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 18 COUNTY OF LOS ANGELES
 19

20 **THE PEOPLE OF THE STATE OF**
 21 **CALIFORNIA, EX. REL. XAVIER**
 22 **BECCERRA, ATTORNEY GENERAL OF**
THE STATE OF CALIFORNIA,

23 Plaintiff,

24 v.

25 **COUNTY OF LOS ANGELES AND LOS**
 26 **ANGELES COUNTY OFFICE OF**
 27 **EDUCATION,**

28 Defendants.

FILED
 Superior Court of California
 County of Los Angeles
 01/21/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: E. Garcia Deputy

Case No. 21STCV01309

**~~[PROPOSED]~~ STIPULATED
 JUDGMENT FOR DEFENDANT
 COUNTY OF LOS ANGELES**

Dept.: 38

Judge: Maureen Duffy-Lewis

1 **I. INTRODUCTION**

2 1. The People of the State of California (People), by and through the Attorney
3 General, and the County of Los Angeles and its Probation Department (Probation), Department of
4 Mental Health (DMH), and Department of Health Services (DHS) (collectively, the County or
5 Defendant), (collectively the Parties) share a mutual interest in treating all youth under the care
6 and supervision of the Probation Department with respect and upholding their statutory and
7 constitutional rights.

8 2. The Attorney General acknowledges that the County has made significant efforts
9 to decrease the use of Juvenile Halls, including the closure of the Los Padrinos Juvenile Hall in
10 2019, and has passed several resolutions committing to juvenile justice reform. This Judgment is
11 intended to ensure and sustain systemic improvements designed to protect youth, promote public
12 safety, improve confidence in the County’s juvenile justice system, and lead to measurable,
13 positive outcomes for justice-involved youth.

14 3. The Parties recognize that the County is committed to improving conditions in the
15 Juvenile Halls. Consistent with statutory and constitutional standards, the County will maintain
16 safe and secure conditions for youth.

17 4. The Parties, having stipulated to the proposed entry of this Judgment by the Court
18 without the taking of proof and without trial or adjudication of any fact or law, without this
19 Judgment constituting evidence of or admission by the County regarding any issue of law or fact
20 alleged in the People’s Complaint for Injunctive Relief (Complaint) on file or any of the
21 allegations or conclusions set forth herein, and without the County admitting any liability or
22 conceding that it has failed to satisfy legal requirements with respect to the areas identified in the
23 Judgment, and with all Parties having waived their right to appeal, and the Court having
24 considered the matter and good cause appearing,

25 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

26 5. This Court has jurisdiction over the allegations and subject matter of the People’s
27 Complaint filed in this action and the Parties to this action; venue is proper in this county; and
28 this Court has jurisdiction to enter this Judgment against the County.

1 6. The County is permanently enjoined from violating any law or regulation,
2 including, but not limited to, Title 15 of the California Code of Regulations sections 1300 et seq.,
3 and the causes of action alleged in the People’s Complaint, at the County’s Juvenile Halls, and
4 any successors and assigns of such Juvenile Halls, as defined in Paragraph 61 of this Judgment.
5 During the compliance period of this Judgment, the County will carry out the terms of the
6 following substantive provisions and provide sufficient resources and staffing necessary to fulfill
7 the terms of the Judgment.

8 **II. DETAILED PLAN AND FOCUS AREAS**

9 7. The County will implement a Detailed Plan as required by this Judgment. All of
10 the provisions of the Detailed Plan are incorporated into this Judgment by reference, and within
11 this Court’s jurisdiction to take any actions consistent with Paragraph 68 of the Stipulated
12 Judgment. The Detailed Plan will include a reasonable timeframe for completing the terms of
13 each substantive provision, responsible person(s), outcome metrics, quality assurance and
14 sustainability measures, and performance indicators for each of the following 12 objectives
15 identified and discussed in detail below:

- 16 (a) Homelike Environment and Operations
- 17 (b) Technology and Data Management
- 18 (c) Use of Force and Youth Safety
- 19 (d) Trauma-Informed and Positive Behavior Approaches
- 20 (e) Room Confinement
- 21 (f) Basic Living Needs and Juvenile Hall Conditions
- 22 (g) Programming, Recreation, Exercise, Religious Services, Visitation, and
23 Telephone Calls
- 24 (h) Mental Health, Medical Care, and Treatment Plans
- 25 (i) Education, Transition, and After-Care
- 26 (j) Staffing, Hiring, and Training
- 27 (k) Oversight and Grievance Systems
- 28 (l) Compensatory Services for Youth

1 **III. DEFINITIONS**

2 8. For the purposes of this Judgment and the Detailed Plan, the following definitions
3 apply:

- 4 (a) “Attorney General” refers to the Attorney General of the California Department of
5 Justice and includes attorneys and agents of the Office of the Attorney General.
- 6 (b) “Beneficiary” is defined as a youth who was detained at the Juvenile Halls from
7 January 1, 2018 through the date of this Judgment’s execution and determined,
8 according to the formula recommended by the Education Subject Matter Expert, to
9 be entitled to compensatory education services.
- 10 (c) “Behavioral Health” is the scientific study of emotions, behaviors and biology
11 relating to a person’s mental well-being that includes mental health and substance
12 abuse.
- 13 (d) “Compensatory education services” is defined as educational hours to which a
14 youth is entitled, based on educational instruction not provided to a youth while
15 detained at the Juvenile Hall, according to the formula developed by the Education
16 Subject Matter Expert.
- 17 (e) “The County” refers to the County of Los Angeles, the Los Angeles County
18 Probation Department (Probation), the Los Angeles County Department of Health
19 Services (DHS), the Los Angeles County Department of Mental Health (DMH),
20 and the agents and employees of the Probation Department, DHS, and DMH.
- 21 (f) “Department of Mental Health” (DMH) refers to the Los Angeles County
22 Department of Mental Health, which is responsible for providing care for the
23 behavioral health needs of youth in the Juvenile Halls.
- 24 (g) “Department of Health Services” (DHS) refers to the Los Angeles County
25 Department of Health Services, which is responsible for providing care for the
26 medical needs of the youth in the Juvenile Halls.
- 27 (h) “Effective Date” means the date the Court enters the signed Judgment as an order
28 of the Court.

- 1 (i) “Force Intervention Response Support Team” (FIRST) refers to the Probation staff
2 team responsible for providing secondary review of use of force incidents in the
3 Juvenile Halls. Such review will be conducted by staff who are independent of the
4 Juvenile Hall command structure and who report directly to the Chief of Probation
5 or a Probation executive designee, who is at the level of Deputy Director or above.
- 6 (j) “Grievances” refers to the process by which any youth, their family member(s),
7 legal guardians, and/or their attorney(s) can file complaints relating to the youth’s
8 stay at the Juvenile Halls and excludes any request forms that do not contain a
9 grievance.
- 10 (k) “Implement” or “implementation” means putting a remedial measure into effect,
11 including informing, instructing, or training impacted personnel as required by this
12 Judgment, and ensuring that policies or procedures are, in fact, followed.
- 13 (l) “Juvenile Halls” refers to the Los Angeles County Juvenile Halls system and its
14 facilities, and includes Barry J. Nidorf Juvenile Hall, Central Juvenile Hall, and
15 any other locked detention facilities that operate and function like a juvenile hall
16 and that house youth prior to court adjudication or who are awaiting placement to,
17 transition to, or transportation to, a post-adjudication facility or location, or youth
18 who are temporarily there while they await services. Juvenile Halls excludes
19 community care facilities as defined in Health and Safety Code section 1502,
20 subdivision (a) and acute psychiatric hospitals as defined in Health and Safety
21 Code section 1250, subdivision (b). If the County decides to permanently house
22 post-disposition youth at a Juvenile Hall, the Judgment also covers such youth, but
23 does not include youth transferred from the California Department of Juvenile
24 Justice.
- 25 (m) “LACOE” refers to the Los Angeles County Office of Education, which is
26 responsible for providing education for the youth in the Juvenile Halls.
- 27 (n) “Medical Staff” refers to DHS staff that include physicians, physician assistants,
28 nurse practitioners, registered nurses, certified nursing assistants, and licensed

1 vocational nurses, and others who by virtue of their education, credentials, and
2 experience are permitted by law to evaluate and care for the medical needs of the
3 youth in the Juvenile Halls.

