UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

James and Lorie Jensen, as parents, Guardians and next friends of Bradley J. Jensen, *et al.,*

Plaintiffs

v.

Minnesota Department of Human Services, an agency of the State of Minnesota, *et al.,*

Defendants

Civil No. 09-1775 (DWF/FLN)

MONITOR'S RESPONSE TO COURT'S JANUARY 23, 2013 LETTER (Dkt. 196)

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Independent Consultant and Monitor

February 4, 2013

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EXECUTIVE SUMMARY

- The parties did not fully respond to the Court's requests. Plaintiffs propose adjustments to the monitoring process; Defendants make no proposals on monitoring, except to oppose Plaintiffs' as too intensive.

- Defendants have not yet put sufficient shoulders to the *Jensen* wheel. No implementation plan exists, although the Court and Monitor have stated the need for a plan. Defendants' Status Report does not have sufficient detail to allow one to focus on what must be done to achieve compliance.

- Defendants have not established a workgroup dedicated to *Jensen* and with authority to move compliance forward. The absence of such a workgroup, which the Monitor has informally suggested repeatedly, hampers compliance and increases monitoring cost.

- Defendants are in non-compliance with Transition Planning, abuse investigation, staff training, third party experts, and other Settlement Agreement requirements. Given the current state of affairs, and the delays in the *Olmstead* Plan and Rule 40 processes, *it appears that an extension of the December 31, 2013 jurisdiction date will probably be necessary.*

- The Monitor's review process should now focus on compliance reporting and enforcement, rather than the mediation-oriented approach undertaken by the Monitor for six months. This refreshed approach is consistent with the appointment Order of July 17, 2012. There is no need for delay or for a new definitional order. *The Monitor generally agrees with the improvements suggested in Plaintiffs' letter.*

- It is important to keep the Order of July 17, 2012 in place. It serves as a foundation for any future orders on monitoring and compliance; it sufficiently specifies a basis for appointment of a judicial adjunct and the authority of the adjunct.

- The Court has undoubted discretion to set and allocate monitoring costs. Defendants' unexplained $100,000 budget for monitoring is not workable. A realistic budget cap option is proposed.

The challenge to each of the parties, the lawyers, and, yes, the Court, is to now carry out that same passion, spirit, and intent of the Settlement Agreement in order for the Settlement Agreement to amount to more than mere words, and so that the large number of individuals with disabilities will truly benefit from the Settlement Agreement. The Court is certain that all parties agree that justice requires that we do so.

Order of December 20, 2012 at 10 (Dkt. 188)

I. Introduction

The Court requested the parties to submit "any recommendations or observations you wish to make about the current state of affairs, with or without proposals, including issues of compliance or noncompliance." (Court's January 23, 2013 letter, Dkt. 196).

Plaintiffs respond with a detailed proposed process for continued compliance investigation by the Monitor, accountable to the Court, with adjustments to the current reporting and meetings mechanisms, and subsuming the settlement's External Reviewer role into an "Independent Court Reviewer" (or another title selected by the Court) designation. (Letter of January 29, 2013).

Defendants disagree with Plaintiffs but make no proposals at all regarding the monitoring process. Defendants' only proposal is that the budget be limited to $100,000, invoiced monthly. "DHS agrees to pay if so ordered by the Court." (Letter of January 30, 2013).

The parties do not present any agreements for amendments to the Settlement Agreement.

II. The Parties Do Not Address the Current State of Affairs, Compliance or Non-compliance, nor Did the Defendants Provide an Implementation Plan.

A. The Parties Do Not Address the Court's Requests

The parties say nothing about "the current state of affairs, including issues of compliance or noncompliance," as requested by the Court. (January 23, 2013 letter, Dkt. 196).

Similarly, the parties do not provide an "an implementation plan that would include tasks, deadlines, persons responsible, possible amendments to extend the jurisdiction of the Court for an additional period of time, etc., consistent with our discussions on December 11th." (Court's January 9, 2013 letter, Dkt. 192). *See* Order of December 20, 2012, at ¶1.h-j (identification of persons responsible, deadlines, tasks, status of compliance).

B. The Monitor's Comments on the Current State of Affairs

The parties ignore the Court's requests on the current status. In light of that, and Defendants' hesitancy regarding the cost and extent of monitoring, the points below focus on selected areas of deficiency and non-compliance.

