's written reports. The Oversight Panel shall issue written reports on December 1, 1998, May 1, 2000, November 1, 2001 and August 1, 2002;

g. In the event of any complaint by the Oversight Panel about the Monitor's reports or any specific actions by DCYF relating directly to the Agreement, the Monitor shall submit a detailed response to the Oversight Panel, within thirty (30) days of receipt of the complaint;

h. All reports, complaints and recommendations shall be in writing and shall be sent to the Monitor and Counsel to the Parties; and

i. In the event Plaintiffs' Counsel initiates any legal action, including alternative dispute resolution processes, to enforce the Agreement, the Oversight Panel shall, upon request, submit to the court, arbitrator or mediator and counsel for the Parties, copies of all reports, complaints, recommendations and other documents generated by the Panel. Members of the Oversight Panel may also be called to testify in such proceedings.

11. If any member of the Oversight Panel resigns or is unable to serve for any reason, the vacancy shall be filled using the process described in Section XV, paragraph 5 used to appoint the original members.

12. Any Oversight Panel member may be removed and replaced by the entity making the appointment.

13. The Oversight Panel shall dissolve on September 1, 2002.

14. The Monitor's responsibilities shall cease on September 1, 2002.

EXHIBIT A

PRE-SERVICE TRAINING for all new DCYF employees (3 days/18 hours)

DAY 1

Overview of DCYF/CHHS, to include Child Welfare and Juvenile Justice	2 hours
Overview of Family Centered Services	1 hour
Family systems to include cultural diversity	1 hour
Legal Issues to include confidentiality	1 hour
Permanency Options	.5 hours
Central Registry	.5 hours

DAY 2

Medical and behavioral Indicators of Abuse and Neglect	1 hour
Overview of Intrafamilial Sexual Abuse	1 hour
Substance Abuse	1 hour
Domestic Violence	1 hour
Mental Health	1 hour
Suicide Assessment	1 hour

DAY 3

Effects of Placement	.5 hours
Child Development	.5 hours
Basic Interviewing Skills	2 hours
Worker Safety	1 hour
Universal Precautions	.5 hours
Computer Software and N.H. Bridges	1 hour
Paperwork and files	.5 hours

TOTAL

18 hours

EXHIBIT B**CHILD WELFARE NEW EMPLOYEE CORE REQUIREMENTS
TO BE COMPLETED WITHIN FIRST YEAR OF EMPLOYMENT**

<u>TOPICS</u>	<u>TIME</u>
Overview and Interviewing Skills of Interfamilial Sexual Abuse	1 Day
Overview of Family-Centered Services/Overview of Family Systems	1 Day
Theories including coordinated medical care for children	
Worker Safety	1 Day
Medical and Behavioral Indicators of Abuse and Neglect	1 Day
Assessment of Abuse and Neglect	2 Days
Substance Abuse	1 Day
Domestic Violence	1 Day
Mental Health Issues	1 Day
Computer	3 Days
Legal Issues (confidentiality, ADA, § 504)	
1 Day	
Interstate Compact/Teen Independent Living	1 Day
Title IV-E/Title IV-A/Medicaid	1 Day
Special Education Issues	1 Day
Universal Precautions/Blood Borne Pathogens	1/2 Day
Effects of Placement	2 Days
Permanency/Adoption Issues	1 Day
Suicide Assessment	1/2 Day
Residential Services in New Hampshire	1/2 Day
Central Registry/Fair Hearings	1/2 Day
Parenting Skills/Child Development	2 Days
Cultural Competence	1 Day
TOTAL	24 DAYS

FOR THE PLAINTIFFS:

Bruce E. Friedman

Bruce E. Friedman, Esquire (#860)
Franklin Pierce Law Center
Civil Practice Clinic
6 White Street
Concord, New Hampshire 03301

DATE: June 2, 1997

Mary J. Pilkington-Casey

Mary Pilkington-Casey, Esq. (#2028)
Franklin Pierce Law Center
Civil Practice Clinic
6 White Street
Concord, New Hampshire 03301

DATE: June 2, 1997

R. Lospennato/BCT

Ronald K. Lospennato, Esq. (#1508)
Disabilities Rights Center, Inc.
18 Low Ave., P. O. Box 3660
Concord, New Hampshire 03302-3660

DATE: June 2, 1997

FOR THE DEFENDANTS:

Terry L. Merton

Terry L. Merton, Commissioner
Department of Health & Human Services
6 Hazen Drive
Concord, New Hampshire 03301

DATE: 5/16/97

Nancy L. Rollins

Nancy L. Rollins, Director
Division for Children, Youth & Families
6 Hazen Drive
Concord, New Hampshire 03301

DATE: May 20, 1997

Ann F. Larney

Ann F. Larney, Esq. (#6529)
Assistant Attorney General
Office of the Attorney General
33 Capitol Street
Concord, New Hampshire 03301

DATE: June 2, 1997