



Minnesota Department of **Human Services**

March 31, 2016

The Honorable Donovan W. Frank
United States District Court
District of Minnesota
316 North Robert Street
St. Paul, Minnesota 55101

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

Dear Judge Frank:

Attached please find the Jensen Settlement Agreement Comprehensive Plan of Action 2015 Compliance Annual Report, due on today's date.

This report is filed pursuant to the Court's February 22, 2016 Order for Reporting on Settlement Agreement and includes the Evaluation Criteria designated for annual reporting in that Order.

This report begins to incorporate the directives included in the Court's March 18, 2016 Order regarding verification information. As contemplated in the Order, these directives will be fully incorporated into the next report due to the Court on August 31, 2016.

Sincerely,

Charles E. Johnson
Deputy Commissioner

cc: Shamus O'Meara, Attorney for Plaintiffs
Roberta Opheim, Ombudsman for Mental Health and Developmental Disabilities
Colleen Wieck, Executive Director for the Governor's Council on Developmental Disabilities

Jensen Settlement Agreement Comprehensive Plan of Action (CPA)

2015 Compliance Annual Report

Reporting Period: January 1 – December 31, 2015



Minnesota Department of **Human Services**

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

Table of Contents

| | |
|---|-----------|
| Executive Summary..... | 3 |
| Evaluation Criteria State of Compliance..... | 7 |
| Settlement Agreement Section IV. METO Closure (EC 1 and 4)..... | 7 |
| Evaluation Criteria 1: | 7 |
| Evaluation Criteria 4: | 8 |
| Settlement Agreement Section VI.C. Restraint Responses Are Not To Replace Other Incident Reporting, Investigation, Analysis & Follow-Up (EC 38)..... | 10 |
| Evaluation Criteria 38..... | 10 |
| External Entity and Plaintiffs' Access (EC 45 – 46)..... | 12 |
| Evaluation Criteria 45..... | 12 |
| Evaluation Criteria 46..... | 12 |
| Settlement Agreement Section IX.A. Other Practices at the Facility – Staff Training (EC 54- 57) | 13 |
| Evaluation Criteria 54..... | 13 |
| Evaluation Criteria 55..... | 15 |
| Evaluation Criteria 56..... | 15 |
| Evaluation Criteria 57..... | 15 |
| Settlement Agreement Section IX.B. Other Practices at the Facility – Hours of Training (EC 58)..... | 17 |
| Evaluation Criteria 58..... | 17 |
| Settlement Agreement Section IX.C. Other Practices at the Facility – Visitor Policy (EC 59 – 61)..... | 18 |
| Evaluation Criteria 59..... | 19 |
| Evaluation Criteria 60..... | 20 |
| Evaluation Criteria 61..... | 20 |
| Settlement Agreement Section IX.D. Other Practices at the Facility – No Inconsistent Publicity (EC 62)... | 21 |
| Evaluation Criteria 62..... | 21 |
| Settlement Agreement Section IX.E. Other Practices at the Facility – Posting Requirements (EC 65 - 66) .. | 21 |
| Evaluation Criteria 65..... | 21 |
| Evaluation Criteria 66..... | 22 |
| Settlement Agreement Section X.C. System Wide Improvements – Rule 40 Modernization (EC 80)..... | 22 |
| Evaluation Criteria 80..... | 22 |
| Settlement Agreement Section X.D. System Wide Improvements – Minnesota Security Hospital (EC 81, 83 and 84) | 23 |
| Evaluation Criteria 81..... | 23 |
| Evaluation Criteria 83..... | 25 |
| Evaluation Criteria 84..... | 25 |
| Closure of MSHS-Cambridge and Replacement with Community Homes and Services (EC 89 – 92, 94, 96) | 26 |
| Evaluation Criteria 89..... | 26 |
| Evaluation Criteria 90..... | 26 |
| Evaluation Criteria 91..... | 27 |
| Evaluation Criteria 92..... | 28 |
| Evaluation Criteria 94 | 29 |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| | |
|--|-----------|
| Evaluation Criteria 96 | 29 |
| Modernization of Rule 40 (EC 100 and 101) | 30 |
| Evaluation Criteria 100 | 30 |
| Evaluation Criteria 101 | 31 |
| Department Activities to Build Community Capacity and Address Barriers to Transition..... | 32 |
| Evaluation Criteria Index..... | 38 |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