This is not a complete list. The absence of a monitoring budget, and the consequent inability of the monitor to retain subject matter consultants, results in emphasis

here on a sample of compliance concerns which clearly appear on the surface of the record.[1]

Simply put, Defendants have not yet put sufficient shoulders to the *Jensen* wheel.

> **Absence of an Implementation Plan.** A multi-faceted project, especially one comprising complex systems change, is most effectively brought to fruition through an implementation plan. No plan exists, although the Court and Monitor have stated the need for a plan.[2]
>
> **Urgency**. Prior to the December 11, 2012 Status Conference, the Monitor urged that "Defendants' efforts must be undertaken – and maintained – with urgency."[3] The Monitor has not seen evidence of that urgency.
>
> **Defendants' Status Report** does not have sufficient detail to allow one "to focus on what is done, not yet done, and the like."[4]
>
> **Transition Planning.** Transition Planning is "fundamental to the systems change requirements in the decree."[5] As of the November 2012 parties' meeting, no specific action had been taken to implement this section.[6] Defendants do not expect "full implementation" of the still-incomplete transition planning process until March 31, 2013.[7]
>
> **Defendants' Self-report Absence of Compliance**. Defendants' January 17, 2013 Status Report shows multiple major obligations on which they are not yet in compliance. For some, Defendants are in the process of creating or revising policies or processes. For others, they have only recently established a policy or process. The crucial *Olmstead* Plan will not be delivered until at least November, 2013. The Rule 40 modernization cannot begin until the Department processes and approves changes after review of the Rule 40 Committee recommendations.

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[1] In addition, the Monitor awaits Defendants' response to requests for documents which the Monitor issued January 23 and 25, 2013.

[2] Obviously, the mandated status reports are not, and were not intended to be, an implementation plan.

[3] *Memorandum to the Court Regarding December 11, 2012 Status Conference* (Nov. 29, 2012) at 3, Dkt 186 ("Memorandum").

[4] *Op. cit. Memorandum*, n. 2. at 4.

[5] *Memorandum* at 6.

[6] *Id*. at 7 (Defendants were "*urged to move vigorously on the Transition Planning requirements*," including "*much coordination with private providers, the counties and other actors in the system*." (emphasis in original)).

[7] Defendants' January 17, 2013 *Status Report* at 40 (Dkt. 193) ("Status Report").

Failure to Investigate Sexual Assault Allegation. A November 15, 2012 female Cambridge client's report of a sexual assault by a male client was not fully investigated by Cambridge; Cambridge recommended against further investigation.

Staff Training Deficiencies Not Fully Remedied. The deficiencies in Cambridge staff training identified by the Monitor have not yet been fully remedied.[8]

Third Party Experts. The Department does not yet have in place the third party experts to promptly review use of emergency restraint.

III. Monitoring Process

Six months after appointment of the Monitor, it is time to focus the review process on compliance reporting and enforcement, rather than the mediation-oriented approach undertaken by the Monitor thus far.

This intensified approach is consistent with the mandate in the Order of July 17, 2012 (Dkt. 159) appointing the Independent Consultant and Monitor, the Court's emphasis in that order and the Order of December 20, 2012 (Dkt. 188), on its obligation to the public and the settlement's beneficiaries.

Because the Monitor can proceed immediately under current orders, there is no need for delay or for a new definitional order.

A. Background

The Monitor was appointed, in part, due to Defendants' non-compliance during the first six months of the decree. More than six months after the settlement's adoption, the Court concluded that Defendants were in non-compliance with identified requirements and, for that reason (as well as the need to manage and oversee compliance), the Court appointed its "independent consultant and monitor" regarding implementation. Order of July 17, 2012 (Dkt. 159).

As directed by the Court, Mr. Ferleger approached his responsibilities in a "non-adversarial" manner,[9] and convened monthly parties' meetings in September, October and November, 2012, seeking to foster agreement and to expedite progress in compliance.

At this point, it is the Monitor's judgment that the monthly parties' meetings are not particularly productive and may in some respects be counter-productive. The large-

[8] *First Quarterly Report* at 12-19 (Oct. 22, 2012) (Dkt. 175). *Cf. Status Report* at 43-47 and Ex. 117.