4 (o) “Mental Health Staff” refers to DMH staff that includes psychiatrists,
5 psychologists, psychiatric social workers, psychiatric nurses, and others who by
6 virtue of their education, credentials, and experience are permitted by law to
7 evaluate and care for the behavioral health needs of the youth in the Juvenile Halls.

8 (p) “Monitor” refers to the individual selected by the Parties whose duties,
9 responsibilities, and authority are set forth in this Judgment and Detailed Plan.

10 (q) “Non-Compliance” means that the County has not achieved compliance with most
11 or all of the material components of a substantive provision of this Judgment.

12 (r) “OIG” means the County of Los Angeles Office of Inspector General.

13 (s) “Partial Compliance” means that the County has achieved compliance on some,
14 but not all, of the material components of a substantive provision of this Judgment.

15 (t) “POC” means the County of Los Angeles Probation Oversight Commission.

16 (u) “Policy” or “Policies” mean regulations, directives, or manuals, regardless of
17 name, that have been approved by a senior executive within the Probation
18 Department, DHS, or DMH and that describe the duties, functions, or obligations
19 of Probation, DHS, or DMH staff and provide specific direction on how to fulfill
20 those duties, functions, or obligations. References to “existing” policies mean
21 those policies in effect on the Effective Date of this Judgment, and include any
22 subsequent revisions or changes made to those policies after the Effective Date of
23 this Judgment.

24 (v) “Probation Staff” refers to Probation staff employed in the Juvenile Halls,
25 including but not limited to detention services officers, supervising detention
26 services officers, and group supervisor nights.

27 (w) “Room Confinement” as defined in Welfare and Institutions Code section 208.3,
28 subdivision (a)(3), refers to the placement of a youth in a locked sleeping room or

cell with minimal or no contact with persons other than correctional facility staff and attorneys.

(x) “Staff” refers to the DHS, DMH, and Probation employees responsible for the care, management, and supervision of youth in the Juvenile Halls.

(y) “Subject Matter Experts” (SME) refers to the individuals selected by the Parties whose duties, responsibilities, and authority are set forth in this Judgment and Detailed Plan.

(z) “Substantial Compliance” means that the County has achieved compliance with all of the material components of a substantive provision of this Judgment in accordance with the Detailed Plan. Non-compliance with mere technicalities, or temporary failure to comply coupled with prompt and appropriate remedial measures during a period of otherwise sustained Substantial Compliance, will not constitute failure to maintain Substantial Compliance.

(aa) “Unit” refers to the housing area or living area to which youth are assigned or in which youth are housed, on a temporary or permanent basis, in the Juvenile Halls.

(bb) “Youth Council” refers to a body of youth assigned to the Juvenile Halls that includes a representative from each housing Unit.

IV. HOMELIKE ENVIRONMENTS AND OPERATIONS

9. Within the timeframe set forth in the Detailed Plan, and as further described in the Detailed Plan, the County will ensure the Juvenile Halls meet Welfare and Institutions Code sections 851 and 202 requirements to provide a homelike environment and not be deemed to be nor be treated as penal institutions. As further described in the Detailed Plan, the County will:

(a) Implement a mission statement and vision for creating a homelike, rehabilitative, and therapeutic system specifically for detained youth;

(b) Make necessary improvements to create a warm, welcoming, homelike environment at the Juvenile Halls and not house youth in areas identified by the County to be unfit for housing youth;

- 1 (c) Assess the space needed to provide required programming and therapeutic
2 services, including space for confidential individual and group behavioral health
3 counseling and crisis intervention services, and develop and implement a plan to
4 provide adequate space;
- 5 (d) Evaluate, and revise, if determined by the Monitor, Probation's procedures at
6 intake related to Probation's decision-making as to whether to exercise its
7 discretion to detain youth, which will include a validated risk assessment tool with
8 appropriate procedures to address over-detention of youth; and
- 9 (e) Implement weekly Unit meetings coordinated by Unit supervisors for each Unit
10 that consist of frontline staff, clinical personnel, and education staff, when
11 available, to discuss youth needs and treatment.

12 **V. TECHNOLOGY AND DATA MANAGEMENT**

13 10. Within the timeframe set forth in the Detailed Plan, and as further described in the
14 Detailed Plan, the County will maintain, and revise as needed, an electronic information
15 technology and data management system or systems (hereinafter Electronic System(s)) to
16 facilitate the data collection and analysis, real-time reporting, and analytical outputs required to
17 demonstrate compliance with this Judgment.

18 11. The County will create and maintain procedures to ensure the tracking and
19 accuracy of data to meet the monitoring requirements herein, as well as maintain a process to
20 assess and review the data collected.

21 **VI. USE OF FORCE AND YOUTH SAFETY**

22 12. Within the timeframe set forth in the Detailed Plan, and as further described in the
23 Detailed Plan, each Unit in the Juvenile Halls will maintain a functioning cold water shower for
24 the purposes of decontamination after the use of Oleoresin Capsicum (OC) spray. The Monitor
25 will confirm such during his or her first visit and on an ongoing basis while OC spray is utilized.
26 The County will maintain eyewash stations in the event of a temporarily non-functioning cold
27 water shower.

1 13. Within the timeframe set forth in the Detailed Plan, and as further described in the
2 Detailed Plan, the County will: (a) provide and maintain sufficient DMH and Probation staff
3 necessary to comply with this Judgment and to maintain the safety of youth in the Juvenile Halls;
4 (b) train Probation staff assigned to the Juvenile Halls who are authorized to use force, as well as
5 those assigned to review use of force incidents, which will include de-escalation techniques with
6 respect to all uses of force and alternatives to the use of OC spray; and (c) train DMH and DHS
7 staff with respect to timely reporting of suspected child abuse as required by law.

8 14. In accordance with the Board of Supervisors' Motion unanimously approved on
9 February 19, 2019, the County is in the process of implementing a policy to eliminate the use of
10 OC spray in juvenile facilities, including Juvenile Halls. Within the timeframe set forth in the
11 Detailed Plan, and as further described in the Detailed Plan, and until OC spray is eliminated by
12 the County for use in Juvenile Halls, the County will maintain a process and procedure to: (a)
13 document whether decontamination after the use of OC spray is in compliance with State law and
14 current Probation policy; (b) monitor and review weekly use of OC spray and engage in
15 continuous improvement efforts; and (c) identify any needs for training and support to Probation
16 staff and provide the same, if identified. While this Judgment remains in effect, the County will
17 inform the Attorney General at least six days prior to any Board consideration to reverse its
18 February 19, 2019 decision to phase out the use of OC spray in its Juvenile Halls.

19 15. Within the timeframe set forth in the Detailed Plan, and as further described in the
20 Detailed Plan, the County will ensure that all use of force incidents are accurately reported and
21 documented, and that all uses of force not accepted by Internal Affairs for review are timely
22 reviewed by FIRST for compliance with State law and Probation policy.

