

Wyatt B., et al. v. Tina Kotek, et al.

U.S. District Court, District of Oregon (Eugene Division), Case No. 6:19-cv-00556-AA

May 17, 2024

SETTLEMENT AGREEMENT

RECITALS

Whereas, Wyatt B. and Noah F. by their next friend Michelle McAllister; Kylie R. and Alec R. by their next friend Kathleen Megill Streck; Unique L. by her next friend Annette Smith; Simon S.; Ruth T.; Bernard C.; Naomi B.; and Norman N., for themselves and on behalf of the certified general class and three subclasses certified by the Court in its Opinion & Order dated August 17, 2022 (Dkt. 275) (collectively “**Plaintiffs**”) and Tina Kotek, Governor of Oregon in her official capacity; Fariborz Pakseresht, Director, Oregon Department of Human Services (“**ODHS**”) in his official capacity; Aprille Flint-Gerner, Director, ODHS Child Welfare in her official capacity; and ODHS (collectively “**Defendants**”) are Parties to a lawsuit entitled *Wyatt B., et al. v. Tina Kotek, et al.*, U.S. District Court, District of Oregon (Eugene Division), Case No. 6:19-cv-00556-AA (the “**Litigation**”); and

Whereas, Plaintiffs and Defendants, having considered the costs, risks, and delay of trial and appeal, are entering into this Settlement Agreement (“**Settlement Agreement**” or “**Settlement**”) to resolve the Litigation and promote ODHS’s efforts to protect child safety, continue to make improvements to Oregon’s child welfare system, and support and preserve families; and

Whereas, this Settlement Agreement is structured around a collaborative partnership between ODHS and an experienced Neutral with subject matter expertise and the Neutral will assist ODHS in its progress by setting and measuring flexible goals aimed at improving outcomes for children and continuing system transformation regarding ODHS’s role within the larger child-serving system in Oregon;

Plaintiffs and Defendants agree as follows:

DEFINITIONS

1. “**Categories**” mean the particular areas of assessment set forth in Section 2.
2. “**CFSR**” means the Child and Family Services Reviews process conducted by the Children’s Bureau, within the U.S. Department of Health and Human Services Administration for Children and Families.
3. “**Child(ren) in Care**” means children who are in the legal and physical custody of ODHS. The Parties disagree on the scope of this definition and will submit this disputed issue by motion to the Court as further detailed in Section 1.
4. “**Class**” means the general class certified by the Court in its Opinion & Order dated August 17, 2022 (Dkt. 275).
5. “**The Court**” means the Honorable Judge Ann Aiken in the U.S. District Court for the District of Oregon (Eugene Division), or her successor.

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6. “**Effective Date**” means the date on which the Court approves the Settlement Agreement at or following the Fed. R. Civ. P. 23(e) fairness hearing.
7. “**Efforts**” mean all actions, policies, practices, and procedures made and/or undertaken by ODHS to achieve Ultimate Outcomes, which may include, for example, ODHS’s continuous quality improvement work.
8. “**Maltreatment**” means all abuse as defined in ORS 419B.005 and ORS 418.257, and as further amended or renumbered, which includes all Child(ren) in Care both as defined in this Settlement and as further modified by resolution of the dispute regarding that term, as detailed in Section 1.
9. “**Measurements**” mean methods of assessing progress toward Ultimate Outcomes.
10. “**Next Friend(s)**” means the adult next friends through which five (5) of the ten (10) named plaintiffs appear in this Litigation, who have yet to reach the age of 18.
11. “**Party**” means either Plaintiffs or Defendants, and “**Parties**” means both Plaintiffs and Defendants.
12. “**Services**” mean the services identified in the case plan for a Child in Care as defined in 42 U.S.C. § 675(1).
13. “**State Agency**” means any officer, board, commission, department, division, or institution in the executive branch of the government of the State of Oregon.
14. “**Subclass(es)**” means the three subclasses certified by the Court in its Opinion & Order dated August 17, 2022 (Dkt. 275).
15. “**Substantial Compliance**” means sufficient and sustained good faith and meaningful Efforts that work toward achieving the Ultimate Outcomes, which does not require strict compliance, but requires meaningful progress toward the Ultimate Outcomes.
16. “**Timelines**” mean specific benchmarks, dates, and/or periods of time by which to achieve Measurements and Ultimate Outcomes.
17. “**Ultimate Outcomes**” mean specific, concrete, and identifiable metrics that are goals to be met at the conclusion of the term of this Settlement Agreement.

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AGREEMENT

1. **Resolution of Dispute Regarding Scope of Definition of “Child in Care.”**

The Parties dispute the legal scope of this definition. Specifically, the dispute pertains to whether the Settlement Agreement’s defined term Child in Care excludes: 1) children who have not been removed and their family is receiving services through ODHS in-home (*i.e.*, through ODHS Family Preservation) because while those children may be in ODHS’s legal custody so, for example, ODHS can draw down Title IV-E federal funding to provide in-home services, they are not in ODHS’s physical custody and not “in care”; and/or 2) children who have been removed, are in ODHS’s legal custody, but are not in ODHS’s physical custody because they are placed in-home with a parent or legal guardian (*i.e.*, on Trial Home Visit).

The Parties will each submit these issues by motion to the Court for resolution in a limited judgment, so that it is appealable by either Party. The Parties’ opening briefs shall be filed by May 31, 2024. The Parties shall file response briefs by June 14, 2024. There shall be no reply briefs. If either Party appeals the Court’s decision on this dispute, the Parties agree it shall not affect the other terms of this Settlement Agreement, which shall otherwise proceed, including the awarding of attorney fees.

2. **ODHS Child Welfare Improvements.**

Defendants shall work with the Neutral, defined further in Section 3, to set Ultimate Outcomes for the following Categories, and Defendants and the Neutral shall take into account existing Measurements, as listed below:

2.1 **Rate of Maltreatment of Children in Care.**

2.1.1 As of March 11, 2024, the current federal measure for rate of “Maltreatment in Foster Care” in Oregon is 16.4 victimizations/100,000 days (statewide average for prior 12-month period).¹

2.1.2 The Neutral and ODHS will work together to develop an additional Measurement that does not count Maltreatment of children who are in the legal but not physical custody of ODHS (*i.e.*, children living at home in Family Preservation or on a Trial Home Visit).

¹ Exhibit 1: Oregon Dept. of Human Services, Federal Performance Measures Overview, Maltreatment in Foster Care, 2023 Round 4, (Data Refresh Date Mar. 11, 2024), available at <https://www.oregon.gov/odhs/data/pages/cw-dashboard-fpm.aspx> (last visited May 14, 2024).

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2.2 Re-entry rate for Children in Care.

2.2.1 As of March 11, 2024, the current federal measure for rate of “Re-entry to Foster Care” within twelve (12) months is 10.7% (statewide average for prior 12-month period).²

2.3 Timeliness of completion of initial case plans for Children in Care.

2.3.1 As of December 2023, 71% of initial case plans were completed within sixty (60) days.³

2.4 Timelines to complete professional mental health and medical assessments and referrals for reasonable and necessary medical and mental health care, services, and treatment for a Child in Care.

2.4.1 For 2022, 88.3% of children received age-appropriate mental, physical, and dental health assessments within 60 days of notification to Coordinated Care Organizations (“CCO”) that the child was placed into ODHS’s custody (statewide CCO average for 2022 CCO Performance Metrics Data).⁴

2.4.2 The Neutral and ODHS will work together to develop additional (or alternate) Measurements to assess timeliness of assessments and referrals. Additional or alternate Measurements might include, for example, timeliness of intake nursing assessments and timeliness of referrals for physical health, dental, mental health, and intellectual and developmental disability assessments from the time of entry into care.

² Exhibit 2: Oregon Dept. of Human Services, Federal Performance Measures Overview, Re-entry to Foster Care, 2023 Round 4, (Data Refresh Date Mar. 11, 2024), available at <https://www.oregon.gov/odhs/data/pages/cw-dashboard-fpm.aspx> (last visited May 14, 2024).

³ Exhibit 3: Oregon Dept. of Human Services, Child Welfare Division Progress Report (Mar. 2024) at 13, available at <https://www.oregon.gov/odhs/child-welfare-transformation/progressreports/cw-progress-report-2024-03.pdf> (last visited May 14, 2024).

⁴ Exhibit 4: Oregon Health Authority, 2022 CCO Performance Metrics Data, 2022 Incentive Metrics, Assessment of Children in ODHS Custody, available at <https://visual-data.dhsoha.state.or.us/t/OHA/views/CCOPerformanceMetricsData/performancecedata> (last visited May 14, 2024).

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Defendants shall also work with the Neutral on qualitative improvements for the following Categories:

2.5 Appropriateness and quality of placements and Services for Children in Care.

2.5.1 This shall be qualitatively evaluated by the Neutral through access to ODHS's existing case review sampling process.

2.6 Notification and reporting required by Oregon law concerning Maltreatment of Children in Care.

2.6.1 The Neutral shall assess ODHS's Efforts, policies, and practices of notifying and providing any reports or materials required by Oregon law concerning Maltreatment of Children in Care to all statutorily required parties or individuals pursuant to ORS 419B.015, ORS 419B.035, and ORS 418.259, and as further amended or renumbered.

2.7 The Neutral may recommend no more than two (2) additional Categories in total, provided that such Category must be within the scope of claims and relief in this case that are actionable under the United States Constitution Fourteenth Amendment Substantive Due Process Clause or the Americans with Disabilities Act and recommended within two (2) years of the Effective Date. Any dispute between the Neutral and Defendants regarding this provision shall be submitted to the Arbitrator per Section 9.

2.8 The Categories above will not contain, in total, more than fifteen (15) Measurements.

3. Role of Child Welfare Neutral.

3.1 The Neutral shall act as a subject matter expert to assess Oregon's child welfare system which will include the following comprehensive review of the system:

3.1.1 Review all of the Parties' expert and rebuttal reports in the Litigation.

3.1.2 Conduct optional interviews, subject to entering an agreement regarding privacy and confidentiality concerns, with any of the following: representatives and counsel for both Plaintiffs and Defendants (representatives for Defendants to include for example, Child Welfare leadership and staff (such as present and former caseworkers)), representatives of related State Agencies, civil rights attorneys, providers, resource parents, current or former foster children, parents, judges, juvenile dependency and delinquency attorneys, CASAs, treatment service providers, law enforcement, and legislators.

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- 3.1.3 The Neutral will work with ODHS before interviewing any minor children in the legal or physical custody of ODHS to determine reasonable limits and contours of such contact (*i.e.*, number of children, age, therapeutic contraindications, interview participants, juvenile attorney consent, etc.).
- 3.2 The Neutral shall determine Measurements, Ultimate Outcomes, and Timelines, as applicable to the Categories in Section 2 (“**Initial Review**”). In setting and evaluating the Measurements, Ultimate Outcomes, and Timelines, the Neutral shall take into account federal standards and Oregon’s performance, practice, and statutory variations relative to national performance. For example, the Neutral will review Oregon’s CFSR results and any resulting Program Improvement Plan and reporting created during this Settlement Agreement.
- 3.3 The Neutral’s Initial Review shall occur by April 30, 2025, which may be extended by up to ninety (90) days at the request of the Neutral.
- 3.4 The Neutral shall afford the Parties thirty (30) calendar days to comment on a draft of the Initial Review. The Neutral may take into account the Parties’ comments on the draft of the Initial Review before submitting the final Initial Review to the Court and Parties. The Initial Review shall not be subject to dispute resolution in Section 9.
- 3.5 The Neutral shall annually determine whether ODHS’s Efforts are sufficient to accomplish Measurements, Ultimate Outcomes, and Timelines, as applicable to the Categories in Section 2, and as addressed further in Section 6. Such determination shall include both a qualitative and quantitative assessment, not a rigid “yes” or “no” assessment of compliance.
- 3.6 The Neutral shall recommend changes, if any, to Efforts, Measurements, Ultimate Outcomes, and Timelines should Measurements and Ultimate Outcomes not be met within the Timelines established.
- 3.7 The Neutral shall determine if and when sufficient Efforts and Ultimate Outcomes have been met and if any Ultimate Outcomes may be removed from reporting requirements.
- 3.8 The Neutral shall determine if Ultimate Outcomes have been substantially complied with in this Settlement Agreement as to warrant an exit from the terms of the Settlement Agreement.
- 3.9 Nothing in this Section concerning the Neutral’s role changes the limitations in Sections 2.7 and 2.8.
- 3.10 The Neutral shall have reasonable access to ODHS documents relevant to the Categories in Section 2 as requested.