[9] Order of July 17, 2012 at 5 (Dkt. 159).

group format is not conducive to revising intricate texts, compromise, or for conclusive action.[10]

B. Withdrawal of the Incremental Release Construct

The Monitor suggested to the parties early on that there be a process for incremental release of specific evaluation criteria from active judicial oversight, subject to reinstatement if there was backsliding.[11] The parties' initial agreement to that approach has evaporated.[12] The Monitor therefore withdraws that suggestion, subject to its being raised again by the parties, the Monitor or the Court.

C. Agreement with Plaintiffs' Suggested Monitoring Process

The Monitor generally agrees with the improvements suggested in Plaintiffs' January 29, 2013 letter. Recognizing that the External Reviewer's role can be subsumed within the Monitor's responsibilities under the Order of July 17, 2012 does not require amendment of that Order or that the title be changed (a title change might be misinterpreted as a reduction in the Court's commitment to independent compliance verification).

The Monitor will conduct on-site compliance reviews, with consultants where appropriate. All evaluation criteria will be addressed in the reviews. The Monitor will sequence and target specific requirements based on criteria such as their importance, relevance to immediate client health and safety concerns, readiness for review as reported by the parties, and other factors. Reports will be filed at least quarterly. Reports and recommendations will be filed at least quarterly. Of course, I will remain available to the parties, and will meet with parties to seek to resolve disputes when appropriate. (Status conference participants are up to the Court).

It is important to keep the Order of July 17, 2012 in place. It may serve as a foundation for any future orders on monitoring and compliance; it sufficiently specifies a basis for appointment of a judicial adjunct and the authority of the adjunct.

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[10] Definitively resolving disputes can take a backseat to iterations and re-iterations of prior discussions and drafts and re-drafts of previously hashed-over material.

[11] *See First Quarterly Report to the Court* at 7-8 (Oct. 22, 2012) (Dkt. 175).

[12] The parties did not object to the proposed Compliance Certification Process included in the Monitor's *First Quarterly Report*. Defendants requested release of certain requirements on December 6, 2012, and in their January 17, 2013 *Status Report* state their intention to request release of all other evaluation criteria during coming months. *See also*, Letter to Court from Anne Barry, Assistant Commissioner, DHS, dated November 27. 2012, and its attached chart, *Timetable for Compliance Evaluation by Independent Consultant/ Court Monitor*. Plaintiffs today do not agree to the incremental release concept; Defendants have declined to confirm their incorporation of the concept.

IV. Monitoring Cost

Central to consideration of monitoring cost is that it is essentially in Defendants' hands. The sooner Defendants bring themselves into compliance, the sooner monitoring costs decrease and end.

Defendants object to Plaintiffs' proposed monitoring process because "it would do nothing to address the substantial budget proposed by Mr. Ferleger." Defendants propose an impenetrable "all-inclusive" $100,000 annual budget.

There are several defects in Defendants' position:

- Defendants' alacrity (or lack of it) in achieving compliance will govern the monitoring cost. The proverbial keys are in Defendants' pocket.

- It was Defendants' non-compliance which triggered the need for an independent monitor, together with the other reasons cited by the Court. Order of July 17, 2012. Non-compliance continues today.

- Defendants' number is arbitrary. A budget must be driven by the activities which it is intended to support. Defendants provide no basis for the $100,000 number. A number is not a budget.

- Unlike similar cases nationally, Defendants have not (yet) established a workgroup dedicated to *Jensen* and with authority to move compliance forward. The absence of such a workgroup, which the Monitor has informally suggested repeatedly, hinders compliance and increases monitoring cost.

Defendants' letter states they will pay the costs ordered by the Court; Defendants thus recognize that the Court has discretion in allocating the monitor's costs to Defendants.[13] The invoices have been conservative and they have not been

[13] *See, e.g., Newton v. Consolidated Gas Co.*, 259 U.S. 101, 105 (1922***);*** *Hart v. Community Sch. Bd.,* 383 F. Supp. 699, 767 (E.D.N.Y. 1974) (holding that court had broad discretion to allocate to the defendant whose action necessitated the school desegregation suit the costs of the master and his required supportive services), *aff'd*, 512 F.2d 37 (2d Cir. 1975. Here, the circumstances necessitating the monitor's appointment and the compliance shortcomings since the settlement was approved, the relative resources of the parties, and the nature of the case, all counsel allocating the monitorship cost to DHS. A district court does not abuse its discretion by taxing the losing party, a state, with the full share of the special master's fee. *Gary W. v. Louisiana*, 601 F.2d 240, 246 (5th Cir. 1979); *Alberti v. Klevenhagen*, 46 F.3d 1347, 1363-1364 (5th Cir. Tex. 1995) (monitoring of consent decree and remedial plan regarding overcrowding of county jails).There continues to be no question that the appointment of an external compliance reviewer is necessary to the fulfillment of public purposes of the settlement agreement which was adopted as an order of the court; the settlement itself contemplated an external reviewer. *See Reed v. Cleveland Board of Education*, 607 F.2d 737, 743 (6th Cir. Ohio 1979) (addressing systemic relief including institutional financing and administration to secure compliance with the law: "In order to accomplish these ends with fairness to all concerned a

questioned by either party.[14]