23 16. Within the timeframe set forth in the Detailed Plan, and as further described in the
24 Detailed Plan, the County will: (a) improve the system to ensure regular review of policies
25 regarding use of force, including, as needed, timely revision, approval, and implementation of
26 revised policies; (b) review and revise elements of the data gathering and reporting processes
27 regarding use of force, as determined to be necessary by the Monitor after review, to ensure
28 accuracy, completeness, and integrity of data gathered; (c) establish deadlines and a plan to install

1 video cameras throughout the Juvenile Halls, with exceptions to preserve youth and staff privacy
2 (e.g. bathrooms); and (d) regularly monitor whether cameras provide sufficient coverage, are
3 operational and in use, and whether recordings are being reviewed by Probation supervisors.

4 17. OIG will review compliance with Probation's use of force policy in the Juvenile
5 Halls, including by conducting a random review of a representative sample of use of force
6 incidents and assessing whether cameras provide sufficient coverage, are operational and in use,
7 and whether recordings are being properly used in relation to use of force incidents, and report its
8 general findings two times a year, in a public written report to the Board of Supervisors, copied to
9 the Monitor during the term of this Judgment, to evaluate Probation's decision-making and
10 oversight processes.

11 18. The County will provide to the Monitor and the Attorney General Probation's
12 policies, procedures, and directives pertaining to use of force, including the use of physical and
13 mechanical restraints that reflect compliance with law. The policies will be revised, as needed,
14 to: (a) require de-escalation prior to the use of force unless immediate use of force is necessary to
15 respond to a situation or circumstance that constitutes an imminent threat to facility security or
16 the safety of persons; (b) require that staff use the least restrictive techniques necessary to control
17 the situation and restore order; (c) limit use of force for youth with disabilities; (d) prohibit the
18 use of prone restraints and limit the use of supine restraints on pregnant youth; (e) prohibit use of
19 force in response solely to suicidal ideation; (f) limit the use of force to the minimum necessary to
20 prevent self-harming behavior; (g) prohibit the use of force for youth who do not present a risk to
21 the safety and security of himself or herself, youth, staff, or others, or physical destruction to the
22 Juvenile Hall(s); (h) maintain consequences for Probation staff, up to and including termination,
23 for substantiated out-of-policy use of force cases, fraudulent reporting, or failure to cooperate
24 with an investigation; (i) strengthen the anti-retaliation policy related to reporting of use of force
25 incidents to include required training on the prohibitions and consequences for staff and youth,
26 measures designed to ensure reliability of the complaint investigation process, and assignment of
27 a Bureau Chief to address the need for interim protections for those who report, such as Unit
28 changes, safety plan updates, and protection orders; (j) ensure effective training regarding

1 accurate documentation of use of force, including staff and youth behavior that precipitated the
2 event; (k) strengthen the oversight and quality improvement process; (l) ensure that use of
3 mechanical restraints during transport is compliant with State law; (m) prohibit Probation staff
4 from permitting or encouraging youth to engage in physical fights or assaults; (n) require close
5 supervision by Probation staff to prevent youth-on-youth conflict; and (o) specify affirmative
6 steps to mediate conflict between youth.

7 **VII. TRAUMA-INFORMED AND POSITIVE BEHAVIOR APPROACHES**

8 19. Within the timeframe set forth in the Detailed Plan, and as further described in the
9 Detailed Plan, the County will:

- 10 (a) Review and evaluate the existing process to inform youth of the objectives and
11 purposes of the positive behavior management program and the rewards involved,
12 and make necessary improvements to effectively inform youth of the program;
- 13 (b) Work in collaboration with LACOE to strengthen and integrate the County's and
14 LACOE's positive behavior management programs and trauma-informed
15 strategies to provide for a consistent and coordinated approach;
- 16 (c) Maintain in County policies and directives the prohibition of: (1) group
17 punishment as defined in California Code of Regulations, title 15, section 1302,
18 and prohibited by California Code of Regulations, title 15, section 1390; (2) denial
19 of the basic rights listed in California Code of Regulations, title 15, section 1390,
20 for punitive and disciplinary purposes; and (3) use of Room Confinement for
21 punishment, coercion, convenience, or retaliation as prohibited by Welfare and
22 Institutions Code section 208.3, subdivision (b)(2), and California Code of
23 Regulations, title 15, section 1354.5, subdivision (a)(2);
- 24 (d) Enhance the plan to train all Juvenile Hall staff in the County's positive behavior
25 management program; and
- 26 (e) Enhance the plan to train Probation staff to respond to non-compliance in a
27 proportionate, trauma-informed, and equitable way.

1 **VIII. ROOM CONFINEMENT**

2 20. Within the timeframe set forth in the Detailed Plan, and as further described in the
3 Detailed Plan, the County will review, revise, approve, and implement its policy related to Room
4 Confinement in the Juvenile Halls pursuant to the law. (See Welf. & Inst. Code, § 208.3; Cal.
5 Code Regs., tit. 15, § 1354.5). The policy will include the means to maintain and improve
6 documentation related to and monitoring of youth who are placed in Room Confinement with the
7 following required metrics: (1) time in room per youth, including the date and time the youth was
8 first placed in Room Confinement and the date and time the youth was released; (2) reasons for
9 placement and basis for extension of Room Confinement beyond four hours, if applicable; (3) the
10 date and time Probation staff consulted with mental health or medical staff, if applicable; and (4)
11 review by a Juvenile Hall Superintendent or their designee, including any required authorizations.
12 The policy will also require: (1) an individualized plan to reintegrate youth held more than four
13 hours into the general population as required by Welfare and Institutions Code section 208.3,
14 subdivision (d)(2); and (2) the provision of programming, recreation, exercise, religious services,
15 and education as required by law, except as specified in California Code of Regulations, title 15,
16 sections 1370 and 1371, and documentation of the same. The Detailed Plan will include
17 mechanisms for providing prompt notice to the Juvenile Hall Superintendent of instances of
18 Room Confinement that do not comply with the requirements of Welfare and Institutions Code
19 section 208.3 and for developing and implementing subsequent remedial measures in response to
20 such instances. Aggregate data and any necessary subsequent remedial measures will be
21 reviewed on a quarterly basis by the OIG.

22 **IX. BASIC LIVING NEEDS AND JUVENILE HALL CONDITIONS**

23 21. Within the timeframe set forth in the Detailed Plan, and as further described in the
24 Detailed Plan, the County will make necessary revisions to its policies and practices to ensure
25 youth are provided with the following, in compliance with California Code of Regulations, title
26 15: (1) adequate bedding, including access to additional blankets upon request; (2) regular and
27 prompt access to drinking water and the toilet during both daytime hours and the hours that youth
28 are confined to their room for the purpose of sleeping; (3) personal hygiene items that are

1 culturally appropriate, and clean, reasonably fitted clothing; (4) full nutrition and adequate
2 portion size as discussed in California Code of Regulations, title 15, sections 1460 and 1463,
3 including a variety of foods considering the cultural and ethnic makeup of the facility, snacks
4 available between meals, and alternative options available at meals; and (5) clean and sanitary
5 living conditions.

6 22. Within the timeframe set forth in the Detailed Plan, and as further described in the
7 Detailed Plan, the County will:

- 8 (a) Use OIG's Prison Rape Elimination Act (PREA) certified auditors to monitor
9 compliance on the following: (i) Ensuring that privacy curtains are properly
10 installed and consistently maintained in the bathrooms of all Units; and (ii)
11 Ensuring that staff of the opposite gender announce their presence when entering a
12 housing Unit; and
- 13 (b) Provide to the Monitor and Attorney General for comment any reports developed
14 by Just Detention International or public reports provided to the Board of
15 Supervisors by the County regarding implementation of steps necessary to prevent
16 sexual assault, sexual harassment, and sexual abuse, including voyeurism as
17 defined in California Code of Regulations, title 15, section 1302.