Executive Summary

This is the *Jensen Settlement Agreement Comprehensive Plan of Action (CPA)* - 2015 Compliance Annual Report, created in response to the February 22, 2016 Order for Reporting on Settlement Agreement (Doc. 545) and is based on data, documentation and information from January 1 through December 31, 2015. The 2015 Annual CPA Compliance Update Report addresses the following Evaluation Criteria: EC1, EC 4, EC 38, EC 45, EC 46, EC 54, EC 55, EC 56, EC 57, EC 58, EC 59, EC 60, EC 62, EC 65, EC 66, EC 80, EC 81, EC 83, EC 84, EC 89, EC 90, EC 91, EC 92, EC 94, EC 96, EC 100 and EC 101.

The *Jensen* Implementation Office (now known as the *Jensen/Olmstead* Quality Assurance and Compliance Office) developed this report from information submitted and verified by persons identified as being responsible for each evaluation criteria. For each evaluation criteria included in this report, the responsible person(s) are identified by name and title.

The *Jensen* Implementation Office completed further verification and/or analysis of information submitted by the responsible persons. As part of its verification process, the *Jensen* Implementation Office contacted the identified responsible person for clarification on the information provided and an understanding of how the information was gathered.

The Minnesota Department of Human Services (Department) filed the Ninth *Jensen Settlement Agreement CPA Update Report* (Doc 531), which covered all evaluation criteria for the period from May 1 through September 30, 2015, with the court on February 2, 2016.

The Department will report Evaluation Criteria not included in this report on a Semi-Annual or Exception basis, as noted in the attached [Evaluation Criteria Index](#).

Background

The *Jensen Settlement Agreement* is the result of a lawsuit filed against the Department in 2009 alleging that residents of the former Minnesota Extended Treatment Options (METO) program were unlawfully and unconstitutionally secluded and restrained. The *Jensen Settlement Agreement* allowed the Department and the plaintiffs to resolve the claims in a mutually agreeable manner. The Comprehensive Plan of Action outlines the path that the Department will take to come into compliance with the terms of the Agreement.

As part of the Comprehensive Plan of Action, the Department of Human Services established the *Jensen* Implementation Office. The *Jensen* Implementation Office manages and coordinates this plan. During Calendar Year 2015, the Department staffed the *Jensen* Implementation Office with five full-time professionals and one full-time support staff. The five full-time professionals included a

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

director, manager¹, analyst, data analyst and the new *Jensen* Internal Reviewer, who joined the *Jensen* Implementation Office on December 1, 2015.

***Jensen* Implementation Office**

The Department created the *Jensen* Implementation Office to improve compliance and quality oversight of the *Jensen* Settlement Agreement. There has been a Department internal workgroup providing technical expertise and updates on compliance with the *Jensen* Settlement Agreement and the Comprehensive Plan of Action (CPA). There have been *Jensen* "parties meetings" including the Plaintiffs' Class Counsel, Shamus O'Meara; the State Ombudsman for Mental Health and Developmental Disabilities, Roberta Opheim; Executive Director of the Minnesota Governor's Council on Developmental Disabilities, Dr. Colleen Wieck; as well as various Department staff and the *Jensen* Implementation Office.

In October 2015, the focus of the *Jensen* Implementation Office changed to compliance monitoring and measurement, and quality assurance.² This focus includes developing a Department-wide Quality Assurance Plan, a *Jensen* Implementation Office-specific Quality Assurance Plan, expanded *Jensen* Internal Reviewer responsibilities, and starting the process for contracting with Independent Subject Matter Experts. In January 2016,³ the *Jensen* Implementation Office will also initiate regular meetings with Department staff and consultants to the *Jensen* Settlement Agreement, Roberta Opheim and Dr. Colleen Wieck. The purpose of these meetings is to review and discuss quality improvement activities and verification of the *Jensen* Settlement Agreement Comprehensive Plan of Action Evaluation Criteria.