The Court need only set a budget *cap*, based on a reasonable estimate. Actual cost will depend on time and expenses incurred and invoiced. This is one option:

BUDGET ESTIMATE FOR BUDGET CAP • Cost Based on Invoices / Expense Actually Incurred

Monitor	
Fees: Avg. 4 days/mo. site visits (4 days x 10 hrs/day x $225)	108,000
Travel expense (14 trips: $700 airfare plus 4 days per diem at $192)	16,712
Quarterly Report writing (4 reports, 35 hours each)	27,000
Document review, analysis, communication (25 hrs/mo.)	67,500
Miscellaneous (out-of-pocket, printing, etc.)	5,000
Assistant to the Monitor	
Data analysis, document review ($120/hr, 15 hrs/mo.)	21,600
Average 3 days per month for site visits (3 days x 10 hrs/day x $225 x 12)	43,200
Travel expense (10 trips: 5700 airfare plus 4 days per diem at $192)	13,912
Editing/drafting (4 hrs/mo.)	5,760
Monitor Total	**308,684**
Specialized Consultant Reviews	
Rule 40 modernization; restraint use (1 person - Ph.D. behaviorist)	11,000
Cambridge & successors, services/treatment (2 - 3 person team)	19,800
Transition Planning (1 person)	10,000
Olmstead Plan & implementation (4 person team)	35,000
PRN medication for behavior control (1 person - MD)	13,000
Specialized Consultant Review Total	**88,800**

Based on the Monitor's hands-on experience in this role, and his knowledge of the field, and the activities necessary for compliance review of this systemic injunction, Defendants' $100,000 amount is without doubt insufficient for sufficient review of compliance.

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judge in equity has inherent power to appoint persons from outside the court system for assistance."); *Bothwell v. Republic Tobacco Co.*, 912 F. Supp. 1221, 1226 (D. Neb. 1995) ("in seeking to administer justice and bring about a fair and just result, a court must sometimes exercise its inherent power to appoint individuals to act as "instruments" of the court."

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[14] The hourly rate is half the Monitor's usual hourly rate. Lodging and food are charged at the District's juror's per diem rate. Many activities are billed at "No Charge." Travel time is not charged. Overhead is not charged.

V. Conclusion

With the hope that, for the benefit of the individuals whose lives will improve as a result of the changes contemplated by the settlement agreement, the Court's Independent Consultant and Monitor respectfully submits this response to the parties' letters.

Respectfully submitted,

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Independent Consultant
and Monitor

Date: February 4, 2013

O'MEARA LEER WAGNER KOHL
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January 29, 2013

VIA CHAMBERS EMAIL WITH PERMISSION
The Honorable Donovan W. Frank
United States District Court - District of Minnesota
Warren E. Burger Federal Building
316 North Robert Street
St. Paul, MN 55101

Re: Jensen et al v. Minnesota Department of Human Services et al
Court File No: 09-CV-1775 DWF/FLN
Our File No.: 7400-001

Dear Judge Frank:

On behalf of the Settlement Class, we respond to the Court's January 23, 2013, letter [Doc. No. 196] as clarified during the January 24, 2013, chamber's conference.

The parties continue to work toward a consensus on the terms of a Stipulation governing amendments to the Settlement Agreement. We hope to have that completed and sent to the Court in the next few days.

With regard to the External Reviewer, Settlement Agreement Section VII.B., the Court, in its Order dated July 17, 2012 [Doc. No. 159] appointed Mr. David Ferleger as an Independent Court Monitor as DHS is unable to meet the Settlement Agreement requirement for the External Reviewer. *Id*. This situation has led to ongoing discussions between the parties to have Mr. Ferleger serve as the External Reviewer. To avoid any duplication between Mr. Ferleger's role as the External Reviewer and his role as Independent Court Monitor, the Settlement Class, after consulting with the consultants, proposes that Mr. Ferleger's role as the Independent Court Monitor be eliminated and subsumed within an expanded External Reviewer role, titled "Independent Court Reviewer," or another title selected by the Court, which includes monitoring DHS compliance with the entire Settlement Agreement.

