



this Agreement under caselaw not interpreting the legislation that is currently known as the Federal Consent Decree Fairness Act and this provision is not intended to affect in any way other Consent Decrees that have been or will be entered into by the State

This Agreement is not nor shall it be construed to be an admission of liability on the part of Defendants or any of them as to the truth of any fact alleged or the validity of any claim which has or could have been asserted in the Action or of the deficiency of any defense which has or could have been asserted in the Action or of any wrongdoing or liability whatsoever nor shall this Agreement be construed as an acknowledgment by Plaintiffs of the absence of such liability

As set forth above it is the intent of the parties to this Agreement that the Court retain jurisdiction over this Agreement and that this Agreement shall be enforceable by the Court as provided herein It is also the intent of the parties that notwithstanding the preceding sentence the parties shall apply their best efforts to effectuate the purposes of this Agreement and make every reasonable effort to resolve disputes prior to seeking Court intervention Plaintiffs agree not to seek relief for isolated or minor violations or for violations relating solely to an individual child unless that child is a named plaintiff in this litigation

Unless otherwise specifically stated in a provision of this Agreement all provisions of this Agreement shall be enforceable as provided herein and shall apply to all children in custody regardless whether they are in a placement made by the State or by a contract agency and regardless of the type of placement

All references to “the State” within this Agreement refer to and specifically apply to the Defendants the Governor of the State of New Jersey and the Commissioner of the Department of Children and Families (“DCF” acting in their official capacities

## **I. PRINCIPLES OF MODIFIED SETTLEMENT AGREEMENT**

The interpretation of the provisions of this Agreement will be guided by the following principles

### **A Children in out of home care should be protected from harm**

Foster care should be as temporary an arrangement as possible with its goal being to provide to children in out of home placements a safe nurturing and permanent home quickly

If at all possible children in out of home placements should be quickly and safely reunified with their biological families If this cannot be accomplished children need to be placed with an adoptive family or in the permanent legal custody of an appropriate kinship family in a timely fashion

### **3 Families should be provided with the services they need to keep them together whenever possible Families should be provided**



C In order to protect children and support families New Jersey's child welfare system should operate in partnership with the neighborhoods and communities from which children enter care

D New Jersey's child welfare system should be accountable to the public to other stakeholders and to communities throughout the State

E Services to children in care and their families should be provided with respect for and understanding of their culture No child or family should be denied a needed service or placement because of race ethnicity or special language needs

F New Jersey's child welfare system should have the infrastructure resources and policies needed to serve the best interests of the children in its care

The list of principles outlined above is not intended to be exhaustive Rather the parties acknowledge that the shared goal of improving outcomes for children will require commitments to principles and outcome measures that are broader than the subject matter of this Action

## **II. PHASE I - JULY 2006 TO DECEMBER 2008**

### **A. NEW CASE PRACTICE MODEL**

The parties acknowledge that high quality case practice is essential to children in the plaintiff class that it will take several years to achieve the necessary level of performance and that progress towards this goal must be measured regularly Accordingly the State shall in collaboration with the Monitor develop and implement a new case practice model consistent with the Principles in this Agreement and sufficient to meet the needs and purposes of this Agreement as follows

The case practice model shall address at least the issues listed below

- a effective engagement of the family and its natural supports
- b quality assessment of family and child strengths and quali Td (n Tj4 (n Tj4

h the quality of permanency planning qn

- b By September and continuing thereafter of all new case carrying workers shall be enrolled in Pre Service Training including training on intake and investigations within two weeks of their start date
- c By September and continuing thereafter no case carrying worker shall assume a full caseload until completing pre service training and until after she has passed competency exams

In Service Training

- a By April and continuing thereafter the State shall develop in collaboration with the Monitor and institute a quality In Service Training program that is consistent with the Principles in this Agreement and sufficient to meet the needs and purposes of this Agreement for case carrying staff supervisors and case aides
- b By December of all case carrying workers and supervisors shall have taken a minimum of hours of In Service Training and shall pass competency exams State management shall be responsible for deciding the subject areas that are mandatory for particular staff or types of staff
- c Beginning January and continuing thereafter of all case carrying workers and supervisors shall take a minimum of 4 hours of annual In Service Training and shall pass competency exams DCF management shall be responsible for deciding the subject areas that are mandatory for particular staff or types of staff
- d By September and continuing thereafter the State shall implement in service training on concurrent planning for all existing staff Such training can be utilized to satisfy in part the requirement set forth in b and c above
- e Beginning April and continuing through December of case carrying staff supervisors and case aides that had not been trained on the new case practice model shall have received this training The training may take place as part of mandatory annual In Service Training