***Jensen* Internal Reviewer**

The *Jensen* Internal Reviewer will conduct internal investigations and reviews to ensure compliance with the *Jensen* Settlement Agreement, Positive Supports Rule, Olmstead Plan (specific to the Department), person-centered planning, the Comprehensive Plan of Action, and other triggered or reported concerns. The Department hired the new *Jensen* Internal Reviewer, Dr. Daniel Baker, on December 1, 2015.

¹ On January 5, 2016, the *Jensen* Implementation Office Manager retired from the Department. The *Jensen* Implementation Office has submitted a request to fill this position with an attorney who will focus on compliance activities.

² On February 10, 2016, the *Jensen* Implementation Office moved from the Department's Community Supports Administration to the Compliance Office under Senior Counsel Rick Figueroa and was renamed the *Jensen/Olmstead* Quality Assurance and Compliance Office

³ The Department held the first *Jensen* Settlement Agreement Comprehensive Plan of Action Meeting on January 28, 2016

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

Independent Subjects Matter Experts

The Department, through its Community Supports Administration, is developing a Request for Proposals⁴ to create a pool of experts in a variety of areas, to provide independent and objective assurance, advisory, and investigative services to the Department in relation to the *Jensen* Settlement Agreement. The highly qualified and experienced subject matter experts with specialized skills will assist the Department in bringing significant improvements to the care and treatment of individuals with developmental disabilities as outlined in the *Jensen* Settlement Agreement. The *Jensen* Implementation Office will be responsible for managing the contracts for the subject matter experts.

Department Quality Assurance Team

A Performance Management and Quality Improvement Framework for People with Disabilities was drafted in 2015 to provide a Department-wide structure to monitor the quality of programs and services provided to people with disabilities.⁵ This framework will connect quality improvement efforts to services throughout the Department. The Department's Quality Improvement Framework also aims to support the agency's goal of having all programs carry out the vision of Olmstead which is to ensure that all people have choices and opportunities to live, learn and work and enjoy life in integrated settings.

The first meeting of the steering committee will take place in January 2016. Deputy Commissioner Charles E. Johnson will oversee the work of the steering committee. The committee will utilize continuous improvement resources to identify opportunities for improvement, facilitate development of work plans, and track progress. The steering committee will be comprised of the following persons or their designees:

- Deputy Commissioner
- Deputy Commissioner, Direct Care and Treatment
- Assistant Commissioner for Community Supports
- Assistant Commissioner for Health Care Administration
- Assistant Commissioner for Children and Family Supports
- Assistant Commissioner for Community and Provider Relations
- Assistant Commissioner for Continuing Care for Older Adults
- Inspector General
- Chief Compliance Officer
- Human Resources Director
- *Jensen*/Olmstead Director

⁴ The Department posted the Request for Proposals for Independent Subject Matter Experts in SWIFT (StateWide Integrated Financial Tools) on February 1, 2016. SWIFT is the online financial, procurement, and reporting system used by the state of Minnesota.

⁵ Commissioner Emily Johnson Piper approved the Final Plan for the Performance Management and Quality Improvement Framework for People with Disabilities on January 20, 2016.

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

- Legal Counsel
- *Jensen* Internal Reviewer

Single Point of Entry

Launched February 19, 2015, the Single Point of Entry is a Department-piloted process to improve the Department's ability to respond to requests for assistance in supporting people with disabilities in crisis. The Single Point of Entry is part of a larger Disability Services Division/Direct Care and Treatment Process Improvement Project that the Department initiated in January 2015. The Single Point of Entry Pilot coordinates the Department's efforts for persons with developmental or intellectual disabilities in crisis and at risk of losing their current placement. The Department provided background and information on the Single Point of Entry in the Ninth *Jensen* Settlement Agreement CPA Update Report (Doc 531).

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

Evaluation Criteria State of Compliance

Settlement Agreement Section IV. METO Closure (EC 1 and 4)

Evaluation Criteria 1:

The Facilities will comply with Olmstead v. L.C. The Facilities are and will remain licensed to serve people with developmental disabilities. The Facility will eliminate unnecessary segregation of individuals with developmental disabilities. People will be served in the most integrated [sic] setting to which they do not object. Each individual's program will include multiple opportunities on an ongoing basis to engage with: (1) citizens in the community, (2) regular community settings, (3) participating in valued activities (4) as members of the community. These community activities will be highly individualized, drawn from the person-centered planning processes, and developed alongside the individual.