18 23. Within 180 calendar days of the effective date of this Judgment, the County will
19 provide a report or reports to the Monitor and the Attorney General for review demonstrating that
20 the Juvenile Halls meet fire and safety codes, and have properly functioning temperature controls,
21 lighting, and ventilation and identifying any areas of deficiency and where improvements will be
22 implemented. In addition, the County will provide an enhanced evacuation and evacuation-
23 related transportation plan. Unless a shorter time frame for correction is required by law, within
24 180 calendar days of the issuance of the written reports, the County will address any identified
25 deficiency and report on any subsequent remedial measures.

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1 **X. PROGRAMMING, RECREATION, EXERCISE, RELIGIOUS SERVICES,**
2 **VISITATION, AND TELEPHONE CALLS**

3 24. Within the timeframe set forth in the Detailed Plan, and as further described in the
4 Detailed Plan, the County will:

- 5 (a) Ensure quality weekly programming is available in each living unit, and such
6 programming is based on the youths' individual needs, reflects consideration of
7 health care treatment plans, and includes, but is not limited to, trauma focused,
8 cognitive, evidence-based, best practice interventions that are culturally relevant
9 and linguistically appropriate, and pro-social interventions and activities designed
10 to reduce recidivism (Cal. Code Regs., tit. 15, §§ 1371, 1413). The programming
11 may include cognitive behavioral interventions, management of stress and trauma,
12 anger management, conflict resolution, juvenile justice system, trauma-related
13 interventions, victim awareness, self-improvement, parenting skills and support,
14 tolerance and diversity, healing informed approaches, interventions by credible
15 messengers, gender-specific programming, art, creative writing, self-expression,
16 CPR and first aid training, restorative justice, civic engagement, career and
17 leadership opportunities, and other topics suitable to the youth population;
- 18 (b) Develop and implement a Youth Council within the Juvenile Halls;
- 19 (c) Review and revise current policies, procedures, and practices to: (i) ensure and
20 maintain access to programming, recreation, exercise, outside activity, religious
21 services, visitation, and phone calls, as required by law and regulation; (ii) prohibit
22 the denial of programming, recreation, exercise, outside activity, religious
23 services, visitation, or phone calls as a form of punishment, discipline or
24 retaliation; (iii) prohibit Room Confinement on the basis of a youth's refusal to
25 participate in programming, recreation, exercise, outside activity, religious
26 services, or visitation; and (iv) document the provision or denial of programming,
27 recreation, exercise, outside activity, religious services, visitation, and phone calls,
28 and the reason(s) for any denials. Weekly reports regarding the aforementioned

1 provision or denial will be signed and validated by the Unit supervisor and
2 Juvenile Hall Superintendent or their designee and submitted to the OIG for
3 review;

4 (d) Review the current policies and procedures to allow visits by parents, guardians, or
5 persons standing *in loco parentis*, and children of youth, in compliance with
6 California Code of Regulations, title 15, section 1374. The review will ensure
7 policies include a protocol by which grandparents, siblings, and supportive adults
8 may be allowed to visit, with the approval of the Juvenile Hall Superintendent or
9 designee, when such visits are in conjunction with the youth's case plan or in the
10 best interest of the youth;

11 (e) Evaluate the feasibility of visits longer than two hours and/or outside of regular
12 visiting hours, including the possibility of access to technology as an alternative,
13 as described in California Code of Regulations, title 15, section 1374;

14 (f) Maintain meaningful and effective translation and interpretation services for youth
15 whose primary language is not English, as required by law; and

16 (g) Maintain a log provided to the Monitor and Attorney General on a monthly basis
17 identifying the date and time of announced or unannounced visits or phone calls
18 from youth's legal counsel along with the time that the youth was permitted to
19 receive the call or visit and documenting the reason for any delay in providing the
20 youth with access to legal counsel. For announced and unannounced visits, the log
21 will include a place where the youth's legal counsel can sign off on the date and
22 time of arrival at the facility and date and time of when visit occurred, and make a
23 notation regarding delay, if any, related to the visit. If determined by the Monitor,
24 the County will create a committee consisting of, at minimum, the Monitor, and a
25 representative of the County, the Attorney General, and the POC for the purpose of
26 recommending any improvements to the County's policies and practices to better
27 ensure youth receive access to announced and unannounced visits or phone calls
28 from counsel during reasonable waking hours.

1 **XI. MENTAL HEALTH, MEDICAL CARE, AND TREATMENT PLANS**

2 25. Within the timeframe set forth in the Detailed Plan, and as described in the
3 Detailed Plan, the County will:

- 4 (a) Maintain and revise as needed policies and procedures for a documented intake
5 health screening procedure to be conducted immediately upon entry into the
6 facility and for a health assessment of youth and timely identification of conditions
7 necessary to safeguard the health of the youth, in accordance with California Code
8 of Regulations, title 15, section 1430;
- 9 (b) Review and revise, as needed, its policies and practices to ensure that detained
10 youth are provided with timely medical and mental health care and treatment
11 planning that is compliant with law and regulations;
- 12 (c) Use the current electronic medical record system, which will be accessible by
13 Probation, as appropriate and consistent with law, to improve and sustain prompt
14 individualized tracking of timely service(s) and to assist with quality health care
15 measurement and evaluation;
- 16 (d) Ensure that for each youth with significant medical or behavioral/mental health
17 care concerns, individualized treatment plans are developed, as described in
18 California Code of Regulations, title 15, section 1413, which will address:
19 (i) pre-release and discharge planning for continuing medical and
20 behavioral/mental health care, including medication, following release or transfer,
21 which may include relevant authorization for transfer of information, insurance, or
22 communication with community providers to ensure continuity of care; (ii)
23 participation in relevant programs upon return into the community to ensure
24 continuity of care; (iii) youth and family participation (if applicable and available);
25 (iv) cultural responsiveness, awareness and linguistic competence; (v) physical and
26 psychological safety; and (vi) traumatic stress and trauma reminders when
27 applicable. The County will ensure that a staff person responsible for coordinating
28 implementation is assigned for each youth and that relevant health care treatment

plan information is shared with youth supervision staff for the purposes of programming, implementation, and continuity of care, as allowed by law;

- (e) Implement multi-disciplinary teams, meeting at least twice per month, chaired by a senior health or mental health clinician to discuss complex case management that include partners from Probation, DMH, DHS, LACOE, and, as appropriate, the youth and family;
- (f) Develop a plan for sufficient mental health staff to be assigned to and integrated into Units to meet youths' needs on a 16-hour-a-day basis and available in the remaining hours to provide therapeutic interventions, including crisis de-escalation, to youth according to any identified behavioral health needs;
- (g) Ensure DMH, DHS, and Probation collaborate to reassess and update guidelines and protocols for the use of enhanced supervision, including other less-restrictive strategies to provide needed supervision of youth;
- (h) Ensure DMH, DHS, and Probation collaborate to maintain and revise as needed a process to identify youth with severe mental health, developmental, or medical needs, and to ensure youth receive the appropriate level of care and timely transport for outside services; and
- (i) Require DMH and DHS staff to cooperate with investigations into use of force incidents and to provide accurate reports regarding observed or reported use of force.