- a By September and continuing thereafter all new staff responsible for conducting intake or investigations shall receive specific quality training on intake and investigations process policies and investigation techniques that is consistent with the Principles in this Agreement and sufficient to meet the needs and purposes of this Agreement The staff shall pass competency exams before assuming responsibility for intake, investigation cases
- b Beginning September with completion by June all staff currently responsible for conducting intake or investigations who have not yet received investigations training shall receive specific training on intake and investigations process policies and investigation techniques

4 Supervisory Training

- a By September the State shall develop in collaboration with the Monitor a quality Supervisory Training Program for all supervisors that is consistent with the Principles in this Agreement and sufficient to meet the needs and purposes of this Agreement and that consists of at least 4 class hours The State shall institute this training program thereafter
- b Beginning December and continuing thereafter inee ee

By June the State shall seek from the federal government approval for a Medicaid rate structure to support the use of new services for children and families including community based and evidence based informed or support practices such as Functional Family Therapy and Multi Systemic Therapy

- 3 By June the State will amend its policies and procedures to better promote family preservation and reunification by permitting the utilization of flexible funds for birth families involved with DYFS as follows (i the amount of expenditures that may be made without obtaining consent for an exception to the rule shall be increased from annually per parent to 34 annually and (ii the current limitation that payments made on behalf of birth parents may not be made for a period exceeding three months shall be extended to twelve months
- 4 By June the State will develop a plan for appropriate service delivery for lesbian gay bisexual transgender and questioning youth and thereafter begin to impl



Solution (PALS) to four additional counties above the number of counties where PALS operates as of June

By June the State will increase the flexible funding available to meet the unique needs of children and birth families above the amount available as of December in order to facilitate family preservation and reunification where appropriate

By June the State will add transitional living program beds for youth between the ages of and above the number of beds available in June

By June the State will increase substance abuse services to DCF involved parents and children to include (i) 3 new residential treatment slots for parents (ii) new intensive outpatient care slots for parents and (iii) new residential treatment slots for youth. All expansion will be above the number of supported slots as of June

- 3 Nothing in Section C shall limit the State's responsibility with regard to the commitments made in this Agreement involving the State's needs assessments and the provision of placements and services consistent with those assessments as described in sections II C, II H, 3 and III C of this Agreement

#### **D. FINDING CHILDREN APPROPRIATE PLACEMENTS**

By December and continuing thereafter the State shall implement an accurate real time bed tracking system to manage the number of beds available from the DCBHS and match those beds with children who need them

By October and continuing thereafter the State shall create a process to ensure that no child shall be sent to an out of state congregate care facility unless (i) the placement to which the child is being sent is closer to the child's family than any appropriate in state placement or (ii) the child (a) cannot reasonably be served by any appropriate in state placement including a foster home or group facility even with the addition of any available individualized services to the child and (b) the out of state placement can appropriately meet the child's individualized service needs. In either instance the child's placement must be approved in writing by the Director of DCBHS. The process shall also ensure that for any child who is sent out of state the State shall ensure an appropriate plan to maintain contacts with family and return the child in state as soon as appropriate

3 By June the State shall evaluate the needs of the children in custody who are currently in out of state congregate placem

office and type of worker and for permanency and adoption workers that tracks children as well as families. Such reporting shall include only caseload carrying staff and shall not include trainees who are not yet eligible to carry a full caseload.

By December and continuing thereafter, the State shall provide accurate caseload data to Plaintiffs and the public via the DCF website on a quarterly basis.

3 By December DCF shall hire a new Human Resources Director.

4 By December and continuing thereafter, DCF shall make Safe Measures accessible to all staff.

By December and continuing thereafter, DCF shall train all staff on the use of Safe Measures.

By December of offices shall have average caseloads for the permanency staff at the caseload standard of families or less and children in out of home care or less.