Responsible Party: Mark Brostrom, Director, Community-based Services Short-term Supports

State of Compliance

The Department has met the requirements of Evaluation Criteria 1. Minnesota Life Bridge's mission is consistent with the *Jensen Settlement Agreement* and functions as a transitional adult foster care home as required by the *Jensen Settlement Agreement*. "Successful Transition to a Successful Life" appropriately describes the intent and purpose of Minnesota Life Bridge. While providing services to persons with complex needs is a multi-faceted undertaking and subject to continuous improvement, Minnesota Life Bridge's mission is clear and consistent with the *Jensen Settlement Agreement* and the Comprehensive Plan of Action. Minnesota Life Bridge's mission is also consistent with *Olmstead's* requirement to provide the most integrated or best alternative setting for residents while they plan for further transition to a more integrated setting in the community. Individualized treatment continues to be a main function of Minnesota Life Bridge homes; staff use person-centered planning approaches with all Minnesota Life Bridge residents.

During Calendar Year 2015, Minnesota Life Bridge served 11 people. Minnesota Life Bridge served five people at Stratton Lake and six people at Brobergs Lake. During Calendar Year 2015, the Eagle Pointe units were not occupied. Minnesota Life Bridge admitted six people and discharged seven people. Of the six people Minnesota Life Bridge admitted, three people were admitted from jail, two people were admitted from a hospital and one person was admitted from a corporate foster care setting. Of the seven people that Minnesota Life Bridge discharged, six people were discharged to a community corporate foster care setting and one person was discharged to jail.

East Central had no admissions or discharges during this calendar year and currently serves four people.

All 15 people served by Minnesota Life Bridge and East Central during calendar year 2015 had individualized person-centered plans that addressed integration within the six life areas listed in Evaluation Criteria 1.1, and opportunities to personalize the interior setting of the home.

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

Person-centered planning is an ongoing process, based on the person's preferences, talents, dreams, and goals. Once a person achieves a goal, there are other goals to work on. Minnesota Life Bridge staff works with the person and his or her team to develop person-centered plans over time. Minnesota Life Bridge staff review person-centered plans with each person at least once a month for continued applicability and progress on meeting goals and deciding on new goals. Staff assist people receiving services with creating, enriching and refining their plans, including addressing community integration in the six life areas listed in Evaluation Criteria 1.1.

The role of the *Jensen* Internal Reviewer includes reviewing progress on each person's goals. This review is included in the Internal Reviewer Monthly Report that the *Jensen* Implementation Office submits to the Court Monitor. The *Jensen* Implementation Office also reviews the transition plans of persons discharged from Minnesota Life Bridge to the community.

Minnesota Life Bridge staff also support people to make choices on the interior setting of the homes. Some examples of choices made are painting their bedroom, selecting new linens, and reorganizing furniture. People using Minnesota Life Bridge services do not have the choice of housemate, given the intent of Minnesota Life Bridge to provide short-term services. Housemates are a necessity given the limited amount of space available. However, with input and approval between the person and their team, Minnesota Life Bridge has moved people to another home to allow them to be in a location without a housemate.

Minnesota Life Bridge will continue to maintain appropriate licensure for all community settings. The *Jensen* Implementation Office has and will continue to verify that licenses are timely and appropriate by reviewing the [DHS Licensing Lookup web page](#) and storing a copy of the licenses in the *Jensen* SharePoint site.

Evaluation Criteria 4:

Facilities notify legal representatives of residents and/or family to the extent permitted by law, at least annually, of their opportunity to comment in writing, by e-mail, and in person, on the operation of the Facility

Responsible Party: Mark Brostrom, Director, Community-based Services Short-term Supports

State of Compliance

The Department has met the requirements of Evaluation Criteria 4. Currently, Minnesota Life Bridge asks persons receiving services at Stratton Lake and Brobergs Lake to complete a satisfaction survey every six months from the date of admission. Minnesota Life Bridge also sends surveys to person receiving services, team members, and concerned parties annually (based on the date of admission) and at the time of a person's transition. Surveys are in the relevant language and include notification that survey responders can offer comments in multiple ways.