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- 3.10.1 The Neutral shall only have access to child-specific data and documents (other than ODHS's case review sampling process described in Section 2.5.1), if the Neutral makes a showing of substantial need. Substantial need includes, but is not limited to, examining issues indicative of system-wide concerns or confirming the accuracy of the aggregate data. Substantial need does not include information needed to intervene in individual cases.
 - 3.10.2 ODHS has the opportunity to object to the Neutral's requests for individualized case information, subject to the dispute resolution in Section 9 below.
- 3.11 The Neutral shall not communicate with any member of the media, post on social media, or publish any writings in media publications related to this Settlement Agreement while serving as the Neutral, without prior written consent of the Parties.
- 3.12 After the Neutral completes the Initial Review, the Neutral's communications related to this Settlement Agreement shall be limited to designated representatives for the Parties, the Parties' counsel, and the Court, unless the Parties give prior written consent for other communications (*e.g.*, communications with subject matter experts such as Casey Family Programs, government agencies such as Centers for Medicare & Medicaid Services, or legislative testimony), or as otherwise required by law.
- 3.13 The Neutral, along with any staff and third parties hired and/or consulted by the Neutral for the purpose of assisting the Neutral with their responsibilities under this Settlement Agreement, shall be reimbursed up to a maximum of \$250,000 per year by Defendants, subject to yearly accounting for inflation and related factors (*e.g.*, justified additional work for out of ordinary expenses in a given year due to Arbitrator or Court hearings).

4. Selection of the Child Welfare Neutral.

- 4.1 The Neutral should have prior experience with child welfare systems and the federal government oversight process, for example experience with the CFSR process, and knowledge of current national child welfare best practices and trends. Unless the Parties otherwise agree, the Neutral must not have served as an expert or consultant for any of the Parties or their counsel in connection with the Litigation.
- 4.2 The Neutral shall be selected as follows:
 - 4.2.1 The Parties shall cooperate in good faith to jointly select the Neutral by May 31, 2024.

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- 4.2.2 If the Parties are unable to agree on the selection of the Neutral by May 31, 2024, each Party shall submit to the Court a nominee by June 7, 2024, and the Court shall select the Neutral from those nominations with the level of input from the Parties as determined by the Court.
- 4.2.3 With respect to any Neutral proposed or nominated by any Party, the nominating Party must identify and describe the nominee's qualifications and experience, including listing and describing each instance in which the nominee has served as an expert, consultant, or monitor in any action involving the Parties or their counsel and listing references from those engagements.
- 4.2.4 A similar process will apply to the replacement of any Neutral.

5. Ongoing Collaboration.

Plaintiffs' counsel, the Neutral, representatives from ODHS, and Defendants' counsel will meet at least once every six (6) months to review the progress under the Settlement Agreement and discuss any changes that may be needed to the Ultimate Outcomes, Measurements, or Timelines.

6. Substantial Compliance Review and Reporting.

- 6.1 Once per year, starting in 2026, and through the term of this Settlement Agreement, the Neutral shall conduct an annual review assessing whether ODHS's Efforts are in Substantial Compliance within the Timelines established ("the **Annual Review**"). The Annual Review shall occur by September 1 each year, which may be modified in an individual year by up to thirty (30) days at the request of the Neutral.
 - 6.1.1 The Neutral's Annual Review shall include:
 - (a) Whether ODHS is undertaking the Efforts it has established (or the Neutral has recommended) to substantially achieve the Measurements and Ultimate Outcomes within the Timelines established;
 - (b) Whether the Efforts taken by ODHS (or recommended by the Neutral) are effective in substantially achieving the Measurements and Ultimate Outcomes within the Timelines established;
 - (c) Whether there are circumstances outside of the control of ODHS that have affected ODHS's ability to substantially achieve the Measurements and Ultimate Outcomes within the Timelines established, and whether such circumstances warrant a change in

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the Measurements, Ultimate Outcomes, and/or Timelines established;

- (d) What changes, if any, should be made to the Efforts previously established;
 - (e) Whether any Category no longer needs to be a part of the Neutral's Annual Review because a particular Ultimate Outcome has been met (or alternatively, if any released Category needs to be re-included in the Neutral's Annual Review because a particular Category has become an area of concern); and
 - (f) Any other recommendations the Neutral may have for Defendants relating to ODHS's Efforts to achieve the Measurements and Ultimate Outcomes within the Timelines established.
- 6.2 The Neutral shall afford Defendants thirty (30) calendar days to accept or otherwise comment on a draft of the Annual Review. If, upon that review, Defendants propose changes to the draft Annual Review, Defendants shall work with the Neutral to accomplish such changes (for example, establish alternative Efforts, Measurements, or Timelines agreeable to both Defendants and the Neutral).
- 6.3 If Defendants accept the draft Annual Review, or if the draft Annual Review is modified through agreement between Defendants and the Neutral, the final Annual Review shall be filed with the Court.
- 6.4 If, after sixty (60) days of Defendants' receipt of the draft Annual Review, Defendants and the Neutral are unable to agree on Defendants' requested modifications, Defendants may submit the issue(s) to the Arbitrator per the dispute resolution process in Section 9 below. If Defendants do not submit such issue(s) to the Arbitrator under Section 9 within seventy (70) days of Defendants' receipt of the draft Annual Review, the Neutral shall proceed with filing the final Annual Review with the Court.
- 6.5 Plaintiffs shall receive a copy of the draft Annual Review at the same time Defendants receive it and receive a copy of any revisions agreed to between the Neutral and Defendants.

7. Role of the Governor.

The Governor is a Party to the Settlement Agreement and shall provide support to ODHS toward its Efforts to achieve the Ultimate Outcomes. This includes, but is not limited to, assisting ODHS's collaboration with other State Agencies to work toward the Ultimate Outcomes, Measurements, Timelines, and related recommendations from the Neutral. The

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Governor and/or their staff will review the Neutral's Initial Review and Annual Reviews, including the Neutral's recommendations for Defendants. The Governor is not committing in this Settlement Agreement to seeking any specific future funding from the Legislature or any specific budgetary, funding, or resource allocation. The Governor is not subject to Section 9 regarding recommended budget decisions or legislative appropriations.

8. Exit and Termination.

- 8.1 The Settlement Agreement shall terminate when the Neutral determines ODHS is in Substantial Compliance with the Ultimate Outcomes or within ten (10) years of the Effective Date, whichever is sooner ("**Termination Date**"). The Parties may, upon mutual agreement, extend the Termination Date.
- 8.2 If, after ten (10) years, the Neutral determines that additional time is needed for ODHS to be in Substantial Compliance with the Ultimate Outcomes, the Neutral may recommend extension of the Termination Date by no more than two (2) years. The Neutral's recommendation is subject to dispute resolution in Section 9 below.
- 8.3 Defendants may challenge the Neutral's determination that ODHS is not in Substantial Compliance with the Ultimate Outcomes and request the termination of the Settlement Agreement by initiating dispute resolution in Section 9 below at any time.

9. Dispute Resolution.

The Parties agree that an arbitrator ("**Arbitrator**") shall determine any and all disputes arising under this Settlement Agreement except resolution of the definition of Child(ren) in Care described in Section 1 and the amount of Plaintiffs' attorney fees and costs in Section 12. The Arbitrator shall be the Honorable Judge Stacie F. Beckerman. If Judge Beckerman becomes unavailable or unwilling to continue serving as the Arbitrator, the Parties will choose a mutually agreeable alternative. If the Parties are unable to agree upon an alternative Arbitrator, the Parties will request that the Chief United States District Judge for the District of Oregon select an Arbitrator that is an active Magistrate Judge or District Judge within the United States District Court for the District of Oregon.

- 9.1 Raising a Dispute. The Parties or the Neutral may raise a dispute under this Settlement Agreement, except that Plaintiffs may only raise a dispute if the Neutral has determined that ODHS is not in Substantial Compliance with the Settlement Agreement in Sections 6 or 8 or concerning Plaintiffs' post-judgment invoices in Section 13 and the Neutral may only raise a dispute related to Section 3. To raise a dispute, the Party or the Neutral (the "**Claimant**") must provide written notice of the dispute to the Arbitrator. The written notice must be supported by factual allegations, legal argument, and a specific request for remedies. The Claimant must provide copies of the written notice to the other

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Party or Parties and/or the Neutral (the “**Respondents**”). The Respondents must provide a response in writing to the Claimant and the Arbitrator within twenty-eight (28) days. Plaintiffs may respond to any disputes raised by the Neutral or Defendants.

9.2 Process. Once a dispute is raised, the Arbitrator shall resolve the dispute and determine the appropriate remedy, if any. The Arbitrator may request that the Parties submit briefing and documentary evidence, and the Arbitrator may request that counsel for the Parties make oral presentations. The Arbitrator shall have the discretion whether to permit discovery and scope.

9.2.1 If the dispute concerns whether ODHS is in Substantial Compliance, the Arbitrator shall make a determination of Substantial Compliance or non-compliance or may make a determination of contempt. If the Arbitrator determines that ODHS is not in Substantial Compliance, the Arbitrator shall determine an appropriate remedy.

9.2.2 In determining any remedy under this Section, the Arbitrator may employ or recommend any enforcement mechanisms that are within the legal and equitable powers of the Court to enforce the Settlement Agreement, including requiring specific performance of the Settlement Agreement; finding ODHS is in non-compliance with this Settlement Agreement; finding ODHS is in contempt of this Settlement Agreement; requiring ODHS to submit a plan for remedying any deficiencies; and awarding reasonable attorney fees and costs for enforcement of the Settlement Agreement in addition to the fees allowed under Section 13.

10. Court Enforcement and Appeal.

A Party may seek the Court’s review of only the Arbitrator’s decisions regarding Substantial Compliance or non-compliance with the Settlement Agreement. A Party may also apply to the Court for an order to enforce a determination or remedy issued by the Arbitrator. The Court retains all legal and equitable powers of the Court to enforce the Settlement Agreement. Any such order of the Court is not appealable.

11. Joint Press Release.

The Parties agree to announce this Settlement in a joint media release to be issued simultaneously with the submission of this Settlement Agreement to the Court by May 17, 2024.

12. Plaintiffs’ Attorney Fees.

Even though no liability was determined by the Court, the Parties agree that Plaintiffs’ counsel are entitled to an award of reasonable attorney fees and costs pursuant to 42 U.S.C. § 1988 and any applicable laws. The Parties agree to a non-binding mediation process before the

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Arbitrator to try to reach a negotiated resolution of the amount of the reasonable attorney fees and costs that will be paid to Plaintiffs' counsel. The Parties agree to complete such mediation by June 14, 2024. If mediation is successful, payment shall be made upon the Effective Date of this Settlement or November 30, 2024, whichever is later, unless an alternative payment plan is otherwise agreed to between the Parties.

In the event the Parties do not reach agreement on the amount of Plaintiffs' reasonable attorney fees and costs award, Plaintiffs shall submit a fee petition to the Court by July 3, 2024. Plaintiffs will not seek any fee enhancement or multiplier. Defendants shall be entitled to present any and all objections, and Defendants' response and objections to Plaintiffs' fee petition will be due by July 24, 2024. Plaintiffs' reply will be due by July 31, 2024. The Parties agree that the Court's decision on attorney fees shall not be appealable. The Parties further agree that payment shall be made upon the Effective Date of this Settlement or November 30, 2024, whichever is later, unless an alternative payment plan is otherwise agreed to between the Parties.

13. Plaintiffs' Post Judgment Attorney Fees.

Upon the Effective Date of this Settlement, the law firms of Davis Wright Tremaine, LLP and Rizzo Bosworth Erout PC shall withdraw as counsel of record for Plaintiffs. The law firms of A Better Childhood and Disability Rights Oregon shall remain as counsel for Plaintiffs through the term of the Settlement Agreement. Upon receipt of invoices due no later than October 15 each year, beginning in 2025 and running through the term of the Settlement Agreement, A Better Childhood and Disability Rights Oregon shall be compensated for their continued monitoring of the Settlement Agreement. Such attorney fees and costs shall not exceed \$150,000 collectively and annually (calculated October 1 through September 30 of the following year), subject to yearly accounting for inflation. Any dispute concerning Plaintiffs' invoices under this Section shall be submitted to dispute resolution under Section 9.

14. Court Approval, Notice to the Class, and Fairness Hearing.

The Parties represent and acknowledge that this Settlement Agreement is the result of extensive, thorough, and good faith negotiations. The Parties further represent and acknowledge that the terms of this Settlement Agreement have been voluntarily accepted, after consultation with counsel, for the purpose of making a full and final compromise and settlement of any and all claims or allegations set forth in the Litigation.

- 14.1 The Parties will file a joint motion seeking preliminary approval of this Settlement by May 24, 2024. The motion will provide a proposed form of notice to the Class, Subclasses, and interested parties, to be issued by June 7, 2024. The motion will also propose that the Parties will file a motion for a final judgment and order granting final approval of the Settlement Agreement by August 22, 2024, in advance of the Parties' requested date of September 12, 2024, for the Court to hold the fairness hearing. The Parties shall cooperate and use their best efforts to cause this Settlement Agreement to receive final approval from the Court.