By December 4 of offices shall have average caseloads for the intake staff at an interim caseload standard of families or less and new referrals per month or less.

By December of offices shall have sufficient supervisory staff to maintain a worker to supervisor ratio.

By June and thereafter of offices shall have average caseloads for the permanency staff at the caseload standard of families or less and children in out of home care or less.

By June of offices shall have average caseloads for the intake staff at an interim caseload standard of families or less and new referrals per month or less.

By June of offices shall have sufficient supervisory staff to maintain a worker to supervisor ratio.

By December and thereafter of offices shall have average caseloads for the permanency staff at the caseload standard of families or less and children in out of home care or less.

3 By December 3 of offices shall have average caseloads for the intake staff at an interim caseload standard of families or less and new referrals per month or less

4 By December of offices shall have sufficient supervisory staff to maintain a worker to supervisor ratio

By June of offices shall have average caseloads for the permanency staff at the caseload standard of families or less and children in out of home care or less

By June 4 of offices shall have average caseloads for the intake staff at the caseload standard of families or less and new referrals per month or less

By June of offices shall have sufficient supervisory staff to maintain a worker to supervisor ratio

By December of offices shall have average caseloads for the permanency staff at the caseload standard of families or less and children in out of home care or less

By December of offices shall have average caseloads for the intake staff at the caseload standard of families or less and new referrals per month or less

By December and thereafter of offices shall have sufficient supervisory staff to maintain a worker to supervisor ratio

**F. PROVISION OF HEALTH CARE (MEDICAL AND MENTAL HEALTH)**

By August the State shall hire a new chief medical officer

By December the State shall provide (i) pre placement assessments to children entering out of home care (ii) a full medical examination for children entering out of home care within days of the day the child entered care (iii) annual medical examinations for children in out of home care according to the Early and Periodic Screening Diagnosis and Treatment ("EPSDT" guidelines (the full medical examination detailed under (ii) can serve as partial or full satisfaction for this requirement as applicable (iv) semi annual dental examinations for children ages 3 and older (v) mental health assessments for children with a suspected mental health need and (vi) such follow up care as appropriate for the needs identified in (i) (ii) (iii) (iv) and (v)



**G. PERMANENCY PLANNING AND ADOPTION**

The process of freeing a child for adoption and seeking and securing an adoptive placement shall begin as soon as the child's permanency goal becomes adoption but in no event later than as required by federal law. The adoption process shall begin immediately for all children for whom a diligent search has failed to locate the whereabouts of both parents and for whom no appropriate family member is available to assume custody.

By December \_\_\_\_\_ the State shall develop and begin implementation of permanency practices that include a minimum of \_\_\_\_\_

a. Five month permanency reviews. When a child has been in custody for five months, the State shall hold a five month permanency review. The following individuals shall be invited: a4 Td ( Tj 3 4

responsible for completing prior to the permanency hearing iv assign a recruiter to engage in child specific recruitment for those children who lack an identified adoptive family and v initiate the drafting and filing of the termination of parental rights petition

c When adoption becomes the approved goal at the permanency hearing (whether at ten months or earlier or later the child s case shall be transferred to the adoption worker within five business days of the approval of the goal change by the court The State shall complete a child specific recruitment plan for children needing an adoptive family within thirty days of the approved goal change

d The termination of parental rights petition shall be filed within six weeks of the permanency hearing

e The State shall complete the consent package for the adoption of children who are being adopted by their foster or relative parents within days post termination of parental rights

f For the children awaiting an adoptive home the State shall hold monthly reviews to assess progress towards identifying an adoptive family The adoption worker the supervisor and the area office recruiter shall attend these reviews

3 By December the State shall build an adoption tracking system that sets adoption targets based on milestones and finalizations for each office and area

4 By December the State shall design an adoption process tracking system to record the completion of five month reviews ten month reviews and permanency hearings the transfer of cases to adoption staff and identification of assigned adoption staff termination of parental rights petition filings terminations of parental rights appeals of terminations adoption placements and adoption finalizations

By December the State shall continue to provide paralegal support and child case summary writer support for adoption staff in the local offices

By December the State shall institute Adoption Impact Teams which consist of permanent full time employees with adoption training who shall

(a be under the direction of the statewide Adoption Director

(b) focus first on the longest waiting children who are waiting for an adoptive home and develop individualized recruitment plans for each of those children

(c) work towards permanency for those children which includes regular reviews of progress

(d) identify common barriers and proposed solutions for the Adoption Director to utilize in modifying statewide adoption practice and

(e) upon completion of their initial task assist in further special projects to achieve the adoption targets set forth in this Agreement

By December the State shall develop local office plans to address the adoption backlog in each office. The State shall commit the necessary resources to address the backlog.