During Calendar Year 2015, Minnesota Life Bridge sent individual satisfaction surveys to 12 people. All 12 surveys were completed and returned to Minnesota Life Bridge. Minnesota Life Bridge also

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

sent annual satisfaction surveys or transition surveys to the five people who transitioned to community placements as well as their legal representatives and county case managers. Of the six surveys that Minnesota Life Bridge sent to legal representatives, only two surveys were returned.

Minnesota Life Bridge also sent transition surveys to the legal representatives and county case manager for the person who was a direct discharge to jail.

During Calendar Year 2015, the four residents at East Central completed satisfaction surveys in May 2015.

Upon receipt of survey responses, Minnesota Life Bridge and East Central staff review data and incorporate changes into an action plan, if needed, to address concerns indicated by the survey responses. Minnesota Life Bridge or East Central staff will contact responders as appropriate regarding survey responses to discuss and better address their concerns. Minnesota Life Bridge and East Central do not report any issues or concerns from the 2015 survey responses.

The *Jensen* Implementation Office, as part of its verification process, reviewed and verified Minnesota Life Bridge individual satisfaction surveys and transition surveys completed during Calendar Year 2015.

As part of its on-going verification process, the *Jensen* Implementation Office will track responses to individual survey questions to identify any emerging trends. The *Jensen* Implementation Office will complete an analysis of Minnesota Life Bridge and East Central surveys completed during Calendar Year 2015 by June 1, 2016.

Minnesota Life Bridge and East Central have and will continue to collect and review data and incorporate changes into an action plan, if changes are indicated. The *Jensen* Implementation Office will continue to review survey responses and verify that Minnesota Life Bridge completes actions to address concerns.

Minnesota Life Bridge will continue to distribute surveys within five business days to people who move from a Minnesota Life Bridge home or after each transition from the facility

The *Jensen* Implementation Office is discussing with Minnesota Life Bridge an initial satisfaction survey completed by persons admitted to Minnesota Life Bridge after three months.

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

Settlement Agreement Section VI.C. Restraint Responses Are Not To Replace Other Incident Reporting, Investigation, Analysis & Follow-Up (EC 38)

Evaluation Criteria 38

Other reports, investigations, analyses and follow up were made in each case of restraint use.

Responsible Party: Mark Brostrom, Director, Community-based Services Short-term Supports

State of Compliance

The Department has met the requirements of Evaluation Criteria 38. During Calendar Year 2015, there were two incidents involving manual restraints. These incidents occurred on February 14, 2015 and on April 28, 2015. Both incidents occurred at Stratton Lake and involved two different people. The Department described these incidents in detail in the Ninth *Jensen Settlement Agreement* CPA Compliance Update Report (Doc 531).

Minnesota Life Bridge staff document any emergency use of manual restraint using the DHS-3654 Notification form. The Minnesota Life Bridge Operations Director and Clinical Director, as well as the *Jensen* Internal Reviewer, review these forms to help learn and avoid or mitigate triggers. Minnesota Life Bridge and the *Jensen* Implementation Office also work with the Disability Services Division to review and analyze Behavior Intervention Report Form (BIRF)⁶ data.

During Calendar Year 2015, 11 incidents at Minnesota Life Bridge and East Central resulted in a BIRF. Three of these incidents took place at East Central and eight at Stratton Lake. Two of the incidents at Stratton Lake were the above referenced incidents involving manual restraints (on February 14, 2015 and April 28, 2015). Seven of the 11 incidents involved physical aggression; four of these incidents involved the same person.

The *Jensen* Implementation Office met with the Department's MN.IT services staff in September 2015 to request a technology solution to allow the *Jensen* Implementation Office to receive electronic copies of incident reports within 24 hours of submission. A change request is currently in queue for assignment to MN.IT services staff.⁷

Minnesota Life Bridge staff review incidents quarterly at Incident Review Meetings. In July 2015, Minnesota Life Bridge began incorporating additional analysis detail into Incident Review Meetings

⁶ "Behavior intervention reporting form" means the form (DHS-5148) prescribed by the commissioner to collect data in accordance with the requirements in Minnesota Statutes 245.8251, subdivision 2.