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- 14.2 The Parties' proposed final judgment and order granting final approval of this Settlement will:
 - 14.2.1 Grant final approval of the Settlement without modification of its terms as fair, reasonable, and adequate to the Class and Subclasses under Fed. R. Civ. P. 23(e);
 - 14.2.2 Find that the Settlement Agreement resulted from extensive arm's length, good faith negotiations between the Parties through experienced counsel;
 - 14.2.3 Dismiss the action under Fed. R. Civ. P. 41(a)(2) after compliance with Fed. R. Civ. P. 23(e);
 - 14.2.4 Comply with the content and scope requirements of Fed. R. Civ. P. 65(d)(1), expressly incorporate the actual terms of this Settlement Agreement, and make the Parties' compliance with the terms of this Settlement Agreement part of the dismissal order;
 - 14.2.5 Incorporate the entirety of the express terms of the Settlement Agreement and provide that the Court has and will retain jurisdiction over the judgment and order to enforce the Settlement Agreement; and
 - 14.2.6 This Settlement Agreement will be effective on the date of final approval by the Court. If the Court does not grant final approval of the Settlement Agreement, the Settlement Agreement will be null and void.

15. Plaintiffs' Covenant not to Sue and Releases.

Upon the Effective Date, Plaintiffs (including for themselves, their Next Friends, assigns, successors in interest, and also including each and every member of the Class and each of the Subclasses) covenant and agree that they shall not seek to establish liability against any Defendant (including their representatives, successors, predecessors, attorneys, assigns, officers, directors, employees, and agents, whether former or current) for any claims seeking declaratory or injunctive relief arising from or relating in any way to the Litigation, including allegations or legal theories that were raised or could have been raised based on the same facts, acts, and omissions alleged in the Complaint.

Upon the Effective Date, Plaintiffs (including for themselves, their Next Friends, assigns, successors in interest, and also including each and every member of the Class and each of the Subclasses) hereby fully release and discharge Defendants (including their representatives, successors, predecessors, attorneys, assigns, officers, directors, employees, and agents, whether former or current) from i) any and all class-wide claims or liabilities, known or unknown, suspected or unsuspected, which exist or may have existed, arising from or relating in any way to the Litigation, including allegations or legal theories that were raised or could have been raised based on the same facts, acts, and omissions alleged in the Complaint, arising at any time before

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and any time until the Termination Date; and ii) subject to Defendants' representation of no knowledge of fraud in Section 20, any and all claims or liabilities, known or unknown, suspected or unsuspected, which exist or may have existed, arising from or relating in any way to the formation of this Settlement Agreement. This release does not preclude Plaintiffs from asserting claims for monetary damages arising out of their individual circumstances and seeking individualized relief against Defendants. This release shall not affect any right of Plaintiffs under the terms of the Settlement Agreement.

16. No Admission of Fault.

In entering into this Settlement Agreement, Defendants do not admit any wrongdoing or liability to Plaintiffs, or any entitlement by Plaintiffs to any relief under any claim upon which relief is sought in their Complaint in this or any other matter. Inclusion of obligations under requirements in this Settlement Agreement shall not be construed as a finding or determination by the Court that, absent this Settlement Agreement, Defendants would otherwise have such obligations or requirements.

17. Protective Order.

The Second Amended Protective Order (Dkt. 410) in this Litigation shall apply to the exchange of any documents, records, and materials between the Parties or made available to the Neutral or Plaintiffs under this Settlement Agreement. The Neutral will certify that they have read the Second Amended Protective Order and agree that the Neutral and any staff or agents of the Neutral are subject to that Order. The Parties may designate documents provided under the Settlement Agreement as Confidential or Attorneys' Eyes Only pursuant to the Second Amended Protective Order.

18. Force Majeure.

ODHS shall not be considered in breach of this Settlement Agreement to the extent that performance of any of the obligations incurred herein is prevented by an event of Force Majeure, including but not limited to: acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves, and floods); pandemic, war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, or civil war; contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; riot, commotion, strikes, lock outs or disorder; or acts or threats of terrorism. Nothing in this section prevents Defendants from raising any other available defenses to non-compliance with this Settlement Agreement.

19. Authorized Signatures.

The signatures below of the Parties signify that these Parties have given their approval to this Settlement Agreement. Each Party to this Settlement Agreement represents and warrants that the person who has signed this Settlement Agreement on behalf of his or her entity or clients

Wyatt B., et al. v. Tina Kotek, et al.

U.S. District Court, District of Oregon (Eugene Division), Case No. 6:19-cv-00556-AA

May 17, 2024

is duly authorized to enter into this Settlement Agreement and to bind that Party to the terms and conditions of this Settlement Agreement.

20. Review and Understanding of Agreement.

This Settlement Agreement is the full and final expression of the agreement of the Parties and supersedes and replaces all prior agreements, term sheets, or statements of understanding of the Parties. The Parties represent that each of them has executed this Settlement Agreement after independent investigation and without knowledge of fraud or undue influence. The Parties acknowledge that they have read the terms of this Settlement Agreement, that each of them has had the opportunity to consult with legal counsel before executing the Settlement Agreement, and that Plaintiffs' counsel has adequately represented Plaintiffs and members of the Class and Subclasses.

The terms, conditions, and provisions of this Settlement Agreement were arrived at through the mutual, arms-length negotiations and drafting of the Parties, with the assistance of their attorneys. Therefore, any and all rules of construction to the effect that ambiguity is construed against the drafting Party will be inapplicable in any dispute concerning the terms, meaning, or interpretation of the Settlement Agreement.

21. Integrated Agreement.

This Settlement Agreement and any documents incorporated by reference constitute the entire integrated Settlement Agreement of the Parties.

22. Counterparts.

This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same Settlement Agreement, notwithstanding that each Party is not a signatory to the original or the same counterpart. All references to signature or execution of the Settlement Agreement shall be calculated from the date on which the last Party executed the Settlement Agreement. Any counterpart executed electronically (including, without limitation, via PDF, facsimile, or DocuSign®) shall be considered an original. Counterparts with signatures indicating the true identity of the named Plaintiffs will be filed under seal and remain confidential.

23. Notices.

“Notice” under this Settlement Agreement, including but not limited to Section 9, shall be in writing, and from a nationally recognized overnight parcel carrier, provided to the following or their successors:

Wyatt B., et al. v. Tina Kotek, et al.

U.S. District Court, District of Oregon (Eugene Division), Case No. 6:19-cv-00556-AA

May 17, 2024

Attorney General
Oregon Department of Justice
1162 Court Street NE
Salem, OR 97301-4096

General Counsel
Oregon Department of Justice
1162 Court Street NE
Salem, OR 97301-4096

Director of the Oregon Department of Human Services
Oregon Department of Human Services
500 Summer Street NE
Salem, OR 97301

Director of Child Welfare, within the Oregon Department of Human Services
Oregon Department of Human Services
500 Summer Street NE
Salem, OR 97301

A Better Childhood
355 Lexington Avenue, Floor 16
New York, NY 10017

Disability Rights Oregon
511 SW Tenth Avenue, Suite 200
Portland, OR 97205

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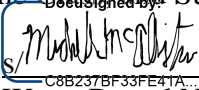
Wyatt B., et al. v. Tina Kotek, et al.

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May 17, 2024

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Plaintiffs and Next Friends (for Plaintiffs who are under the age of 18), on behalf of themselves, the Class, and Subclasses



Wyatt B. and Noah F. by their Next Friend
Michelle McAllister

s/ _____
Simon S., who is now over the age of 18

s/ _____
Unique L., by her Next Friend Annette Smith

s/ _____
Bernard C., who is now over the age of 18

s/ _____
Ruth T., who is now over the age of 18

s/ _____
Norman N., who is now over the age of 18

s/ _____
Naomi B., who is now over the age of 18

s/ _____
Kylie R., and Alec R. by their Next Friend
Kathleen Megill Streck

Pursuant to the Second Amended Protective Order (Dkt. 410), Plaintiffs will file a copy of the Named Plaintiffs' signatures with their names under seal.

Wyatt B., et al. v. Tina Kotek, et al.

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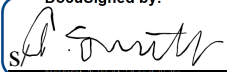
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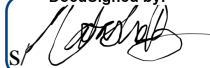
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DocuSigned by:

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Kathleen Megill Streck

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s/ _____
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DocuSigned by:
s/ *Kathleen Strek*
3364D7CAFFFA4ED...
Kylie R., and Alec R. by their Next Friend
Kathleen Megill Strek

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8BF9FA791FF7406...
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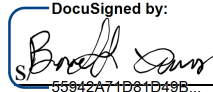
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DocuSigned by:

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55942A71D61D49B...
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U.S. District Court, District of Oregon (Eugene Division), Case No. 6:19-cv-00556-AA

May 17, 2024

APPROVED AS TO FORM

Attorneys for Plaintiffs

DocuSigned by:

Marcia Lowry

C3ACA3ECBB4428...

Marcia Robinson Lowry, *Pro Hac Vice*
Anastasia Benedetto *Pro Hac Vice*
Lindsay Gus *Pro Hac Vice*
A BETTER CHILDHOOD
355 Lexington Avenue, Floor 16
New York, NY 10017

DocuSigned by:

Emily Cooper

8FC44G405EE246C...

Emily Cooper, OSB #182254
Thomas Stenson, OSB #152894
DISABILITY RIGHTS OREGON
511 SW Tenth Avenue, Suite 200
Portland, OR 97205

DocuSigned by:

William D. Miner

4858238EB2444D9...

P. Andrew McStay, Jr., OSB #033997
William D. Miner, OSB #043636
DAVIS WRIGHT TREMAINE LLP
560 SW 10th Avenue, Suite 700
Portland, OR 97205

DocuSigned by:

Steve Rizzo

DB38B2819E03439...

Steven V. Rizzo, OSB #840853
Mary D. Skjelset, OSB #075840
RIZZO BOSWORTH ERAUT PC
1300 SW Sixth Avenue, Suite 330
Portland, OR 97201

Wyatt B., et al. v. Tina Kotek, et al.

U.S. District Court, District of Oregon (Eugene Division), Case No. 6:19-cv-00556-AA

May 17, 2024

Attorneys for Defendants on behalf of Defendants

s/ Lisa M. Udland

Lisa M. Udland, OSB #964444
Lisa.Udland@doj.state.or.us
Deputy Attorney General
OREGON DEPARTMENT OF JUSTICE
1162 Court Street NE
Salem, OR 97301

s/ Lauren Blaesing

David B. Markowitz, OSB #742046
DavidMarkowitz@MarkowitzHerbold.com
Laura Salerno Owens, OSB #076230
LauraSalerno@MarkowitzHerbold.com
Harry B. Wilson, OSB #077214
HarryWilson@MarkowitzHerbold.com
Lauren F. Blaesing, OSB #113305
LaurenBlaesing@MarkowitzHerbold.com
Vivek A. Kothari, OSB #182089
VivekKothari@MarkowitzHerbold.com
Special Assistant Attorneys General

Adele J. Ridenour, OSB #061556
AdeleRidenour@MarkowitzHerbold.com
Anit K. Jindal, OSB #171086
AnitJindal@MarkowitzHerbold.com
David A. Fauria, OSB #170973
DavidFauria@MarkowitzHerbold.com
Kelsie G. Crippen, OSB #193454
KelsieCrippen@MarkowitzHerbold.com
Attorneys for Defendants

MARKOWITZ HERBOLD PC
1455 SW Broadway, Suite 1900
Portland, OR 97201

s/ Carla A. Scott

Carla A. Scott, OSB #054725
carla.a.scott@doj.state.or.us
Sheila H. Potter, OSB #993485
sheila.potter@doj.state.or.us
OREGON DEPARTMENT OF JUSTICE
1162 Court St NE
Salem OR 97301

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Child Welfare Federal Performance Measures Dashboard

Welcome to the Oregon Department of Human Services (ODHS) Child Welfare Public Dashboard.

The reports shown on this dashboard are based on the Child and Family Services Review (CFSR) Round 3 Federal Measures. This dashboard is prepared from files produced by University of Kansas Center for Research Results Oriented Management Application using Oregon Child Welfare data.

- Dashboard
- General information
- Federal measure definitions

Questions? If you have any question, comments or feedback, please email cw.websiterequests@odhs.oregon.gov (mailto:cw.websiterequests@odhs.oregon.gov).

Dashboard

Please allow a few moments for the dashboard to load below. To view in full screen mode, click the expand icon in the bottom right corner.

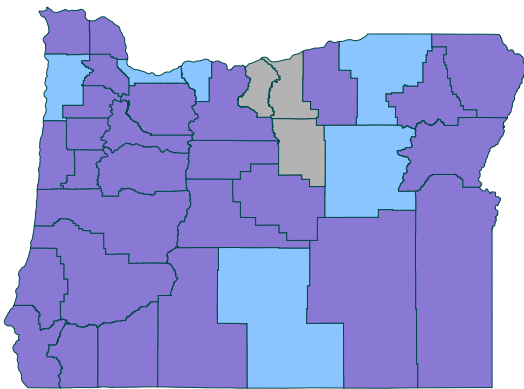
Federal Performance Measures Overview

Data Refresh Date: 3/11/2024

Maltreatment in Foster Care (2023 Round 4)

Of all children in foster care during a 12 month target period, what is the rate of victimization per 100,000 days of foster care?
Calculation: Rate = Reports/Days*100,000. (Reports: Total number of substantiated reports of maltreatment during any foster care episode within the 12 month period)/ (Days: The total number of days in care for children in foster care during the 12 month period)*100,000.