By December the State shall designate for each area office at least one resource family recruiter to conduct child specific recruitment for children with a goal of adoption who are awaiting adoptive families.

By December the State shall identify designated adoption workers for each local office. The State shall have provided adoption training to those designated adoption workers. The State shall transfer cases with a goal of adoption to those adoption workers and by December the adoption staff in of local offices shall have responsibility for all of the children in that office with a goal of adoption with the exception that a child who has an established relationship with a permanency worker can remain on that permanency worker's caseload with the permanency worker taking responsibility for adoption work for that child with support from an assigned adoption staff worker.

By December 3 of offices will have average caseloads for the adoption staff consisting of or fewer children.

By December the State shall have finalized adoptions during the calendar year.

By June the State shall complete the adoption case transfer process described above across of offices.



3 By June of offices will have average caseloads for the

By December \_\_\_\_\_ the State shall create and utilize “Impact Teams” The Impact Teams shall

- a Focus on applications pending for more than \_\_\_\_\_ days
- b Involve staff from both the field offices and licensing units
- c Work on a sample of those applications to complete processing through licensing
- d Identify potential structural challenges to completing licensing within \_\_\_\_\_ days
- e Continue their work until the majority of applications can be resolved within \_\_\_\_\_ days
- f Provide assistance to support the State’s ability to meet the targets for new resource families set forth in this Agreement

By December \_\_\_\_\_ the State shall implement in collaboration with the Monitor a quality methodology that is consistent with the Principles in this Agreement and sufficient to meet the needs and purposes of this Agreement to ensure applications resolve within \_\_\_\_\_ days absent exceptional circumstances

By December \_\_\_\_\_ the State shall establish targets for numbers of new resource families to license by office

By December \_\_\_\_\_ the State shall establish an accurate<sup>01</sup> baseline of available resource family homes that reports non kin and kin homes separately

By June \_\_\_\_\_ the State shall create an accur \_\_\_\_\_<sup>a</sup>

- 3 By December the State shall have created a methodology for setting annualized targets for resource family non kin recruitment based on a needs assessment for such homes by county throughout the State of New Jersey By January the State shall implement that methodology By December the State shall meet the targets established through the needs assessment
  
- 4 Beginning June and thereafter the State shall provide flexible funding meant to ensure that families are able to provide appropriate care for children and to avoid the disruption of otherwise stable and appropriate placements at the same level or higher than provided in FY

The State shall continue to close the gap between current resource family support rates (foster care kinship care and adoption subsidy) and the rates for residential care.

3 By June the State shall c

By December            and continuing thereafter the State shall produce caseload reporting that tracks actual caseloads by office and type of worker and for permanency and adoption workers that tracks children as well as families

By December            and continuing thereafter the State shall maintain an accurate worker roster

By December            the State shall implement New Jersey Spirit Release 3

**III. PHASE II - JANUARY 1, 2009 UNTIL TERMINATION**

**A. TARGETED PERFOR**

subject to abuse or neglect after they go home

(i) *M a n* Of all children who are reunified during a period the percentage who are victims of substantiated abuse or neglect within one year after the date of reunification

(ii) *§ 263.10* *P o anc L v* for the period beginning July and thereafter no more than 4

*O co 2 § 263.10* *n av P an n a a*

a *§ 263.10* *2a* Children in custody achieve timely permanency through reunification adoption or legal guardianship

(i) *M a n* *§ 263.10* *P o anc*  
*L v* The speci

a *Section 4* Children have no more than two placements

(i) *Section 4* Of the number of children entering care in a period the percentage with two or fewer placements during the twelve months beginning with the date of entry

(ii) *Section 4* by June and thereafter at least

b *Section 4* Siblings are placed together

(i) *Section 4* Of sibling groups entering custody at the same time or within 3 days of one another the percentage in which all siblings are placed together measured separately for (A groups of 2 or 3 siblings and (B groups of 4 or more siblings