Consistent with the Settlement Agreement, Section VII.B., Mr. Ferleger would submit quarterly reports to the Court on specified dates, and provide the draft report to the parties for review and comment no later than 15 days prior to filing the report with the Court. The report would cover the operations of the Facility (MSHS-Cambridge) and whether the Facility is operating consistent with the terms of the Settlement Agreement and best practices. In this role, Mr. Ferleger would perform an independent investigation of the operations of the Facility and not rely on information or conclusions obtained from DHS. Whether Mr. Ferleger continues to ask

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that DHS submit a bi-monthly report would be left to his discretion, however, we do not believe DHS reports should be submitted to the Court, only the reviewer's quarterly reports.

In addition, it is critical that Mr. Ferleger's new proposed role as an "Independent Court Reviewer" also include investigation and reporting, in the same quarterly reports to the Court, concerning DHS and the State's compliance with the entire Settlement Agreement and not just those provisions related to the Facility. This position is shared by the Settlement Class consultants who have been working closely with the parties throughout extensive settlement negotiations prior to the Court's December 2011 approval of the Settlement Agreement and throughout comprehensive meetings and dialog to date concerning implementation and compliance with the Settlement Agreement.

The Settlement Class believes that Mr. Ferleger should not have the authority to release DHS from any Settlement Agreement provision or from judicial oversight, conduct or preside at hearings, or convene monthly meetings of the parties. His primary role is to investigate and issue a single report each quarter with prior notice to the parties. The investigation should include periodic site visits to the Cambridge Facility and interviews of facility residents, families, staff and leadership, as well as staff and leadership in other DHS/State offices having bearing on compliance with the Settlement Agreement. While Mr. Ferleger may consult with Class counsel and the expert consultants his focus should be on investigating and independently verifying and reporting to the Court on DHS/State compliance with the Settlement Agreement. His review should cover all Settlement Agreement provisions including but not limited to review of the progress of the *Olmstead* and Rule 40 process pursuant to the Settlement Agreement and work product from those areas. Apart from Mr. Ferleger's quarterly reports, the Court should retain all authority on the issue of compliance. Clear instruction and guidance is vital to focus the work of the reviewer on issues of compliance, minimize cost and avoid confusion.

DHS should halt any further reporting to the Court and promptly submit requested information to Mr. Ferleger. DHS should be allowed to challenge any objectionable billing from the reviewer.

In further efforts to facilitate ongoing dialog involving the spirit and intent of the Settlement Agreement, the Settlement Class proposes that the parties begin meeting on a monthly, volunteer, basis to include counsel, Deputy Commissioner Anne Barry and other professionals (*e.g.*, DHS division/subagency leaders) as necessary. The monthly meetings would continue to be held only if both parties believe them to be beneficial. Consultants Roberta Opheim and Dr. Colleen Wieck would be invited to attend these monthly meetings as necessary depending on the issues involved. Mr. Ferleger would not attend the monthly meetings under this Settlement Class proposal. We also suggest that the parties meet with the Court on a quarterly basis, without the reviewer, the Court's schedule permitting, to update the Court and discuss any issues of concern.

The Settlement Class would retain all rights under the Settlement Agreement, as amended, including the right to bring a Motion to Enforce the Settlement Agreement.

As we have previously advised, the Settlement Class believes that Court jurisdiction over the Settlement Agreement and parties should be extended for a time period of not less than one year.

Thank you.

Respectfully submitted,

O'MEARA, LEER, WAGNER & KOHL, P.A.

/s// Shamus P. O'Meara

Shamus P. O'Meara
M. Annie Santos
SPO:MAS:tlb

VIA EMAIL ONLY

cc: Mr. Steve Alpert, Attorney General's Office
Mr. Scott Ikeda, Attorney General's Office
Ms. Amy Akbay, Department of Human Services
Dr. Colleen Wieck, Minnesota Governor's Council on Developmental Disabilities
Ms. Roberta Opheim, Ombudsman for Mental Health and Developmental Disabilities
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January 30, 2013

The Honorable Donovan W. Frank
U.S. District Court Judge
Warren E. Burger Federal Building and Courthouse
316 North Robert Street, Suite 724
St. Paul, MN 55101

Via Chambers Email With Permission

Re: ***James and Lori Jensen, et al. v. Minnesota Department of Human Services, et al.***
Court File No. 09-CV-01775 DWF/FLN

Dear Judge Frank:

The Department has reviewed and discussed Mr. O'Meara's letter of January 29, 2013, to the Court.