By County Federal Standard: Under 9.1



Unknown and non location counties are included in statewide calculations

Federal Standard Under: 9.1

Oregon 16.4

Counties Meeting National Standards

OUTCOME	County Counts
Met	6
Not Met	27
No Score	3
Total	36

Counties marked with no score had no base population/activities to achieve an outcome

Measures

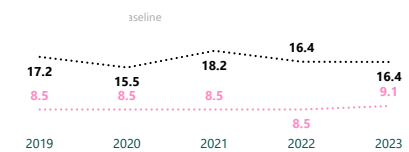
Maltreatment in Foster Care

CalendarYear

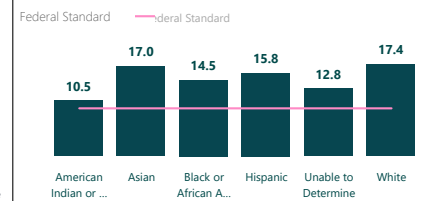
2023

Current Year Data is a rolling 12 month period through the most recent quarter

By Year: Federal Standard Under 9.1



By Race/Ethnicity: Federal Standard: Under 9.1



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Child Welfare Federal Performance Measures Dashboard

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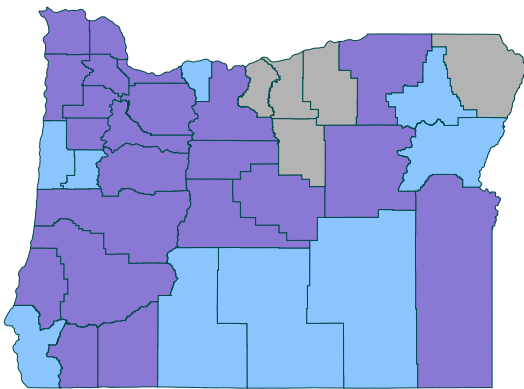
Federal Performance Measures Overview

Data Refresh Date: 3/11/2024

Re-entry to Foster Care (2023 Round 4)

(CFSR Round 3 before 2023) -Of all children who enter foster care in a 12-month target period and discharged within 12 months to reunification, living with a relative(s), or guardianship, what percent re-entered foster care within 12 months of discharge? (CFSR Round 4 2023-) Of all children who exit foster care in a 12-month period to reunification, live with relative, or guardianship, what percent reentered care within 12 months of their discharge?

By County Federal Standard: Under 5.6%



Unknown and non location counties are included in statewide calculations

Federal Standard Under: 5.6%

Oregon 10.7%

Counties Meeting National Standards

OUTCOME	County Counts
Met	9
Not Met	22
No Score	5
Total	36

Counties marked with no score had no base population/activities to achieve an outcome

Measures

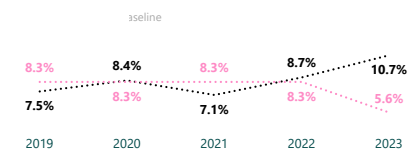
Re-entry to Foster Care

CalendarYear

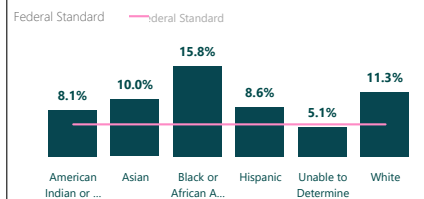
2023

Current Year Data is a rolling 12 month period through the most recent quarter

By Year: Federal Standard Under 5.6%



By Race/Ethnicity: Federal Standard: Under 5.6%



Microsoft Power BI

1 of 3



CHILD WELFARE DIVISION

PROGRESS REPORT TO THE GOVERNOR

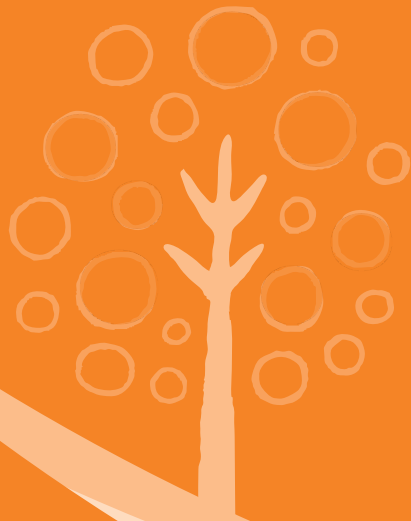
March 2024

(February 2024 data)



Guiding Principle 1:

Supporting Families and
Promoting Prevention



Continued efforts to ensure that the
Child Welfare Division is trauma-
responsive, family and community-
centered, and focused on safety
and prevention

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Supporting Families and
Promoting Prevention*

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Enhancing our Staff and
Infrastructure*

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*Guiding Principle Three:
Utilizing Data with
Continuous Quality
Improvement Systems*

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About

Executive Summary

This report provides data through February 2024.

Some highlights from February include:

Guiding Principle One

- In February, the average wait time of all ORCAH caller types remained under 2 minutes.
- The percentage of statewide timeliness of completed case plans continued to increase to 74.6%.
- Utilization of respite care services continues to support resource families and parents whose children have returned to their care.
- In 2023, in connection to the Wyatt v Kotek lawsuit, the management consulting firm Public Knowledge completed an assessment of ODHS Child Welfare. The report released in January 2024 found substantial progress in child welfare programs since their prior assessment was completed in 2016. The report can be found linked to this press release, [KPTV press release](#).

Guiding Principle Two

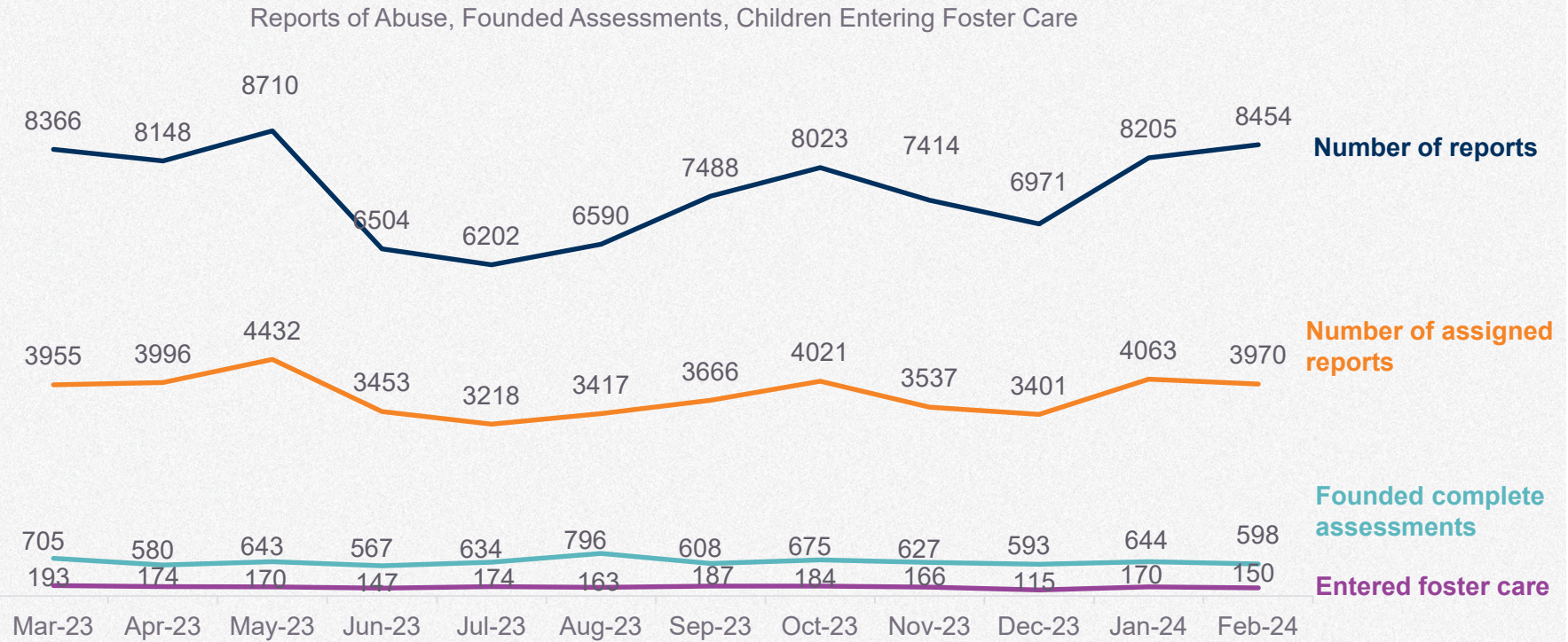
- A Request for Information (RFI) has been drafted to inform what a contract should look like to support a review of all Child Welfare rules, policies and procedures, with an equity lens
- The number of new SSS1s continues to outpace separations.
- Caseworker caseload averages continue to meet Oregon's caseload ratio standards for all three categories of caseworkers.

Guiding Principle Three

- The first CQI Learning Collaborative took place on February 16. This statewide meeting facilitated conversation about the popular lead measure of face-to-face contact with parents.

Thank you for reading the March Progress Report.

Founded assessments and number of children entering care



What is the measure

While thousands of contacts are received at ORCAH, a smaller “Number of reports” are documented as a report of abuse or a report describing conditions that pose a risk to a child, but do not constitute a report of abuse as defined by rule. The “Number of assigned reports” are reports of abuse assigned for CPS assessment. A small percentage of those assessments result in “Founded complete assessments,” and an even smaller percentage lead to children who “Entered foster care.”

Why it is important

Many times, concerns can be managed with resources and support provided by family, community and ODHS to allow children to remain in their homes and avoid removal.

Average wait times for all caller types was under 2 minutes

What the measure is

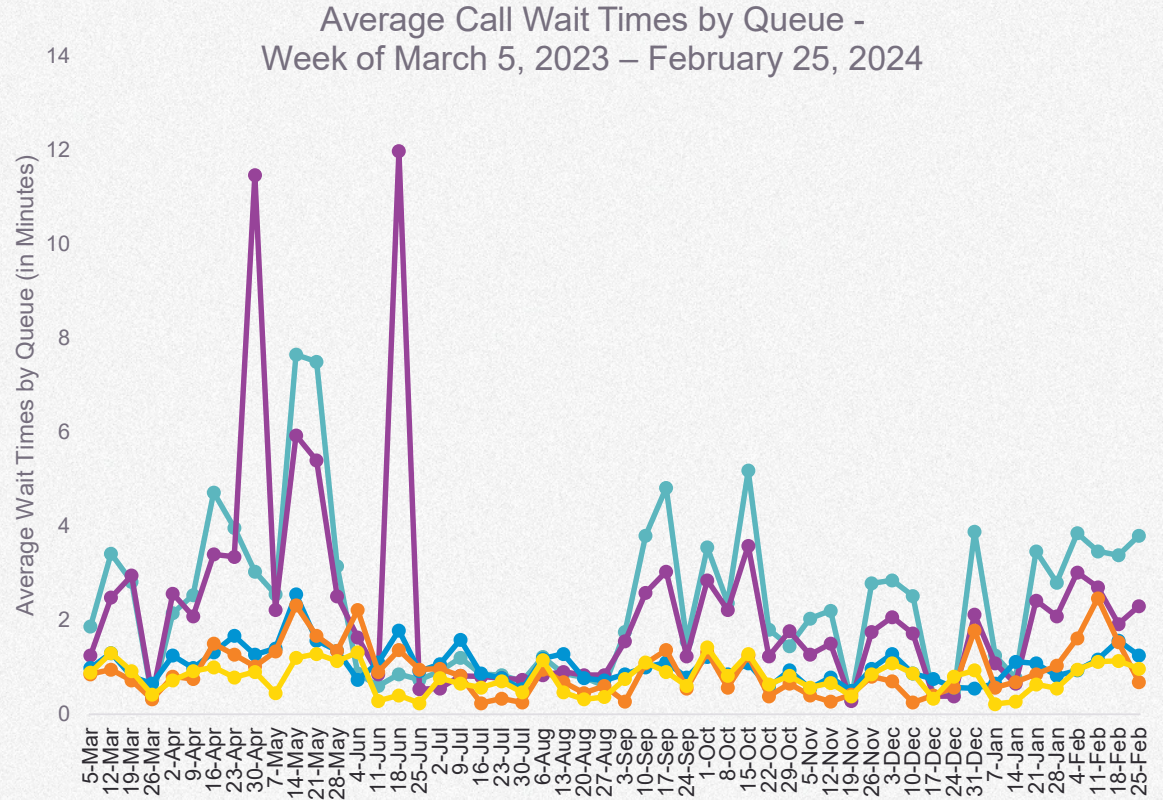
The chart reflects the average length of time calls wait in an Oregon Child Abuse Hotline (ORCAH) queue, presented by week and queue type.