XII. EDUCATION, TRANSITION, AND AFTER-CARE

26. Within the timeframe set forth in the Detailed Plan, and as further described in the Detailed Plan:

- (a) The County will ensure that youth are immediately available for LACOE to conduct educational evaluations and enrollment, except when there is an immediate threat to the safety of the youth or others;

- 1 (b) The County and LACOE will work together to ensure that youth are being
2 immediately enrolled within 24 hours of arrival or the next regularly scheduled
3 school day;
- 4 (c) LACOE will continue to operate an Electronic System to document that youth are
5 transported for and receiving educational evaluation and instruction. LACOE will
6 make the Electronic System available to relevant County employees. LACOE and
7 the County will establish a process for timely and continuous review and analysis
8 of the aforementioned Electronic System data to assess for compliance and
9 implement subsequent remedial measures, as needed, to ensure compliance;
- 10 (d) LACOE will provide sufficient staffing to ensure that youth are enrolled in
11 educational instruction and receiving instruction within the period of time required
12 by law, and are provided with the required 240 minutes of education per day,
13 except when there is an immediate threat to the safety of the youth or others, or
14 unless LACOE authorizes an excused absence based on categories recognized by
15 state law;
- 16 (e) The County will ensure that all youth are timely transported to and attending class
17 on a daily basis, except when there is an immediate threat to the safety of youth or
18 others, or unless LACOE authorizes an excused absence based on categories
19 recognized by state law;
- 20 (f) The County will ensure that education services are provided in the classrooms by
21 LACOE and not in the day room on the living Units, except where necessary due
22 to a particularized and documented risk of harm;
- 23 (g) The County will maintain policies and training to ensure youth are not denied
24 school time as punishment for behavior outside of the classroom, and youth are
25 provided the opportunity for at least one hour of quiet time daily for the principal
26 purpose of engaging in reading, writing, and class or homework assignments;
- 27 (h) The County will maintain policies and training to ensure staff are aware of their
28 responsibility to ensure attendance at school;

- 1 (i) When youth refuse to go to school, the County will invite LACOE educators to
2 participate, and LACOE educators will participate, in a joint meeting to assess the
3 reasons for the youth's refusal and both the County and LACOE will make and
4 document efforts to send youth to the classroom that same day, except when there
5 is an immediate threat to the safety of the youth or others;
- 6 (j) LACOE will maintain policies and training to ensure: (1) services required in the
7 youth's Individualized Education Program or Individualized Program Plan
8 continue without interruption, except when there is an immediate threat to the
9 safety of the youth or others; (2) youth have access to quality, differentiated
10 instruction, books, tutoring, academic counseling, preparation for higher
11 education, and credit recovery during the school day, except when there is an
12 immediate threat to the safety of the youth or others;
- 13 (k) The party making the decision, either LACOE or the County, will document any
14 instances where education and education instruction has been denied due to an
15 immediate threat to the safety of the youth or others ("immediate threat"), along
16 with the facts supporting the decision that an immediate threat existed at the time
17 of the education denial and the amount of education instruction time denied during
18 the pendency of the immediate threat;
- 19 (l) LACOE will review and revise the orientation process during enrollment to ensure
20 meaningful receipt of education-related information by students and to develop a
21 preliminary education plan in accordance with California Code of Regulations,
22 title 15, section 1370, subdivision (e)(3);
- 23 (m) LACOE and the County will explore alternatives with the Education SME for
24 maximizing the number of youth assigned to school rooms based on their assessed
25 academic need, while taking into account identified safety and security needs, and
26 implement those recommendations agreed to by LACOE and the County;
- 27 (n) The County and LACOE will develop an education and transition plan that must
28 include needed academic and rehabilitation supports, and a plan for accessing

1 those supports upon the youth's return to the community, pursuant to Education
2 Code section 48647, for any youth detained in a Juvenile Hall for more than 20
3 consecutive schooldays;

- 4 (o) The County and LACOE will maintain a joint transition planning policy that
5 complies with the requirements of Education Code section 48647;
- 6 (p) LACOE will develop career exploration and/or job readiness curriculum programs
7 for youth over whom LACOE has jurisdiction;
- 8 (q) The County will provide regular access to the career exploration and/or job
9 readiness curriculum programs developed by LACOE, except when there is an
10 immediate threat to the safety of the youth or others. The County will also re-
11 assess its process for identifying and enrolling students who have graduated from
12 high school or who are otherwise not eligible for LACOE career exploration
13 and/or job readiness curriculum programs to ensure maximum enrollment in post-
14 secondary, career exploration, and job readiness programs offered by the County;
15 and
- 16 (r) The Attorney General, LACOE, and the County recognize that temporary
17 suspension of education for a limited duration may be necessary due to an act of
18 nature, such as a fire or earthquake, which is outside of human control.

19 27. Within the timeframe set forth in the Detailed Plan, and as further described in the
20 Detailed Plan jointly developed by the County and LACOE:

- 21 (a) LACOE and the County will create and implement a process for education staff
22 participation in a County multi-disciplinary team meeting, as defined in Paragraph
23 25(e), to discuss youth needs and treatment, and an assigned LACOE and/or
24 County staff member responsible for coordinating implementation;
- 25 (b) LACOE will define its responsibilities and duties with respect to the least
26 restrictive educational placement of youth with disabilities, the LACOE offer of
27 Free Appropriate Public Education and alternatives placements for students who
28 may need a more restrictive educational setting in accordance with law;

- 1 (c) LACOE and the County will establish a process for gathering information from
2 LACOE's Electronic System described at Section XII, Paragraph 26(c), to be
3 included in a monthly report detailing enrollment, attendance, and daily
4 educational minute information for youth placed in a Juvenile Hall for the prior
5 month, including the reasons provided for any loss of education and an
6 aggregation of educational minutes lost due to delays in enrollment, failure to have
7 a teacher for the class, and/or failure to timely transport youth to school on a daily
8 basis ("School Attendance and Enrollment Report"). The School Attendance and
9 Enrollment Report will redact identifying information for youth and set forth
10 proposed remedies and requests for immediate action to address any loss of
11 education to youth, including the number of total minutes of education time lost
12 for the month and any compensatory education services needed to make up for the
13 loss, the cost of compensatory services, and a proposed provider. To the extent
14 there is a dispute about whether LACOE or the County will fund the compensatory
15 education services, the dispute and any supporting documentation will be
16 submitted to the Education SME, who will make a determination, which will be
17 final and binding upon the parties, within 10 business days; and
- 18 (d) The School Attendance and Enrollment Report shall be provided to the County
19 Board of Education, the Attorney General, the Education SME, County Counsel,
20 and the POC 70 days after entry of this Judgment and to the same entities on the
21 day of the monthly mailing to the County Board of Education every month
22 thereafter.

23 **XIII. STAFFING, HIRING, AND TRAINING**

24 28. Within the timeframe set forth in the Detailed Plan, and as further described in the
25 Detailed Plan, the County will:

- 26 (a) Update the Probation recruitment plan(s) and materials to target candidates who
27 understand and support best practices in juvenile supervision, support, and services
28 and who have an interest in working with youth;

- 1 (b) Provide and maintain sufficient staffing to ensure youth receive programming,
2 recreation, exercise, outside activity, religious services, and visitation as required
3 by California Code of Regulations, title 15, section 1321 and this Judgment; and
4 are immediately available to LACOE for enrollment and evaluation, and timely
5 transported to and attending class on a daily basis;
- 6 (c) Outline and implement a training and policies and procedures notification process
7 for Probation staff assigned to Juvenile Halls, including but not limited to
8 Detention Services Officers, Senior Detention Services Officers, supervisors, and
9 managers, on the new policies and practices set forth and developed in accordance
10 with this Judgment. At minimum, the Detailed Plan for training will include: (1) a
11 method for providing notice and updates to relevant staff (i.e. directives, electronic
12 postings, etc.); (2) frequency of training, where applicable; (3) annual review of
13 training needs and effectiveness; and (4) the following training topics, as relevant
14 to job duties:
- 15 i. Conflict resolution and individual and crisis de-escalation;
 - 16 ii. Childhood and adolescent development and positive, developmental,
17 strength-based approach to treatment;
 - 18 iii. Age appropriate responses to youth conduct;
 - 19 iv. Disability and special education issues;
 - 20 v. Implicit bias and cultural competence;
 - 21 vi. Responses to trauma;
 - 22 vii. Restorative justice techniques;
 - 23 viii. Development and implementation of individualized treatment plans, as
24 described in Section XI, Paragraph 25(d); and
 - 25 ix. Facilitation of group activity.
- 26 (d) Outline its training for and/or notice to DMH and DHS staff on the updated
27 clinical policies and procedures set forth and developed in accordance with this
28 Judgment including training on trauma informed care and approaches; and

- 1 (e) Collaborate with LACOE to discuss which of the trainings in Paragraph 28(c) can
2 be coordinated or offered jointly to provide training to both County and LACOE
3 staff working in the Juvenile Halls.