⁷ On January 27, 2016, the *Jensen* Implementation Office began directly receiving incident notification of incident involving class members and members of the therapeutic follow-up group receiving services at a MSOCS facility and person receiving services from Minnesota Life Bridge within 24 hours.

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

meeting notes. In October 2015, Minnesota Life Bridge began including discussions related to incident trends in their Minnesota Life Bridge Incident Review Meeting.

Trends of manual restraint use, 911 calls and PRN psychotropic medication use for Minnesota Life Bridge facilities during Calendar Year 2015 are shown below in Figure 1, Figure 2 and Figure 3.

Figure 1: 2015 Manual Restraint Use

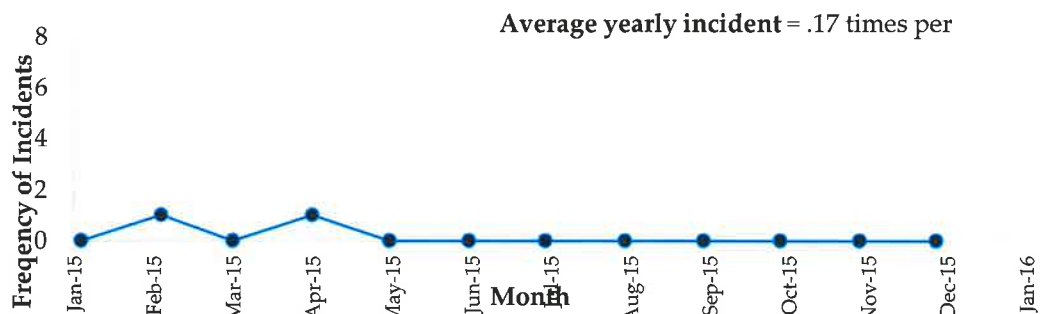
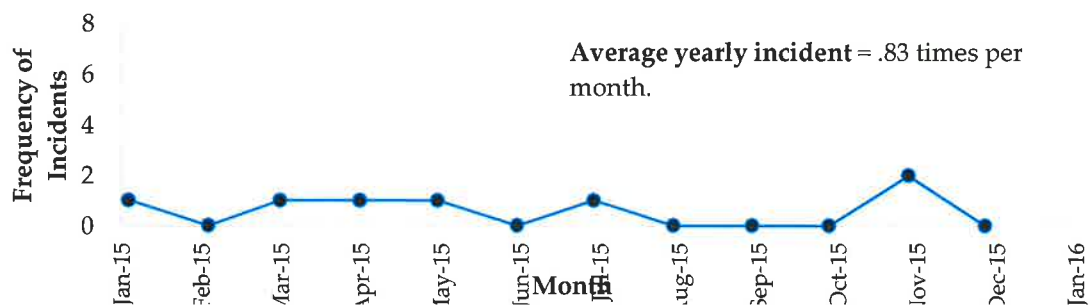
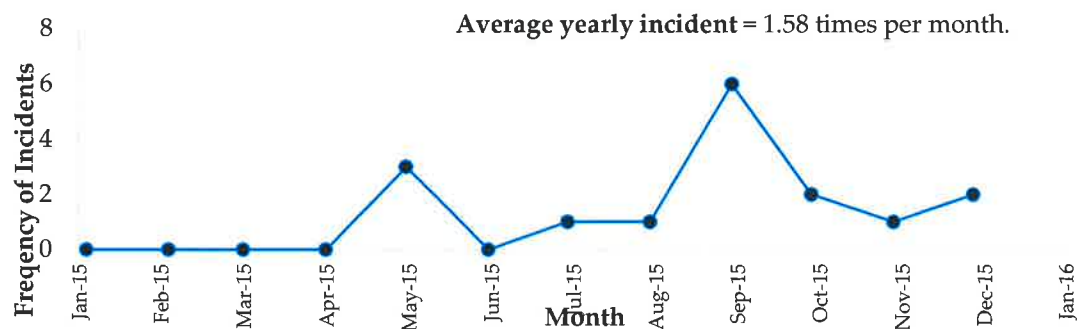


Figure 2: 2015 911 Calls



Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

Figure 3: 2015 PRN Use



External Entity and Plaintiffs' Access (EC 45 – 46)

Evaluation Criteria 45

The following have access to the Facility and its records: The Office of Ombudsman for Mental Health and Developmental Disabilities, The Disability Law Center, and Plaintiffs' Class Counsel.