Why it is important

Timely answering of calls facilitates effective triage and rapid identification of contacts that require a Child Protective Services (CPS) response to ensure child safety.

What we are doing*

ORCAH continues to leverage current operational strategies to maintain low wait times with a target of answering 95% of calls within 5 minutes.



- LEA – calls from a law enforcement official
- MP – calls from a medical provider
- MR – calls from a mandatory reporter
- GP – calls from the general public
- SP – calls from Spanish-speaking community members

*This information will only be updated if the data shows significant changes that require an adjustment in strategies.

26 percent of ORCAH contacts result in CPS assignment

What is the measure

Total contacts received at ORCAH and the number of those contacts that are assigned for Child Protective Services (CPS) assessment.

“Contacts” are all calls and law enforcement cross-reports received, including those that do not constitute a report of abuse.

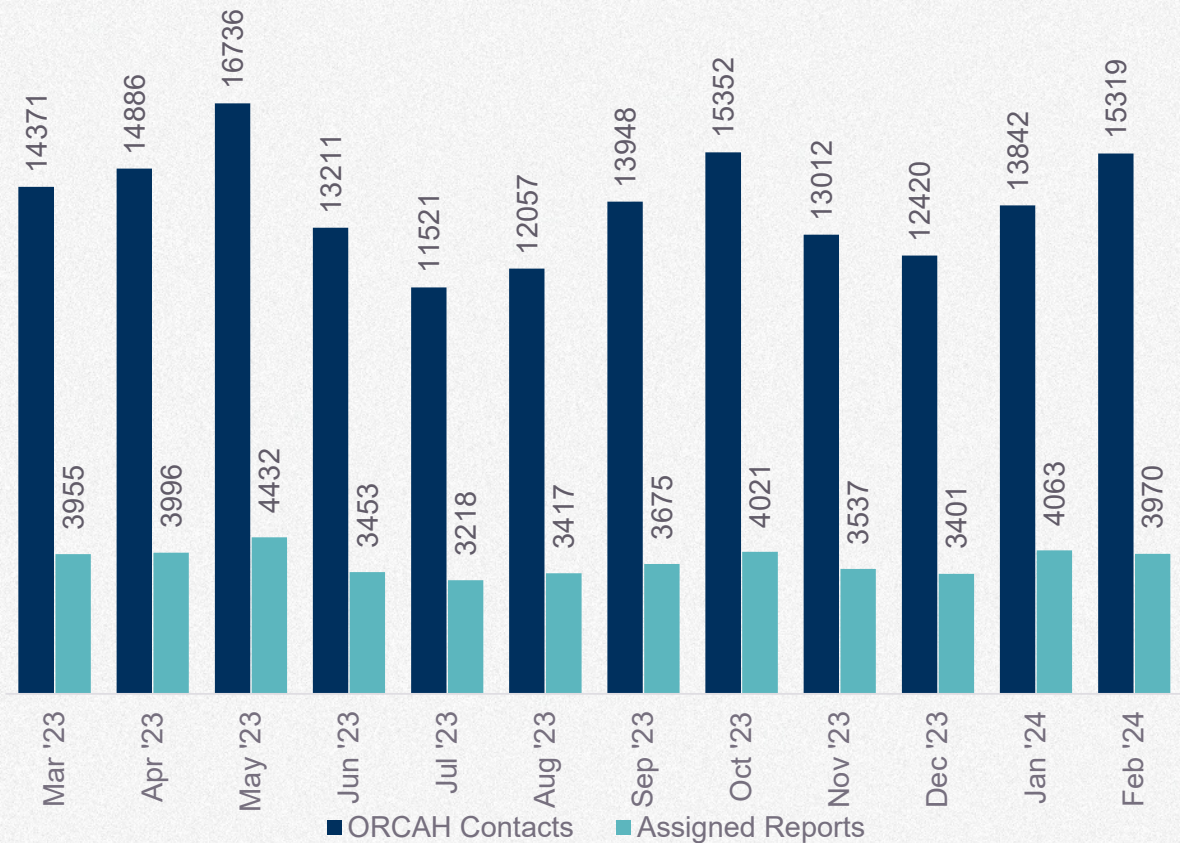
Why it is important

ORCAH receives a high number of contacts that are neither reports of child abuse nor require Child Welfare intervention. In February, 26 percent of contacts resulted in CPS assignment.

What we are doing*

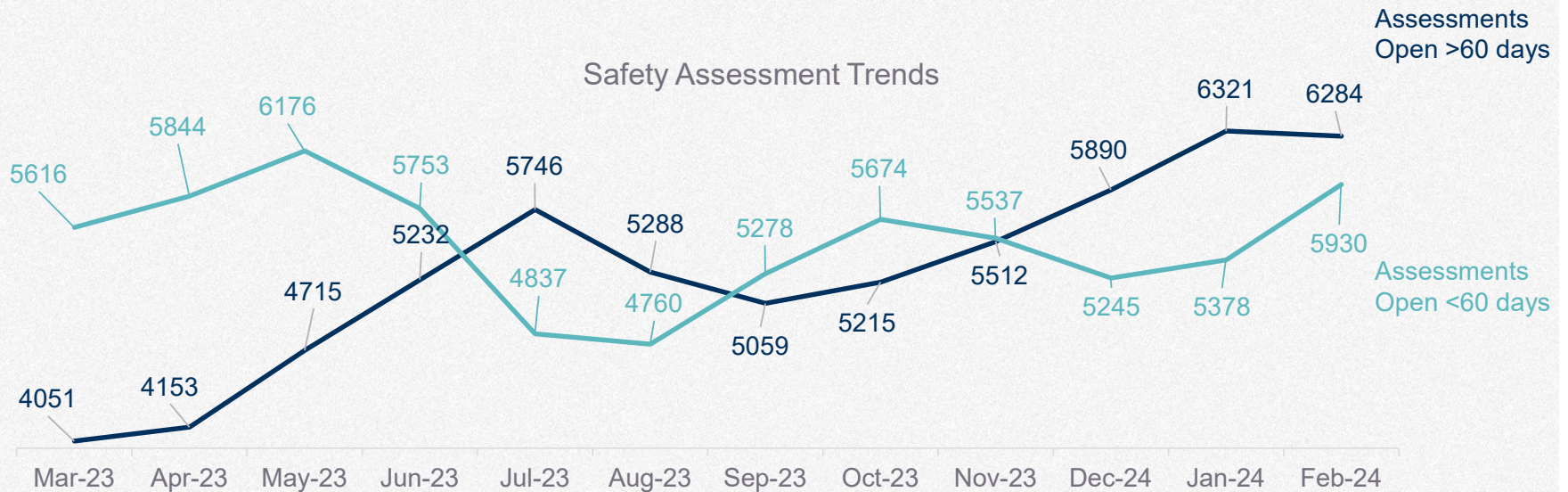
ORCAH continues to leverage current operational strategies to maintain low wait times with a target of answering 95% of calls within 5 minutes.

ORCAH Contacts* vs Assigned Reports



*This narrative will only be updated if there is a divergence in the data away from the target that highlights our strategies to address the impacts.

Safety assessment trends



What is the measure

In many cases after initial screening, Child Protective Services (CPS) determines that a formal child safety assessment is necessary. The graphic above shows the number of assessments open less than 60 days (teal) and the number of assessments open greater than 60 days (dark blue).

Why it is important

Timely assessments are critical in ensuring children’s safety, minimizing stress on families, and making the best use of Child Welfare workers’ time.

What we are doing

The Safety Program has been working in partnership with The Office of Reporting, Research, Analytics, and Implementation (ORRAI) for several months to develop a new report, “Successful Initial Contact”, which was released for use in February after several months of testing by the Safety Program.

This performance report provides a detailed list showing whether initial contact was made timely based on actual contact and attempted contact. Through use of filters, safety consultants and local managers can analyze initial contact data at the district, county, and branch level. This detail will support the design of strategies and training that meet the delivery needs of each district and/or branch office.

In February, 74 percent of children/ young adults were diverted from temporary lodging

What is the measure

The graphic displays the number of individual children and young adults who spent at least one night in Temporary Lodging (TL) last month. TL becomes necessary when an appropriate placement cannot be found. It typically refers to a child or young adult's overnight stay in a hotel with Child Welfare workers, while the team works to develop a solution for the placement need.

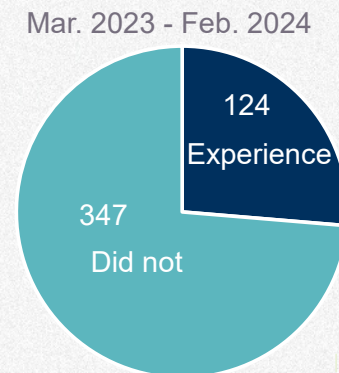
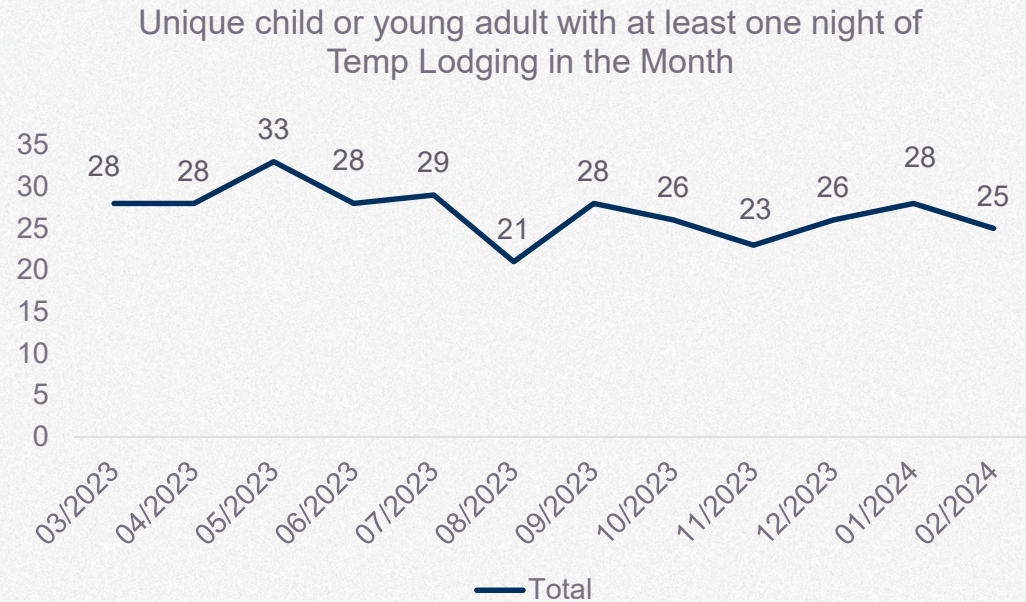
Why it is important

Child Welfare tracks the number of children in TL to track ongoing efforts to ensure it is only used as a last resort, as we are identifying appropriate placement options and supports.

What we are doing

In January 2024, ODHS and OHA directors sponsored a 60-day critical response "Sprint Team." This team will convene for 60 days to address the state's most urgent needs within the children's system with the goal of ensuring youth safety, health, and equitable service delivery.

All children and young adults identified as being at risk of TL are staffed by a team of design and delivery staff who work to develop child-specific plans to prevent TL. During January and February 2024, 74 percent of the 145 children and young adults who were at risk of TL did not experience an episode of TL. This is part of a longer-term trend over the last 12 months, in which 74 percent of children and young adults staffed did not experience TL.



Respite care services are expanded to support reunification

What is the measure

This chart shows the total number of respite services paid by month across all respite service types (informal, foster care, in-home). The number of fully certified respite care providers indicates providers who are certified within each month specifically to provide respite care services.