(ii) *Section 4* A for siblings entering custody in the period beginning July at least in the period beginning July at least in the period beginning July at least in the period beginning July and thereafter at least

(iii) *Section 4* B for siblings entering custody in the period beginning July at least 3 in the period beginning July at least 3 in the period beginning July and thereafter at least 4

c *Section 4* Children are placed

**B. TARGETED PERFORMANCE LEVELS FOR CRITICAL PROCESSES**

By June and thereafter the State shall meet the caseload standards set forth in subsections (a) through (d) below. Compliance will be defined as having at least of offices with average caseloads meeting the standard at least of individual workers with caseloads meeting the standard

a no more than families and no more than ten children in out of home care

b no more than open cases and no more than eight new case assignments per month

c no more than open cases and no more than eight new case assignments per month

d no more than children

The State will require by policy that allegations of abuse or neglect be classified as to their type and the required response time. Response times for reports classified as requiring abuse/neglect investigation may range from immediate to not more than 4 hours. For periods beginning July and thereafter of such investigations shall commence within the required timeframes

3 By a date to be determined by the Monitor in consultation with the parties of all abuse/neglect investigations shall be completed within days. The Monitor shall also establish interim targets set at a level designed to promote a significant but realistic amount of annual progress towards the final target

4 Completion of investigations by IAIU shall continue to meet the final standards described in Section II I 3 of this Agreement

The State shall continue to establish in consultation with the Monitor annual targets for the number of resource families to be licensed including



*P a c n n* The State shall continue to meet the restrictions concerning use of shelters set forth in Section II D above Beginning January and thereafter placements of adolescents in crisis in shelters pursuant to subsection II D (ii) shall be limited to no more than 3 days

*a w o o n a c* *a n* By a date to be determined by the Monitor in consultation with the parties caseworkers shall have face to face contact with children in custody as follows

- a during the first two months of a placement whether the child s initial placement or a subsequent placement at least two visits per month with at least of children
- b during all other parts of a child s time in out of home care at least one visit per month with at least of children

The Monitor shall also establish interim targets set at a level designed to promote a significant but realistic amount of annual progress towards the final target

*a w o o n a c* *a* By a date to be determined by the Monitor in consultation with the parties caseworkers shall have face to face contact with the parent(s) or other legally responsible family member of children in custody as follows

- a for children with a permanency goal of reunification at least two visits per month with at least of families
- b for children with other permanency goals at least one visit per month with at least of families unless parental rights have been terminated in which case there shall be no requirement for such contacts with parents

Contacts made by private providers shall count towards these requirements The Monitor shall also establish interim targets set at a level designed to promote a significant but realistic amount of annual progress towards the final target

*B w n P a n a n* *a n n O - o - o a* By a date to be determined by the Monitor in consultation with the parties at least of children in custody shall have in person visits with their parent(s) or other legally responsible family member at least bi weekly and at least of children in custody shall have such visits at least weekly Cases in which parental



b of adoptions finalized during the period at least shall  
have been finalized within nine months of adoptive placement

3 *Q a y o a*

shall incorporate into its contracts with service providers performance standards consistent with the Principles of this Agreement

*Q a y o v n* By June in consultation with the Monitor the State shall develop and implement a well functioning quality improvement program consistent with the Principles of this Agreement and adequate to carry out the reviews of case practice set forth in section II A above

*Ann a A n* By June and thereafter the State shall regularly evaluate the need for additional placements and services to meet the needs of children in custody and their families and to support intact families and prevent the need for out of home care Such needs assessments shall be conducted on an annual staggered basis that assures that every county is assessed at least once every three years The State shall develop placements and services consistent with the findings of these needs assessments

*o c a y n* By June and thereafter reimbursement rates for resource families shall equal the median monthly cost per child calculated by the United States Department of Agriculture for middle income urban families in the northeast

#### **IV. MONITORING**

A The parties agree that the Center for the Study of Social Policy under the direction of Judith Meltzer shall be the Monitor of the State s compliance with the goals and principles of this Agreement

B The Monitor s duties shall be to confirm independently the data reports and statistics provided pursuant to this Agreement conduct independent case record and other qualitative reviews review all plans a

other enforceable topics covered by this Agreement to the extent the Monitor deems necessary