4 29. Within 30 calendar days of entry of this Judgment, the Chief Probation Officer
5 will inform all employees at the Juvenile Halls in writing of the existing County policies that
6 establish requirements for attendance and on-time reporting to work, the existing consequences
7 for the failure to follow those policies, and how the failure to attend and arrive on-time impacts
8 other employees, climate, and facility conditions.

9 30. Within the timeframe set forth in the Detailed Plan, and as further described in the
10 Detailed Plan, the County, working in collaboration with the Monitor, will evaluate and
11 implement strategies using existing staff resources to address climate, staff attendance and
12 culture, and safety in the Juvenile Halls.

13 **XIV. OVERSIGHT AND GRIEVANCE SYSTEMS**

14 31. Within the timeframe set forth in the Detailed Plan, and as further described in the
15 Detailed Plan, the County will:

- 16 (a) Implement a revised grievance policy to provide: (i) additional avenues and means
17 for youth and families to submit grievances, including through secure online
18 portals; (ii) tracking of grievances for responses and appeals in compliance with
19 California Code of Regulations, title 15, section 1361, with oversight by OIG; and
20 (iii) a process for prompt review of and response to grievances alleging physical or
21 sexual abuse of youth and documentation of referral to the appropriate
22 investigating agency[ies];
- 23 (b) Revise youth orientation and parent handbooks in collaboration with youth to
24 provide any updated information about the grievance processes, the Office of the
25 Ombudsman, and other changes required by this Judgment and to ensure language
26 accessibility to non-English speaking youth and parents as required by law, and
27 create a process for timely dissemination to parents, guardians, and youth upon
28

1 entry into the Juvenile Hall, through Probation's website and, if available,
2 electronic mail;

3 (c) Ensure that grievance forms are consistently available in all Units and that youth
4 may access a grievance form without the need to request a form from staff; and

5 (d) During orientation and meetings on the Unit with youth, educate and remind youth
6 on how to access the grievance system and their associated rights.

7 **XV. COMPENSATORY SERVICES FOR YOUTH**

8 32. The Education SME has devised a formula to calculate the compensatory
9 education services to which Beneficiaries are entitled based on a random sampling of the
10 education-related records of no more than 15 youth detained at each Juvenile Hall (no more than
11 30 youth total) from January 1, 2018 through the date of the Judgment's execution and the
12 duration of the Beneficiaries' confinement at the Juvenile Halls. The factors the Education SME
13 evaluated included the frequency and duration of late arrival to class, the number of days a youth
14 was not enrolled in school and missed school after arriving at the facility, and other factors
15 necessary to determine the quantity of education hours not received, if any. Excused absences
16 pursuant to Education Code section 48202 were not included in the calculation. LACOE
17 provided the Education SME with the data and information necessary to conduct the random
18 sample.

19 33. Within 90 calendar days of the effective date of this Judgment, as further described
20 in the Detailed Plan:

21 (a) The County will use the formula established by the Education SME to calculate
22 the compensatory education service package for each Beneficiary, provide the
23 Education SME access to the records used to calculate each compensatory
24 education service package to verify the accuracy of the calculations, and provide
25 notice to the Beneficiaries of the award, which shall be approved by the Attorney
26 General, translated into Spanish, and sent to each Beneficiary indicating the
27 specific compensatory education service package to which they are entitled and
28

1 providing contact information for the third-party partner(s) that they can contact to
2 access the compensatory education services.

3 (b) The process will allow for the Beneficiaries to have two years from the date the
4 County mails and, if available, e-mails the notices to the Beneficiaries to use the
5 hours included in their compensatory education service packages, and thereafter,
6 any unused balance of hours included in the compensatory education service
7 packages for a Beneficiary will expire. This two-year period will be tolled for the
8 duration of any delay in provision of services to a Beneficiary that is solely
9 attributable to the County or the third-party partner(s) with whom they contract,
10 and the Beneficiary and the Education SME will promptly notify the County of
11 any issues related to interruption in services as soon as they are aware of such
12 issues. The process will include a toll-free hotline with operators who can provide
13 assistance in English and Spanish in place for a minimum of six months after
14 notices are sent to Beneficiaries to assist Beneficiaries with accessing the
15 compensatory services.

16 (c) LACOE will collaborate with the County and provide assistance with respect to
17 the County's duty to contract with qualified third-party partner(s) that utilize
18 research-based education interventions to satisfy the compensatory education
19 services for any Beneficiary. LACOE may assume the role of the contracting
20 agent for education entities for which LACOE already has or may have had
21 contracts in order to facilitate the process and ensure qualified third-party
22 partner(s) can provide services.

23 **XVI. DISPUTE RESOLUTION PROCESS**

24 34. It is the intent of the Parties to work collaboratively to address any disputes or non-
25 compliance with this Judgment. Unless a different timeframe is specified in this Judgment,
26 should a dispute arise or should a Party raise an objection, the Parties or the objecting Party will,
27 within 5 working days, initiate the meet and confer process in good faith. The parties will spend
28 no more than 10 working days to meet and confer. If after the 10 working days the Parties are

1 unable to reach resolution, the objecting Party may thereafter submit the matter(s) upon which
2 they disagree to the Court for further proceedings.

3 **XVII. MONITORING TEAM**

4 35. This Judgment will be overseen by a Monitor who will be provided timely access
5 to information and documents to ensure compliance with this Judgment and whose reasonable
6 costs and expenses, as set forth in Paragraph 37, will be paid by the County. The Monitor will
7 oversee conditions of confinement, as well as compliance with and implementation of this
8 Judgment. The Monitor will be assisted by two Subject Matter Experts (SME) who will evaluate
9 provisions related to their expertise and advise the Monitor. The first SME will be an expert in
10 the areas of behavioral health services and medical access (hereinafter, Health and Behavioral
11 Health SME). The second will be an expert in the area of education, educational transition and
12 after-care services, and career technical and post-secondary education programming in the
13 juvenile hall context (hereinafter, Education SME). The Monitor will be Michael Dempsey. The
14 Health and Behavioral Health SME will be Renée Marquardt. The Education SME will be Peter
15 Leone. The Monitor, in consultation with the appropriate SME, will review and approve the
16 policies, procedures, and protocols specified in the substantive provisions of this Judgment and
17 the Detailed Plan.

18 36. The Monitor and Health and Behavioral Health SME will be selected by mutual
19 agreement of the Parties. The Education SME will be selected by mutual agreement of the Parties
20 and LACOE.