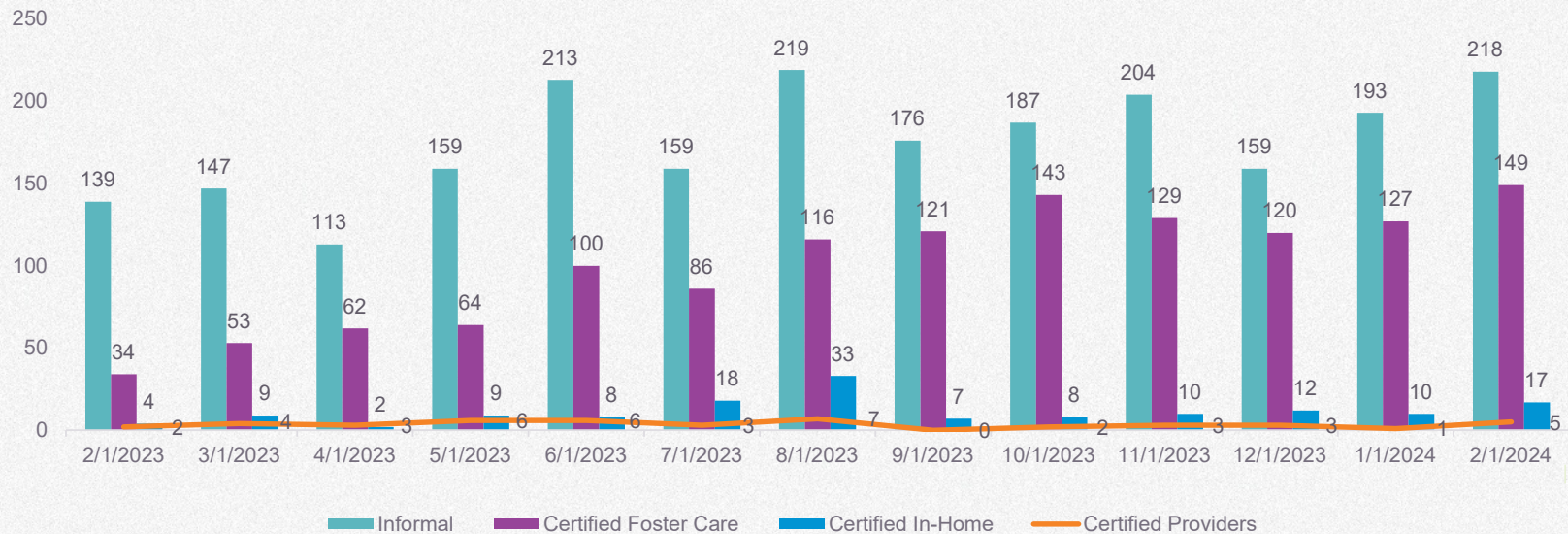
Why it is important

Respite care is the temporary relief of a primary caregiver’s responsibilities by another adult. It can be a planned or crisis-support arrangement, providing caregivers and parents with opportunities to take breaks, rest and renew, and avoid becoming overwhelmed by their many responsibilities.

What we are doing

Certified respite services are available to families during trial reunification, this expansion launched on February 1, 2024. This type of respite supports families of origin during trail reunification through to the period of case closure. Respite during trial reunification may be the very support that bridges this period of transition in ways that have naturally occurred between resource parents and parents but now ODHS has a formalized structure to further enhance the experience for all involved.

Paid Respite Services and Fully Certified Respite Care Providers by Month



The total number of children in foster care remains low

What is the measure

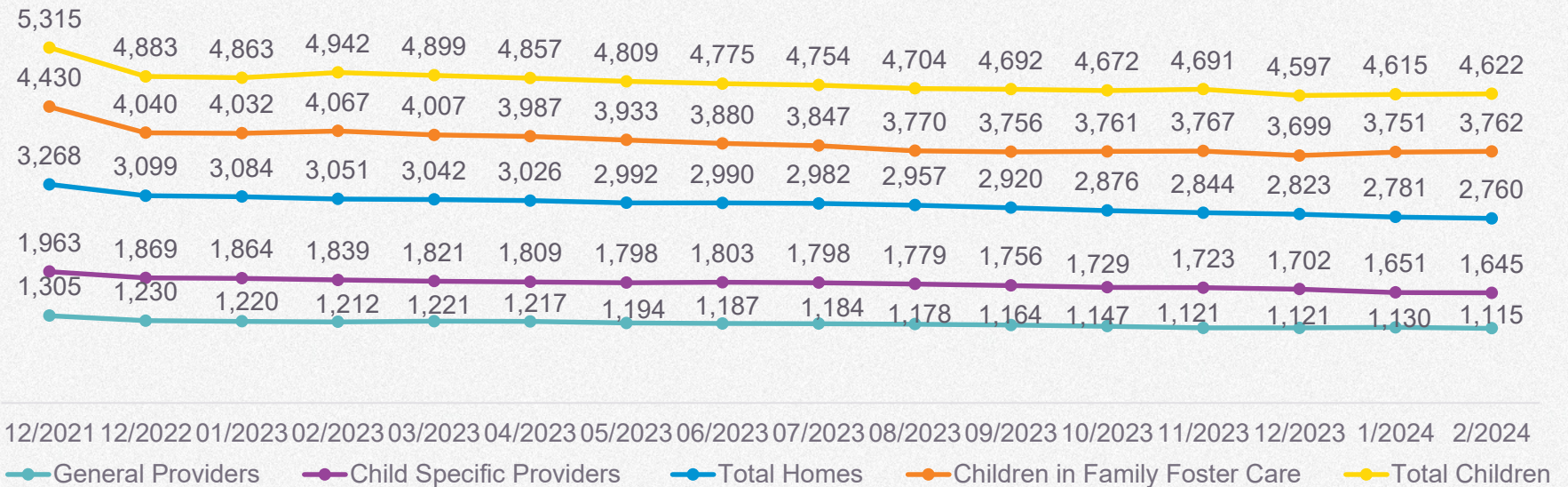
This graph shows the number and type of resource families in relation to the number of children in care.

The Total Children (yellow line) count does not match the Children in Family Foster Care (orange line) because some children are placed in other settings, such as those supporting individuals with developmental disabilities and those providing higher levels of care.

Why it is important

These numbers help inform efforts to increase recruitment and retention of available resource families. The next section of this report describes the consistent, local and statewide, recruitment and retention efforts. These efforts strive to develop a qualified pool of resource families who reflect and affirm the diversity of children and young adults in foster care.

Total Homes (blue line) = Child Specific Providers (purple line) + General Providers (teal line)



Child Welfare Data Book, 2018-2022. ROM.CM01 Foster Care Counts, 1/2023-5/2023. Child Welfare Retention and Recruitment Dashboard, 6/2023 – current.

Efforts to recruit and retain resource (foster) families continue

A tri-county (Washington, Clackamas, and Multnomah) ODHS team along with Foster Plus agencies came together to host a fun and informative evening at the Century Hotel for prospective resource families and certified respite providers. A total of 15 people attended and are being supported through the certification process. (Photo included below)

District 8 (Jackson/Josephine) took a new approach to training prospective certified respite providers. After identifying a large community group interested in becoming certified, the certification training lead provided the required training in an in-person format and utilized the Workday system to support attendee registration. This resulted in 35 people starting the process and added another layer of community support and engagement to the process.



Century Hotel recruitment event. ODHS staff facilitators.

The Champion team closed out the project to revise and enhance the Resource Family Exit Survey. This survey is provided to families after their certification is closed. It provides valuable insights and feedback to Child Welfare about the resource families experience, which helps to guide future retention and recruitment efforts. The survey had not been updated in many years and required alignment to current language standards. A new platform for data analysis is being developed to support more real time and dynamic feedback from the revised survey.

Foster Care Awareness and Appreciation month planning continued through April. While ODHS celebrates and appreciates families throughout the year, May provides an opportunity to spotlight the amazing dedication of resource families and all of those who support families and children experiencing foster care. Preparations have already started, which includes collaboration with community partners and businesses across the state. These partners provide generous donations and funding to support resource families in their community.

This month across the state, ODHS received 42 inquiries for general foster care, 44 for certified respite, 18 for adoption, and 4 for a combination of the types.

Timeliness of case plans

What is the measure

The percentage of total case plans completed within the federally required timeframe.

Why it is important

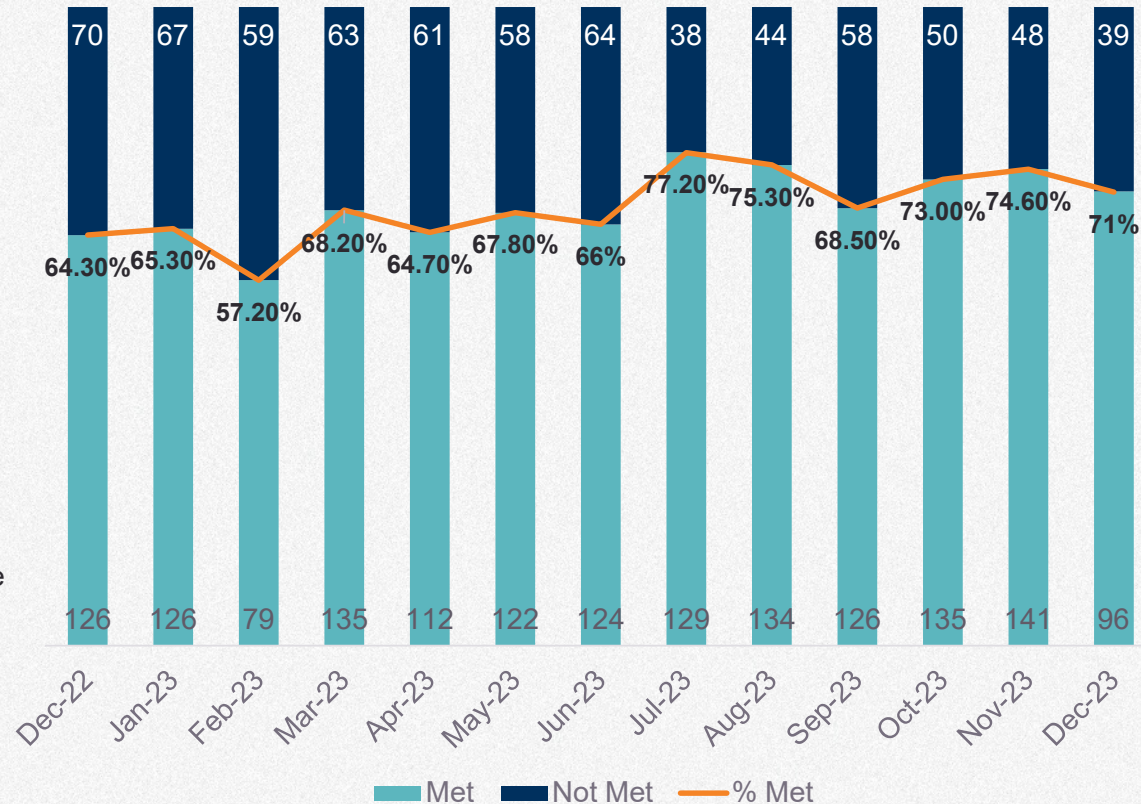
It is a federal requirement that initial case plans should be completed within 60 days of a child’s placement in foster care. Each case plan is the “road map” for families and Child Welfare, identifying the necessary steps toward family reunification and case closure.

What we are doing

To further improve the timeliness of case plans, the permanency consultants review each monthly report to identify and prioritize local offices that are performing below the state average. They collaborate with the program managers and staff of these local offices to identify barriers and solutions as well as assist in implementing strategies to improve performance.

Data dashboards are available to supervisors and caseworkers to facilitate local discussion regarding timeliness. Permanency consultants reinforce the use of data by providing monthly reports..

Percent of Timely Case Plans Met or Not Met



Note: Timeliness of case plans is measured in accordance with policy allowing up to 60 days to complete a family’s case plan. Data for children coming into care during January will be reflected in the April report. Data for children coming into care during February will be reflected in the May report.

Recurrence of maltreatment continues a downward trend

What is the measure

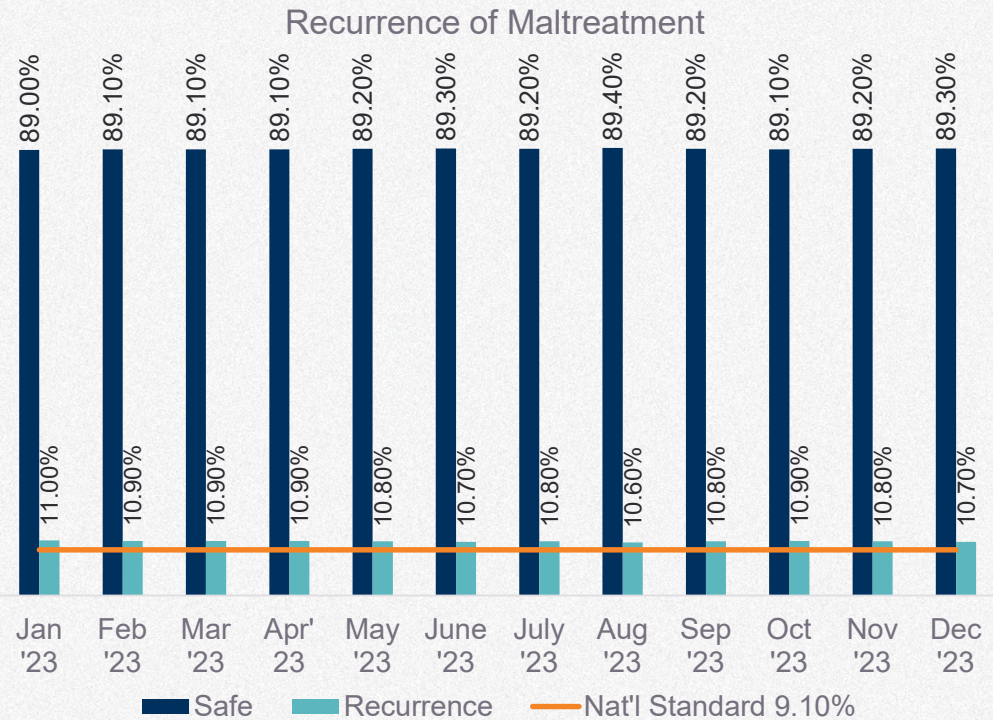
Recurrence of Maltreatment is defined as children who were victims of a substantiated or indicated report of maltreatment during a 12-month target period. The date the report was received determines if a child is counted in the 12-month target period and is used to determine whether maltreatment recurrence occurred within 12 months. This metric also includes reports of maltreatment occurring outside of their time in CW custody.