Evaluation Criteria 46

The following exercised their access authority: The Office of Ombudsman for Mental Health and Developmental Disabilities, The Disability Law Center, and Plaintiffs' Counsel.

Responsible Party: Mark Brostrom, Director, Community-based Services Short-term Supports

State of Compliance

The Department has met the requirements of Evaluation Criteria 45 and 46. There has been and will be no limits on access to the Facility and its records for the Office of Ombudsman for Mental Health and Developmental Disabilities, the Disability Law Center, and Plaintiffs' Class Counsel.

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

**Settlement Agreement Section IX.A. Other Practices at the Facility – Staff Training
(EC 54- 57)**

Evaluation Criteria 54

Facility treatment staff received training in positive behavioral supports, person-centered approaches, therapeutic interventions, personal safety techniques, crisis intervention and post crisis evaluation.

Responsible Party: Mark Brostrom, Director, Community-based Services Short-term Supports

State of Compliance

The Department has met the requirements of Evaluation Criteria 54. To ensure Minnesota Life Bridge staff has and will continue to receive training on topics identified in Evaluation Criteria 54, Minnesota Life Bridge has and will continue to monitor staff attendance at training sessions for the listed topics.

For Minnesota Life Bridge staff, the training areas identified in Evaluation Criteria 54 are the standard of practice and are included in the following trainings:

1. Effective and Safe Engagement (EASE) 2.0 Assess & Plan and Skills Demonstration (16 hours);
2. Positive Behavioral Supports (12 hours for existing employees and 24 hours for new employees);
3. Minnesota Life Bridge Therapeutic Interventions and Emergency Use of Personal Safety Techniques (TI/PST)/EASE Procedure (one hour);
4. Person Centered Training (12 hours for existing employees and 16 hours for new employees);
and
5. Crisis Intervention/Post Crisis Intervention and Assessment (four hours).

The *Jensen* Implementation Office verified training information using a Pathlore Learning Management report and other supporting documentation provided by Minnesota Life Bridge. The Pathlore report shows training courses that meet staff training requirements. The *Jensen* Implementation Office tracked training hours for each staff member based on a course code list provided by Minnesota Life Bridge to verify training hours/courses completed by all active staff.

During this calendar year, all historic training records for Minnesota Life Bridge staff were entered into the Department's Pathlore Learning Management System, which the Department has updated to track individual class completion and staff competency results.

Following the completion of data entry into Pathlore, the *Jensen* Implementation Office identified a number of variations related to class names and required hours. The *Jensen* Implementation Office worked with Minnesota Life Bridge and the Department's administrator for Pathlore Learning Management System to identify and correct these variations and to develop reports on Pathlore that the Pathlore Administrator will run on a monthly basis to track staff completion of all required training.

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

The Minnesota Life Bridge training year runs from March 12 to the following March 11. The 2015/2016 annual training period is currently in progress. The Department offers training opportunities throughout the year to ensure all staff complete the required training.

The Department offers **EASE 2.0 Assess & Plan and Skills Demonstration** monthly for new employees. During Calendar Year 2015, Minnesota Life Bridge worked with the Department's Staff Development Division to offer four hours of EASE 2.0 trainings monthly for existing employees. This schedule was implemented in October 2015.

The Department offers **Positive Behavioral Supports** quarterly for new employees. For existing employees, Minnesota Life Bridge provides Positive Behavioral Supports training on an ongoing basis to individual employees of specific programs.