C The State agrees to provide the Monitor with free access to all individuals within DCF and its Divisions any successor agencies or divisions and persons within the Executive Branch as the Monitor chooses to assist the Monitor in gaining free access to other stakeholders in the child welfare system (including but not limited to the staff of contract providers and to provide the Monitor with free access to all documents and data it deems relevant to its work (including but not limited to documents and data from contract agencies The Monitor agrees to respect the confidentiality of all information related to individually identifiable clients of the Department and its Divisions subject to applicable law The Monitor further agrees to respect the confidentiality of any documents that are in draft form or otherwise privileged

D The reports of the Monitor shall be public documents except that any individually identifiable information (as that term is understood under New Jersey law and any other confidential information protected from disclosure by law including without limitation any protected health information and/or individually identifiable health information (as those terms are understood under HIPAA shall be redacted or otherwise removed from any public report The Monitor shall have a sufficient reasonable budget (the funding of which shall be the responsibility of the State staff and access to information including access to State employees that the Monitor deems necessary to fulfill his or her duties Any such information received by the Monitor unless already public shall not be made public without the State's prior written permission except as incorporated into a public report of the Monitor

E Plaintiffs shall have access through the Monitor to all information made available to the Monitor and to all other information related to ensuring compliance with and enforcing this Agreement subject to the existing confidentiality order in effect in this case

F The parties may request that the Monitor review and issue recommendations regarding the provision of services to the named plaintiffs in this case

G The intent of the parties is that the Monitor shall develop a plan to transfer the primary monitoring function to DCF's quality assurance unit upon the termination of this Agreement or at such earlier time as the parties may agree The Monitor shall work in collaboration with the State in building DCF quality assurance capacity

H The Monitor may periodically meet privately with the Court concerning issues related to this case provided the parties are made aware of the occurrence of such a meeting

I If at any point the Monitor can no longer serve the parties shall agree on another Monitor with input and recommendations from the outgoing Monitor

## **V. DISPUTE RESOLUTION**

In the event that Plaintiffs identify an area in which they believe Defendants are not in substantial compliance with an enforceable provision of this Agree

take the actions agreed to in Phase I as set forth in this Agreement. Before seeking court intervention, Plaintiffs shall first utilize the dispute resolution process set forth herein.

H. In Phase II, Plaintiffs may seek court intervention for Defendants' failure to comply with the terms of any of the enforceable actions from Phases I or II. Before seeking court intervention, Plaintiffs shall first utilize the dispute resolution process.

I. In Phase II, Plaintiffs may fully enforce all phases of the Agreement and both sides reserve their legal rights to make all applicable legal arguments.

J. In an action in federal court to remedy an alleged failure to comply with any terms of this Agreement, Plaintiffs shall have the burden of demonstrating that Defendants have failed to comply with specific terms of the Agreement and that they are entitled to relief. Factors that may be included in any defense, which may be considered by the Court but are not dispositive, are:

Conclusions and findings in the independent monitoring reports

Constraints, including legal constraints, upon Defendants' ability to comply

3. The interests at stake

4. The progress that has been made towards achieving compliance with the specific term in dispute

## **VI. TERMINATION AND EXIT**

After June [redacted] or the last deadline set by the Monitor, whichever is later, Defendants may seek a ruling from the Court terminating the Court's jurisdiction over this Agreement based on Defendants' demonstrating that they have achieved and maintained compliance with this Agreement for a continuous period of at least two years. In order to demonstrate that they have achieved and maintained compliance for a continuous period of at least two years, Defendants may prove compliance with the Agreement during the period from June [redacted] and thereafter, as long as Defendants also prove that they have achieved and sustained compliance with the applicable interim and final measures. Defendants may not, however, seek such a ruling if there are any pending motions before the Court, if there are then in effect any remedial Court orders based on noncompliance with any enforceable provisions of this Agreement, or there are any notices of non-compliance or action plans still in effect pursuant to the dispute resolution section of this Agreement. If, in response to such an application by Defendants, Plaintiffs can show that Defendants have failed to satisfy their burden outlined above, the Court shall retain jurisdiction. If Plaintiffs can show continued Court jurisdiction is necessary to carry out by