Why it is important

One of the primary purposes of Child Protective Services (CPS) interventions is to prevent future harm to children who have already experienced abuse or neglect.

What we are doing

Districts continue gathering and analyzing the sufficiency of information gathering during the CPS process as part of their CQI plan. The goal being to support the accurate identification of safety threats and the development of safety plans that ensure children and youth do not experience a recurrence of maltreatment. Safety and Permanency Program staff are engaging with each CQI site to provide coaching and support of improved outcomes.



Maintaining safety in home

The Child Safety Team invited staff to join National Human Trafficking Prevention Month office hours. These office hours were held twice in the month of January and provided staff an opportunity to staff cases or ask general questions related to sex trafficking and substance use with Safety Team members.

Family Preservation Program Updates

What we are doing

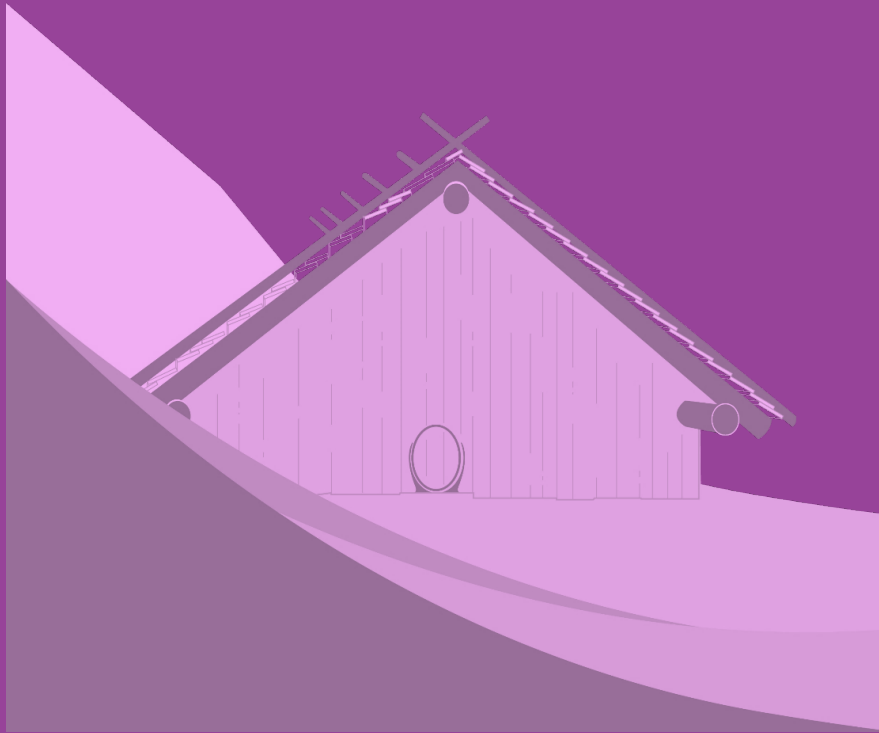
The Family Preservation team continues working with pilot sites to assess and strengthen meeting opportunities and formats to enhance collaboration between Self Sufficiency (SSP) and Child Welfare (CW). Some strategies include, regularly occurring huddles between SSP and CW Family Preservation staff, monthly or bi-monthly SSP and CW management meetings, quarterly all-staff meetings to include both SSP and CW staff, recurring training that includes both programs.

Community engagement is essential to the success of family preservation services. The Family Preservation team continues to engage the community in spaces where they already meet and have established trusting relationships with community leaders. In partnership with the community, the Family Preservation team seeks to better understand service gaps and needs for keeping families together, whether there are partners and perspectives missing from the conversation, and how to establish a sustainable approach to collaboration. The graphic included below is a tool the Family Preservation team references to inform their approach toward effective community partnerships.

Stance towards community	0 IGNORE	1 INFORM	2 CONSULT	3 INVOLVE	4 COLLABORATE	5 DEFER TO
Impact	<i>Marginalization</i>	<i>Placation</i>	<i>Tokenization</i>	<i>Voice</i>	<i>Delegated Power</i>	<i>Community Ownership</i>
Community Engagement Goals	Deny access to decision-making processes	Provide the community with relevant information	Gather input from the community	Ensure community needs and assets are integrated into process and inform planning	Ensure community capacity to play a leadership role in implementation of decisions	Foster democratic participation and equity by placing full decision-making in the hands of the community; bridge divide between community and governance
Message to Community	<i>"Your voice, needs, and interests do not matter"</i>	<i>"We will keep you informed"</i>	<i>"We care what you think"</i>	<i>"You are making us think (and therefore act) differently about the issue"</i>	<i>"Your leadership and expertise are critical to how we address the issue"</i>	<i>"It's time to unlock collective power and capacity for transformative solutions"</i>

Guiding Principle 2:

Enhancing Our Staff and
Infrastructure



Significant metrics for a supported, skilled, and engaged workforce that reflects the communities we serve

Child Welfare Equity Initiatives

SB209 – SOGIE Confidentiality

The implementation of Senate Bill 209, relating to the confidentiality of Sexual Orientation, Gender Identity and Expression (SOGIE) information for young adults, began in January 2024. This includes new procedure roll-out and disseminating of resources to educate the workforce on what SOGIE is, and when the information must be protected.

Racial Equity Social Justice Tool (RESJ)

An update to the RESJ Tool occurred in partnership with Tribal Affairs to include the Tribal Consultation Policy. This will ensure a streamlined process and support the workforce in meeting the requirements of this policy while writing new rule, policy and procedure for Child Welfare.

Lived Experience Compensation Guide

In partnership with the Family Preservation Program, a workgroup has been initiated to provide clear guidance regarding compensation for individuals with lived expertise who are brought in as subject matter experts on workgroups, panels, or projects. This guidance will also provide direction on how to prepare individuals, debrief participation, and support them with a focus on preventing harm.

ADA Steering Committee

Recruitment for the ADA Steering Committee has begun to include individuals with lived experience with our agency who also have a disability, as the current membership reflected mostly professionals who are advocates for the disability community who may or may not also have disabilities.

Service Equity Council

The Office of Equity and Multicultural services (OEMS) and Child Welfare Service Equity Manager are supporting the implementation of the Child Welfare Service Equity Council. The steering committee has made strides in determining the structure of this council and it will likely be stood up in the Fall of 2024.

Equity Review for Rule, Policy and Procedure

A Request for Information (RFI) has been drafted to inform what a contract should look like to support a review of all Child Welfare rules, policies and procedures, with an equity lens. This would include an assessment and guidance for future use by analysts and policy writers to support consistency and fidelity to the Vision for Transformation in our ongoing focus on being an anti-racist organization.

New hires and promotions continue to outpace separations

What the measure is

Child Welfare caseworkers hired or promoted into SSS1 classification compared to caseworker separations.

Why it is important

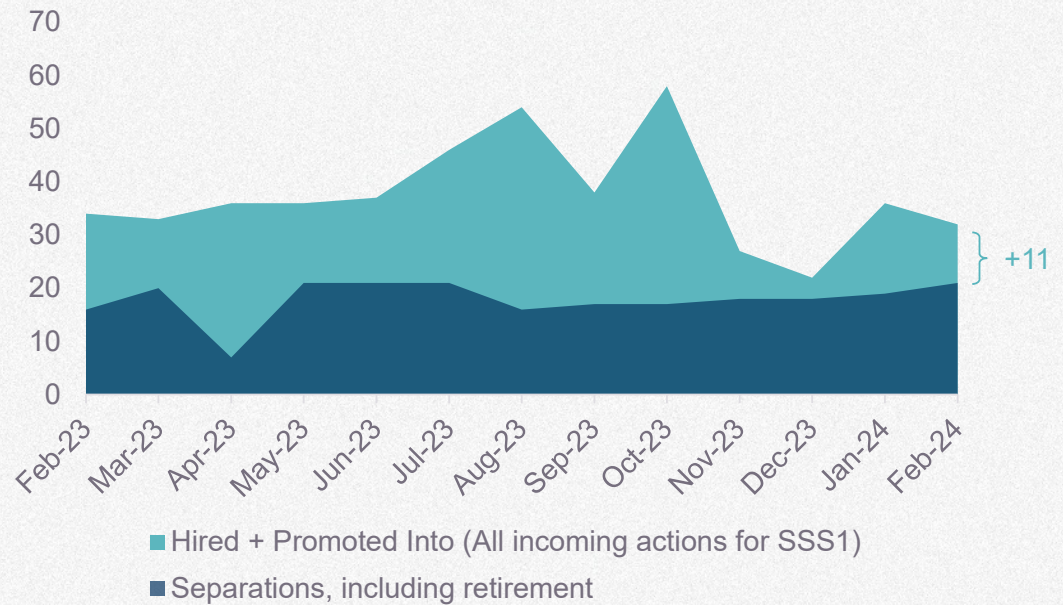
Child Welfare jurisdictions across the nation have historically faced staffing shortages. Like many industries, since COVID-19, Child Welfare is contending with workforce challenges across the board.

What we are doing

For all recruitments during the last 180 days, the average recruitment length from job posting to conditional offer was 62 days. ODHS continues to focus efforts on achieving the goal of an average of 45 days or less to fill.

In February, ODHS Tribal Recruiters met with the Confederated Tribes of Grand Ronde, Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians, Coquille Indian Tribe, and the Warm Springs Community Action team and Workforce staff. We are building relationships and offering resources and information to support Oregon's Tribal communities in obtaining careers with the state of Oregon.

Hires & Promotions Into SSS1 Caseworker Classification vs Separations



Note: Data may change as the result of processes that have "completed" in Workday since the last data run.

Caseworker Caseload Averages remain below or within close range of Oregon’s established ratios

What the measure is

Child Welfare caseworkers (SSS1 classification) are assigned cases (e.g., CPS: number of new assessments in the last 30 days, Permanency: number of children and young adults, and Certification: number of homes) as part of their caseload. This data will capture the monthly averages for each of the three casework roles.

Why it is important

Ensuring manageable caseloads is one way to develop and support the workforce. This will result in a decrease in vacancies, an increase in retention rates, an increase in longer tenures, increased promotions, and higher workforce morale, which all positively impact the children and youth we serve.

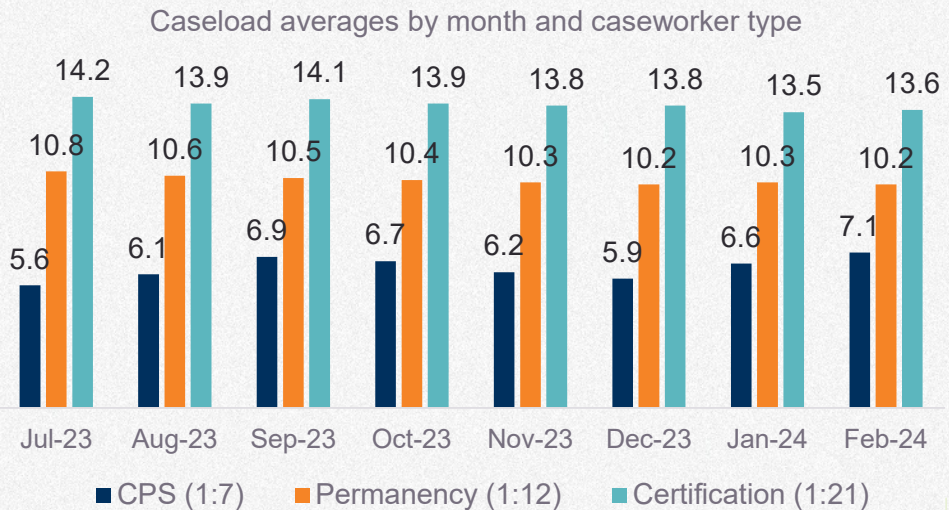
What we are doing

Each level of management is regularly using the dashboard. Frequent data validation checks are happening within Safety, Permanency, and Certification program staff.

Background

Caseloads play an important role in the legislative process and are used to inform legislatively granted position authority and budget. In implementing the Vision for Transformation, in 2022 Child Welfare established the state’s goal for caseload ratio standards. To establish them, Child Welfare incorporated the CWLA Standards of Excellence, Council on Accreditation, timing studies done in Oregon in 2008 and 2017, and literature and research reviews. The average monthly caseloads for the specific caseworker roles are outlined below:

- CPS: 1 caseworker per 7 new assignments assigned in the last 30 days
- Permanency: 1 caseworker per 12 children and young adults served
- Certification: 1 caseworker per 21 certified resource homes



Guiding Principle 3:

Utilizing Data with
Continuous Quality
Improvement Systems (CQI)



Enhancing the Structure of our
System by using Data with Continuous
Quality Improvement (CQI)

CQI Implementation Continues with Learning Collaboratives

What are Learning Collaboratives

Learning Collaboratives provide a statewide platform for discussion and brainstorming strategies that improve service delivery to families and communities. Learning Collaboratives offer a mechanism of providing peer to peer support and transfer of learning for CQI concepts, practice improvement solutions and implementation strategies which have improved outcomes for families.