Counsel for Plaintiffs and the Department spoke as late as this afternoon to discuss a stipulation of the parties. The Department believes that the parties can reach a stipulated agreement and present such a stipulation to the Court in the next few days.

The Department disagrees with the process Plaintiffs' counsel identified in his letter to the Court. The Department believes that under Plaintiffs' counsel's proposed review/monitoring scheme, Mr. Ferleger's role could be as expansive as it is today and would do nothing to address the substantial budget proposed by Mr. Ferleger. It would, in fact, expand Mr. Ferleger's role beyond his current charge and beyond what was contemplated by the Settlement Agreement and the Court.

As mentioned in our last status conference, the Department proposed a budget that calls for payment of $100,000 per year to Mr. Ferleger for his work as External Reviewer. The Department proposes that this budget would be all-inclusive (i.e., if Mr. Ferleger hires additional consultants or staff to assist with his work, the budget remains the same) and that Mr. Ferleger continue to provide itemized monthly invoices to the Court, which the parties may object to within twenty-one (21) days and that DHS agrees to pay if so ordered by the Court.

Should the Court have any specific questions or concerns, please do not hesitate to contact me.

Respectfully,

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Attorney for Minnesota
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Jensen v. Minnesota Department of Human Services

Evaluation Criteria • Examples of Defendants' Self-Report of Incomplete or "In Process" Compliance

Source: Defendants January 17, 2013 Status Report

METO CLOSURE	Department reviewing processes to comply with *Olmstead v. L.C.* and to ensure that METO successors serve only "Minnesotans who have developmental disabilities and exhibit severe behaviors which present a risk to public safety." EC 2, 4.
RESTRAINT AND CHEMICAL RESTRAINT	1-1-13, Department initiated a new protocol on PRN medication and reporting. EC 8, 14 and 15.
THIRD PARTY EXPERT - RESTRAINT	Third party experts have not been identified. EC 16.
REVIEW OF THE USE OF RESTRAINTS – INTERNAL REVIEWER	Internal Reviewer's expanded activity began November, 2012. Report shows prior non-implementation by MSHS-Cambridge of accepted recommendations. EC 42.
REVIEW OF THE USE OF RESTRAINTS – EXTERNAL REVIEWER	No External Reviewer in place. EC 43. [Parties had agreed that role would be subsumed into Court's Independent Consultant and Monitor role; pending]
TRANSITION PLANNING	Department "anticipates full implementation" of a revised transition planning process by 3-31-13. No date provided for implementation of extensive substantive requirements. EC 54-60.
FACILITY – STAFF TRAINING	All the staff training non-compliance identified in Monitor's First Quarterly Report are not yet remedied. [The Defendants' Status Report does not provide data on ongoing training, since that First Quarterly Report; the Monitor has requested the data.] EC 61-65.
FACILITY – VISITOR POLICY	Department considering critique of new visitor policy and, as necessary, intends to modify the policy. EC 66-68.
NO INCONSISTENT PUBLICITY	Department is working to clarify language of a draft bulletin. EC 69-71.
EXPANSION OF COMMUNITY SUPPORT SERVICES	Department will review Community Support Services activity regarding *Olmstead* principles, positive behavioral supports, and most integrated setting. EC 74-83.

OLMSTEAD PLAN	State and DHS plan a Governor's Executive Order to establish sub-cabinet to develop *Olmtead* Plan. Current due date for Plan is June 5, 2013. [Parties have agreed to move Plan's due date from June 5 to November, 2013; Governor's Order was issued since Defendants' report]. EC 87.
RULE 40	Recommendations from the Committee "should be issued shortly after" a final meeting in early February, 2013.
MINNESOTA SECURITY HOSPITAL	The Bulletin under EC #2 is to clearly specify Community Support Services responsibilities in this regard. EC 94.
LANGUAGE	Department is working on draft legislation. Department is drafting disclaimer language regarding outdated language (2-28-13 completion expected). Department is initiating monthly Web searches to identify outdated language. EC 99, 100.