21 37. The total costs for the Monitor, SMEs, and any specialized experts or others to be
22 paid by the County will not exceed \$500,000 for the first year, and \$375,000 for the second year
23 and each year thereafter. Costs for the Education SME will be divided equally between the
24 County and LACOE for the first three years and paid solely by the County for the fourth year and
25 any year thereafter. The Monitor will provide a justification for exceptional circumstances that
26 require additional expenditure of funds. In such case, the Monitor will provide the Parties with a
27 written request for the additional funds at least 14 calendar days prior to expenditure. The Parties
28 will have 14 calendar days to object in writing to such expenditure, or as extended by agreement

1 of the Parties. If no Party objects, the County will approve the additional expenditure. If a Party
2 objects, the Parties will engage in the dispute resolution process described in Section XVI of this
3 Judgment.

4 38. In the first year, the Monitor or a SME will visit each Juvenile Hall a minimum of
5 12 days. In the second year and each year thereafter, the Monitor or a SME will visit each
6 Juvenile Hall a minimum of seven days. The Monitor will coordinate with the SMEs to
7 determine whether one or more members of the team will attend each visit and may subcontract
8 with specialized experts to assist in the monitoring duties with pre-approval from the Parties. To
9 the extent the Monitor, in his or her sole discretion, seeks assistance with data analysis, document
10 review, or report writing, the Monitor will obtain assistance from Kelly Dedel unless another
11 individual is approved by the Parties. Any assistance provided by Dr. Dedel, or any other expert,
12 will not supplant the Monitor's responsibilities under this Judgment, which are his or hers alone.
13 Only the Monitor can determine the County's compliance with the substantive provisions of this
14 Judgment, except as provided in Paragraph 58. The Parties will have 14 calendar days to object
15 for cause in writing to the subcontracting of experts, or as extended by agreement of the Parties.
16 Should a Party object to the Monitor's selection of a specialized expert, the Parties will engage in
17 the dispute resolution process described in Section XVI of this Judgment. Any subcontracts will
18 not serve to increase the total costs in Paragraph 37 absent mutual agreement.

19 39. The Monitor, SMEs, and their staff, if any, will be permitted to initiate and receive
20 ex parte communications with all Parties.

21 40. If at any time the Monitor or SMEs are no longer able to serve, they will inform
22 the Parties in writing as soon as possible prior to ending services. Within 14 calendar days of
23 receiving notice, the Parties will meet and confer regarding a replacement. The replacement will
24 be selected by mutual agreement of the Parties no later than 60 calendar days after written notice
25 is received, or as extended by agreement of the Parties. If a Party objects, the Parties will engage
26 in the dispute resolution process described in Section XVI of this Judgment.

27 41. Should all Parties agree that the Monitor, a SME, or a member of their staff, if any,
28 has exceeded his or her authority or is not fulfilling his or her duties in accordance with this

1 Judgment, the Parties may replace the Monitor, a SME, or staff person, if any, using the process
2 in Paragraph 40. After good faith attempts to resolve such issues informally, the Parties may also
3 agree to remove the Monitor, a SME, or any member of their staff, if any, for good cause, which
4 may include: gross neglect of duties; willful misconduct; inappropriate personal relationship with
5 a Party, any Party employee, or youth; conflicts of interest; any criminal conduct; or any
6 significant violations of security protocols during the pendency of this Judgment.

7 42. LACOE is considered a Party for purposes of implementing Paragraphs 40 and 41
8 as they pertain to the replacement of the Education SME.

9 43. For the duration of this Judgment and a period of five years following its
10 termination, unless such conflict is waived in writing by all Parties, the Monitor, SMEs, and their
11 staff, if any, will not accept any new employment or retention for consulting services regarding
12 alleged actions or inactions by the County or any County employee, including being retained (on
13 a paid or unpaid basis) by any current or future litigant or claimant, or such litigant's or
14 claimant's attorney, in connection with a claim or suit against the County or its departments,
15 officers, agents, or employees.

16 **XVIII. REPORTS**

17 44. The County will produce documents as permitted by this Judgment and identified
18 in the Detailed Plan on a quarterly basis. The Attorney General and the Monitor may make
19 reasonable requests to the County for supplemental information when necessary to assess
20 compliance with a provision of this Judgment. The County will furnish such information within a
21 reasonable time, not to exceed 10 working days, unless exceptional circumstances exist, the
22 response to the request is unusually voluminous, or another date is agreed upon by the Parties.

23 45. The Monitor will provide the Parties with a report on the status of compliance with
24 the Judgment on a quarterly basis during the first two years following the entry of this Judgment.
25 During the first two years, these reports shall consist of two full reports and two status updates,
26 which shall be alternating. The status updates will report on progress meeting the actions as
27 specified in the Detailed Plan, including steps completed, and provide direction regarding steps
28 needed for timely implementation of substantive provisions. The two full reports will include any

1 other recommendations, directions, evidence, data, or information that the Monitor deems
2 necessary to include related to each of the substantive provisions in the Judgment. After the two
3 years, the Monitor will provide reports on a semi-annual basis until termination of the Judgment.
4 The reports will include a finding of Substantial Compliance, Partial Compliance, or Non-
5 Compliance on each substantive provision of this Judgment. For any provision with a finding
6 other than Substantial Compliance, the Monitor will provide detailed written direction, consistent
7 with this Judgment and Detailed Plan, to the County to achieve Substantial Compliance. At least
8 60 days before the anticipated filing of each report, the Monitor will provide the Parties with a
9 draft copy and a reasonable opportunity to respond within 30 days. The Monitor will consider the
10 Parties' responses and make appropriate changes before submitting a final report to the Parties.

11 46. The Monitor will provide the Parties and the Board of Supervisors with a semi-
12 annual confidential informational report regarding staffing, including day-to-day staffing ratios,
13 attendance, and hold-overs, in the Juvenile Halls and any resulting impacts on the County's
14 ability to achieve Substantial Compliance with this Judgment.

15 47. For any substantive provision subject to review or oversight by the POC or OIG as
16 delineated herein, the Monitor's compliance role will be focused on reviewing the reports
17 provided by such agencies as described in this Judgment. If the Monitor disagrees with any of
18 POC or OIG findings, the Monitor may conduct his or her own assessment pursuant to the
19 Detailed Plan.

20 **XIX. CONFIDENTIALITY**

21 48. Other than as expressly provided in this Judgment, the Monitor, the SMEs, their
22 staff, if any, and the Attorney General will maintain confidential all, and will not distribute or
23 disclose any, non-public information provided by the County and/or any report(s) produced
24 pursuant to this Judgment, including reports produced pursuant to Section XVIII above, unless
25 ordered by the Court or otherwise required by law. This Judgment will not be deemed a waiver
26 of any privilege or right the County may assert, including those recognized at common law or
27 created by statute, rule, or regulation, against any other person or entity with respect to the
28 disclosure of any document or information.

1 49. Except as required by the terms of this Judgment, an order from the Court, or the
2 express written agreement of all Parties, the Monitor, SMEs, and their staff, if any, will not make
3 any public or press statements (at a conference or otherwise), issue findings, offer expert opinion,
4 or testify in any other litigation or proceeding regarding any matter or subject that he or she may
5 have learned as a result of his or her performance under this Judgment. If the Monitor, SMEs, or
6 their staff, if any, receives a subpoena, he or she will promptly notify the Parties and thereafter
7 advise the subpoenaing court of the terms of this Judgment.

8 50. The Monitor, SMEs, and their staff, if any, are not a State, County, or local
9 agency, or an agent thereof, and accordingly, are not subject to the Public Records Act (Gov.
10 Code, § 6250 et seq.). If the Monitor, SMEs, or their staff, if any, receives a request for
11 inspection of their records related to this Judgment, he or she will not produce the records and
12 promptly notify the Parties of the request.

13 51. In the event either Party or the Monitor files documents with the Court, any
14 documents covered by the protective order filed concurrently with this Judgment or otherwise
15 required to be filed under seal by court rules, will be filed under seal.