Why Is It Important

As the CQI program continues to implement across the state in local branch offices and districts, it is critical to provide multiple spaces where staff can share strategies and best practices they have designed and implemented through their CQI process. The CQI team selected the first Learning Collaborative topic to be face-to-face contact with parents, as several sites have worked on improving this lead practice measure throughout their cycles.

What we are doing

The first CQI Learning Collaborative took place February 16, with robust attendance. Districts 12 (Klamath/Lake) and 6 (Roseburg) presented portions of their CQI Action Plans which were successful in increasing their face-to-face contacts with parents. Breakout sessions provided opportunities for participants to discuss CQI strategies with peers across the state. Reviews of the Learning Collaborative were positive. Planning is underway for the next Learning Collaborative to be hosted in Pendleton in July 2024.

System transformation through community partnerships

Why it is important

ODHS is transforming the child welfare system in collaboration with Tribes, community members, families and children with prior system experience, resource and birth parents, service providers, and policy makers. This values-based approach holds equity and a belief that children do best growing up in a family at the center of helping families achieve well-being and independence through opportunities that protect, empower, respect choice and preserve dignity.

What we are doing

First Thursday

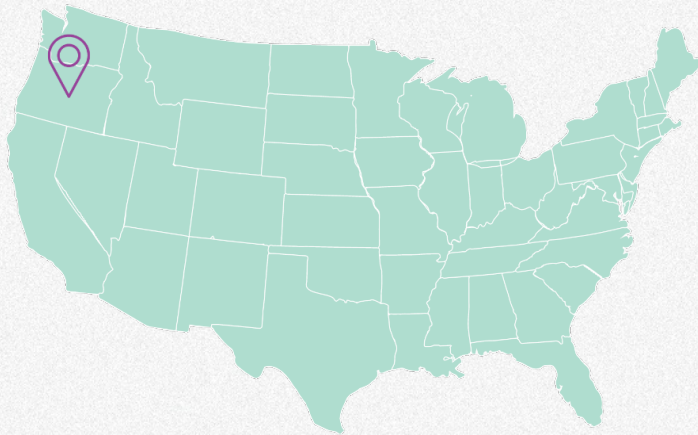
Roseburg Child Welfare staff, Kathryn Garland is being celebrated for coordinating First Thursday, a monthly event that began in the summer of 2022 in partnership with Feeding Umpqua, a regional emergency food distribution center for Douglas County. First Thursday began in the lobby of the Oregon Department of Human Services office, with four community partners showing up to the first event in November 2022. Now, the monthly, family-friendly event is an all-in-one stop that encompasses a variety of free resources available in Douglas County.

https://www.nrtoday.com/life/kathryn-garland-first-thursday-creator-to-be-honored-by-zonta-club-of-roseburg/article_40bacao-db41-11ee-8929-97fe1328f1e8.html

Healing and Uniting Families Forum

ODHS and the Muslim Educational Trust (MET) hosted the Healing and Uniting Families Forum. The purpose of this event was to collaborate with partners in identifying ways to strengthen family and community connections aimed at reducing risk factors that bring families to the attention of child welfare. There were more than a dozen speakers at the forum including keynote Speaker Ronault "Polo" Catalani, Executive Director of the New Portland Foundation, which creates strategies for the integration of the immigrant and refugee community. Wajdi Said, President of the MET, also spoke to the importance of bridging relationships between community partners, families, and government agencies. There were representatives from behavioral health services, religious communities, Tigard Police, local district attorneys, Hillsboro School District, CARES NW, and an economic expert who works with Islamic finance markets. ODHS speakers included Rolanda Garcia, District Manager for Child Welfare and the Self-Sufficiency Programs in Washington County, Sonya Faulkner, a Child Welfare Program Manager in Washington County and Molly Miller, Child Welfare and Self-Sufficiency Chief Operating Officer for Washington County. There were more than 150 attendees and more than 20 junior and senior high school students from the MET's Oregon Islamic Academy adding their voices to the gathering.

Federal Performance Measure Dashboard



The [Oregon Department of Human Services \(ODHS\) Child Welfare Federal Performance Measures Dashboard](#) provides quarterly updates on an array of trends across the state for these Federal Performance measures:

- Maltreatment in foster care
- Recurrence of maltreatment
- Re-entry to foster care
- Permanency in 12 months
- Permanency in 12 to 23 months
- Permanency in 24+ months
- Placement stability

Definitions for the Federal measures are posted in the link above.

This dashboard, launched in December 2021, is designed from files produced by the University of Kansas Center for Research Results Oriented Management Application (ROM) using Oregon Child Welfare data.

The Federal Standards for each measure are updated every few years. These standards will be updated on our Federal Performance Measures dashboard to reflect the changes in 2023. For more information, please refer to the [Children and Family Services Review Technical Bulletin 13A](#).

The Office of Research, Reporting, Analytics, and Implementation updated the 2023 Q1 and Q2 dashboard data and National Standards per Child and Family Services Review Technical Bulletin 13A.

The [U.S. Department of Health and Human Services prepares an annual report](#) of state performance in the seven categories listed above. The report includes findings of analysis conducted on performance across states over time.

About

The [Child Welfare Division Vision for Transformation](#) is the spirit of what we believe the child welfare system should be in Oregon.

Centered on three guiding principles, the [Vision for Transformation](#) is the roadmap and compass for the Oregon Child Welfare Division to transform itself and the greater child welfare system into one that supports and preserves families. These guiding principles are:

1. Supporting families and promoting prevention
2. Enhancing our staff and infrastructure
3. Enhancing the structure of our system by using data with continuous quality improvement

For questions or feedback about this report, please contact:
ChildWelfareDirector@dhsosha.state.or.us

2022 CCO Performance Metrics Data

Overall Performance


Race and Ethnicity

Language

Disability

Download instructions

Note: You may need to refresh this page to see all possible formats.

1. Select a topic area and metric from the dropdown menus below
2. Click the Download button  in the toolbar at the bottom righthand corner of this page
3. Select format (we recommend Crosstab)
4. Select the sheet(s) you are interested in
5. Select Excel or CSV
6. Click Download

If you have questions about the data, please contact us at 503-201-1949 or <mailto:Metrics.Questions@odhsoha.oregon.gov>

Select topic area

2022 incentive metrics

Select metric

Assessment for children in ODHS custody

Assessments for children in ODHS custody

▲ About this metric

Percentage of children who received age appropriate mental, physical, and dental health assessments within 60 days of the state notifying CCOs that the children were placed into custody with the Oregon Department of Human Services (foster care). For children under age 4, the measure requires physical and dental, but not mental health, assessments. For children under age 1, the measure only requires a physical health assessment.

Measure categories: • Incentive • State Quality

Data source: Administrative (billing) claims and ORKids (state system for tracking and managing children in foster care)

Benchmark source: Committee consensus

Notes: Results prior to 2014 are not directly comparable to later years due to changes in methodology. Denominator (n) is only available statewide to protect member confidentiality.

* May be statistically uncertain (interpret with caution)
To protect confidentiality of members, denominator is only available statewide

Data table A: Rate of overall CCO performance

	2011	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
CCO Statewide	53.6%	63.5%	27.9%	58.4%	74.4%	82.8%	86.7%	87.8%	79.9%	88.1%	88.3%
Advanced Health	65.1%	65.7%	49.3%	49.6%	72.3%	91.9%	93.5%	97.7%	78.8%	90.3%	95.2%
AllCare CCO	50.7%	50.0%	21.4%	40.3%	53.3%	67.5%	71.3%	77.9%	88.6%	82.4%	76.8%
Cascade Health Alliance	67.7%	69.5%	17.4%*	47.6%	72.1%	75.2%	91.5%	86.5%	79.2%	97.3%	97.8%
Columbia Pacific	44.9%	45.8%	36.6%	55.2%	78.4%	68.6%	82.5%	91.5%	88.6%	88.7%	83.8%
Eastern Oregon CCO	54.5%	55.3%	32.4%	61.5%	73.0%	83.2%	81.7%	86.7%	88.2%	91.3%	90.4%
Health Share of Oregon	51.4%	51.7%	29.9%	66.1%	76.2%	88.5%	86.5%	90.7%	81.5%	83.1%	88.7%
InterCommunity Health Network	60.3%	58.2%	25.7%	54.4%	66.4%	79.5%	80.0%	72.0%	84.0%	96.3%	93.9%

Jackson Care Connect	39.2%	39.6%	24.7%	67.3%	63.7%	72.9%	78.9%	81.9%	75.5%	91.8%	91.9%
PacificSource Central	47.9%	45.7%	17.6%*	59.0%	86.9%	93.2%	93.3%	98.8%	83.5%	86.6%	80.2%
PacificSource Gorge	47.9%	57.5%	31.8%*	76.7%	50.0%	87.0%	96.8%	96.7%	100.0%	100.0%	92.9%
PacificSource Lane									68.6%	89.2%	82.1%
PacificSource Marion Polk									67.6%	81.6%	91.4%
Trillium North										80.0%*	90.0%*
Trillium South	47.1%	49.1%	28.3%	60.1%	83.3%	88.0%	90.3%	84.2%	71.1%	91.4%	92.9%
Umpqua Health Alliance	47.2%	48.1%	11.8%*	50.0%	84.6%	90.2%	90.8%	91.2%	77.0%	89.0%	94.9%
Yamhill Community Care	52.3%	55.1%	33.3%*	41.7%*	55.6%*	57.1%	69.4%	84.4%	88.2%	95.0%	91.4%

Data table B: Number of eligible CCO members statewide (denominator)

	2011	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
CCO Statewide			1,218	1,830	1,799	2,008	1,892	1,368	997	1,237	1,126

Data table C: Benchmarks and CCO improvement targets

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Benchmark (all CCOs)	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%
Advanced Health		68.7%	53.4%	53.6%	75.3%					
AllCare CCO		54.0%	28.3%	45.3%	57.0%	70.5%	74.3%	79.1%	79.1%	83.2%
Cascade Health Alliance		72.5%*	24.7%	51.8%	75.1%	78.2%		86.9%	86.9%	
Columbia Pacific		50.2%	41.9%	58.7%	81.4%	71.6%	85.5%			88.8%
Eastern Oregon CCO		58.8%	38.2%	64.5%	76.0%	86.2%	84.7%	87.0%	87.0%	
Health Share of Oregon		55.5%	35.9%	69.1%	79.2%	79.2%	89.5%			83.8%
InterCommunity Health Netw..		61.4%	32.1%	58.0%	69.4%	82.5%	83.0%	73.8%	73.8%	
Jackson Care Connect		44.6%	31.2%	70.3%	66.7%	75.9%	81.9%	82.7%	82.7%	
PacificSource Central		49.0%*	24.8%	62.1%	89.9%					86.9%
PacificSource Gorge		60.8%*	37.6%	79.7%	54.0%					
PacificSource Lane								86.0%	86.0%	89.3%
PacificSource Marion Polk								89.8%	89.8%	82.4%
Trillium North										81.0%*
Trillium South		53.2%	34.5%	63.1%	86.3%			84.8%	84.8%	
Umpqua Health Alliance		52.3%*	19.6%	54.0%	87.6%					89.1%
Yamhill Community Care		58.6%*	39.0%*	46.5%*	59.0%	60.4%	72.4%	85.0%	85.0%	

More information about performance metrics

Learn more about the program, read reports from previous years, find measure specifications, and more:

<https://www.oregon.gov/oha/hpa/analytics/pages/cco-metrics.aspx>

More information about benchmarks and improvement targets:

<https://www.oregon.gov/oha/HPA/ANALYTICS/Quality%20Metrics%20Committee%20Docs/2021-About-metrics.pdf>

Suppressing small numbers:

<https://www.oregon.gov/oha/HPA/ANALYTICS/CCOMetrics/2022-suppressing-small-numbers.pdf>

For more information, visit the [CCO Performance Metrics Dashboard](#).

Last update

December 7, 2023: Added CMS Child Core Set dental measures, specifically: Oral evaluation, dental services (ages 1-5 and ages 6-14); Topical fluoride for children (ages 1-5 and ages 6-14); Sealant receipt on at least one permanent first molars; Sealant receipt on all permanent first

molars. Removed previous Topical fluoride for children (ages 1-20). Corrected benchmarks and improvement targets for incentive measures from 2013 to 2019.

November 2, 2023: Added 2022 CCO performance for CAHPS measures Cervical cancer screening. Corrected 2021 CCO performance statewide on Controlling high blood pressure. Updated measure descriptions for clarity.

August 14, 2023: Added 2022 CCO performance for administrative and EHR measures.

For full list of updates, visit More Information under the Home tab in the [CCO Performance Metrics Dashboard](#).

Version 2023.3 | December 2023