16 **XX. ACCESS**

17 52. Unless an exigent circumstance, such as a natural disaster or medical quarantine,
18 occurs that necessitates a short delay, the Attorney General, the Monitor, and the SMEs will have
19 prompt access to the following to assess implementation with this Judgment:

- 20 (a) Access to the grounds of the Juvenile Halls including the ability to observe living
21 units, programming, movement to and from classes and activities, and classes and
22 activities;
- 23 (b) After reasonable notice, ability to talk with, consult with, and interview
24 supervisory and line staff. All such staff will be informed that their participation is
25 voluntary and that they will have the option to request the presence of a person of
26 their choice;
- 27 (c) Ability to interview youth detained at the Juvenile Halls individually, with
28 Probation responsible for timely notifying the Public Defender, Alternate Public

Defender, and Independent Juvenile Defender Panel's offices. Youth shall be informed that their participation is voluntary. Youth represented by individual private counsel will not be interviewed without consent of the individual private counsel;

(d) Access to those portions of juvenile case files that directly relate to the County's implementation of and compliance with this Judgment, as permitted by law;

(e) Access to records and logs including, but not limited to, daily log books and schedules, training schedules, and any similar data or documents that may replace these documents, as permitted by law; and

(f) Access to County records and reports from Probation including, but not limited to, incident reports, physical intervention, supplemental intervention, or special or security incident reports, internal affairs reports, investigation documents, FIRST and any similar committee reports, video recordings, and grievance procedure documents, as permitted by law.

53. The Health and Behavioral Health SME will have access to observe individual behavioral health or health treatment sessions that directly relate to the County's implementation of and compliance with this Judgment, only with the express permission of the youth and/or the youth's parent or guardian as required by law.

54. The Health and Behavioral Health SME, who is a licensed medical provider, will be permitted to observe group facilitation and therapy sessions for the purpose of advising DMH staff and providing technical assistance and direction with reasonable notice in advance.

55. The Health and Behavioral Health SME will have access only to de-identified health records for purposes of assessing compliance with this Judgment, unless there is a particularized need related to an individual youth.

XXI. TERMINATION OF JUDGMENT

56. Upon the Monitor's conclusion that the County has achieved and maintained Substantial Compliance with any substantive provision(s) of this Judgment for a period of 12 consecutive months ("Compliance Period"), that provision will be deemed completed and the

1 Monitor will no longer assess or report on that provision. Where the Monitor concludes that the
2 County has achieved and maintained Substantial Compliance with a substantive provision of this
3 Judgment, as described immediately above, at one Juvenile Hall but not another, the Monitor will
4 no longer assess or report on that provision for the Juvenile Hall where Substantial Compliance
5 has been achieved.

6 57. The Monitor will determine Substantial Compliance based on the County's
7 performance as described in the Detailed Plan. Alternatively, the Monitor may determine that the
8 County has achieved Substantial Compliance when the overall objectives of this Judgment have
9 been met, even where the specific requirements of substantive provisions of this Judgment may
10 only be in partial compliance.

11 58. If a Party objects to the Monitor's determination as to whether the County has
12 achieved Substantial Compliance, the Parties shall engage in the dispute resolution process
13 described in Section XVI of this Judgment.

14 59. This Judgment and the Court's jurisdiction will automatically terminate four years
15 after the effective date of this Judgment, unless the County has not achieved Substantial
16 Compliance for any substantive provisions of this Judgment. For those provisions, the Monitor
17 will meet with the parties semi-annually to discuss what is necessary to achieve Substantial
18 Compliance. After such meeting, the Monitor will provide a written report to the Parties
19 providing clear direction on remaining obligations, consistent with this Judgment.

20 **XXII. DEFENDANTS' INDEPENDENT OBLIGATIONS**

21 60. Each of the respective Defendants to this action, LACOE and the County, shall not
22 be liable for, and no enforcement action pursuant to this Judgment shall lie against, either
23 respective Defendant for an alleged failure by the other Defendant to comply with this Judgment.
24 For any provision under this Stipulated Judgment or in the Detailed Plan that requires the County
25 to rely on LACOE's obligations for performance, the County cannot be held liable for, and no
26 enforcement action pursuant to this Judgment shall lie against the County, for LACOE's failure to
27 perform its obligations under that provision. If LACOE is no longer under the jurisdiction of the
28 Court in its Stipulated Judgment with the Attorney General's Office in this matter, the County

1 cannot be held liable for, and no enforcement action pursuant to this Judgment shall lie against
2 the County, under those provisions in which LACOE's participation is required or necessary for
3 the County to perform in the County's Stipulated Judgment or in the Detailed Plan, and which
4 LACOE is failing to perform. The failure of any respective Defendant to perform its obligations
5 under this Complaint and the Judgments or the Order entered herewith shall not impact the full
6 force and binding effect of this Judgment as it relates to any Party. No Defendant will be held
7 liable for any aspect of the performance, or lack of performance, by any other Defendant of the
8 other Defendants' obligations under this Judgment.

9 **XXIII. SUCCESSORS AND ASSIGNS**

10 61. The provisions of this Judgment will apply to the County, including the Probation
11 Department, DMH, and DHS, as well as their successors, directors, officers, employees, agents,
12 and assigns, which or who may oversee, direct, treat, or supervise youth in the Juvenile Hall(s).

13 **XXIV. JURISDICTION OF THE COURT, IMPLEMENTATION, AND ENFORCEMENT**

14 62. This Judgment is enforceable only by the Parties. No person or entity is intended
15 to be a third-party beneficiary of the provisions of this Judgment for purposes of any civil,
16 criminal, or administrative action, and accordingly, no person or entity may assert any claim or
17 right as a beneficiary or protected class under this Judgment.

18 63. Nothing in this Judgment limits the powers vested in the Attorney General by the
19 California Constitution and state statutory law, including Government Code section 11180 et seq.,
20 to oversee and enforce any California laws and regulations, which he or she may use to monitor
21 the County's compliance with the terms of this Judgment.

22 64. Unless otherwise provided in a specific provision of this Judgment, the
23 implementation of this Judgment will begin on the Effective Date.

24 65. The Attorney General and the County may jointly agree to make changes,
25 modifications, and amendments to the Judgment in writing, and changes the Parties deem to be
26 material revisions will be effective after a joint motion is filed by the Parties with the Court.
27
28

1 66. Any time limits for performance imposed by the Judgment and/or Detailed Plan
2 may be extended by the mutual agreement, in writing, of the Attorney General and the County,
3 and/or by order of the Court for good cause shown.

4 67. The Parties agree to defend the provisions of this Judgment. The Parties will
5 notify each other of any court or administrative challenge to this Judgment.

6 68. The Court retains jurisdiction to enforce the portions of this Judgment, which have
7 not already been deemed completed as described in Section XXI, Paragraphs 56 and 59 of this
8 Judgment, for the purpose of enabling any Party to the Judgment to apply to the Court at any time
9 for such further orders and directions, as may be necessary or appropriate, for the interpretation or
10 the carrying out of this Judgment, for the modification of any of the injunctive provisions hereof,
11 for enforcement of compliance herewith, and for violations hereof, if any.

12 69. Nothing in this Judgment alters the requirements of federal or state law. It is the
13 intent of this Judgment to align with such relevant laws. To the extent laws cited in this Judgment
14 change to provide additional protections for youth or to prohibit the County from complying with
15 any provision of this Judgment, this Judgment should be modified by the Parties in accordance
16 with the new law.

17 The clerk is ordered to enter this Judgment forthwith.

18 DATED: 01/21/2021



Maureen Duffy-Lewis

JUDGE OF THE SUPERIOR COURT

Maureen Duffy-Lewis / Judge