The Department offers for all new employees, **Minnesota Life Bridge Therapeutic Interventions and Emergency Use of Personal Safety Techniques (TI/PST)/EASE Procedure Training**, within the first month of hire. For existing employees, the Department offers Minnesota TI/PST/EASE Procedure once or twice a year during regular staff meetings.

The Department offers a two-day **Person Centered Training** for all new Minnesota State Operated Community Services (MSOCS) employees once a month, at various locations across the state. For existing Minnesota Life Bridge employees, Minnesota Life Bridge offers a refresher course once per year that includes training on individual person-centered descriptions.

Minnesota Life Bridge has scheduled a number of staff trainings between January 1 and March 11, 2016. The *Jensen* Implementation Office is monitoring staff attendance at training to ensure all staff meet the required annual training requirements by March 11, 2016.

Dr. Steven Pratt, Direct Care and Treatment Medical Director, has also provided training sessions on trauma-informed care that were open to all Department employees.⁸ A training session on trauma-informed care is also included in New Employee Orientation for Facility treatment staff. Minnesota Life Bridge will arrange for additional training sessions on trauma-informed care or other topics for staff as needed.

For additional information on training completed as of December 31, 2015, see Evaluation Criteria 56 and Evaluation Criteria 58.

⁸ During the 2015 Calendar Year, the Department provided 20 training sessions on Trauma-Informed Care with 334 staff trained.

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

Evaluation Criteria 55

Facility staff training is consistent with applicable best practices, including but not limited to the Association of Positive Behavior Supports, Standards of Practice for Positive Behavior Supports (<http://apbs.org>). Staff training programs will be competency-based with staff demonstrating current competency in both knowledge and skills

Responsible Party: Mark Brostrom, Director, Community-based Services Short-term Supports

State of Compliance

The Department has met the requirements of Evaluation Criteria 55. All Minnesota Life Bridge staff receive training that is consistent with applicable best practices and is competency-based. To ensure the Department continues to meet the requirements of Evaluation Criteria 55, Minnesota Life Bridge will continue to monitor attendance at annual training sessions for the listed topics.

During this calendar year, all historic training records for Minnesota Life Bridge staff were entered into the Department's Pathlore Learning Management System, which the Department has updated, to track individual class completion and staff competency results.

Minnesota Life Bridge - Program Training Fidelity Process

Minnesota Life Bridge will be implementing a new process for the Designator Coordinator to complete reviews and fidelity checks for positive behavior support programs and positive behavior support program training. Outcomes generated by this process ensure consistent application of program fidelity checks and Minnesota Life Bridge takes corrective action where staff do not demonstrate fidelity to programs. Minnesota Life Bridge anticipates implementing the new process in February 2016. The *Jensen* Internal Reviewer, Dr. Dan Baker, will work with Minnesota Life Bridge to identify specific outcome measures to be collected. The Department will provide additional information in the next Compliance Update Report.

Evaluation Criteria 56

Facility staff receive the specified number of hours of training: Therapeutic interventions (8 hours); Personal safety techniques (8 hours); Medically monitoring restraint (1 hour).

Responsible Party: Mark Brostrom, Director, Community-based Services Short-term Supports

State of Compliance

The Department has met the requirements of Evaluation Criteria 56. To ensure that the Department continues to meet the specified training hours identified in Evaluation Criteria 56, Minnesota Life Bridge will continue to monitor attendance at annual training sessions for the listed topics.

During this calendar year, all historic training records for Minnesota Life Bridge staff were entered into the Department's Pathlore Learning Management System, which the Department has updated to track individual staff competency results along with class completion.

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

Following the completion of data entry into Pathlore, the *Jensen* Implementation Office identified a number of variations related to class names and required hours. The *Jensen* Implementation Office worked with Minnesota Life Bridge and the Department's administrator for Pathlore Learning Management System to identify and correct these variations and to develop Pathlore reports that the Pathlore Administrator will run on a monthly basis.

The Minnesota Life Bridge training year runs from March 12 to the following March 11. The 2015/2016 annual training period is currently in progress. Staff receive the specified hours of training, scheduled throughout the year.

As of December 31, 2015, for the 44 active Minnesota Life Bridge Direct Care Staff (includes 22 new staff and 22 existing staff):

- 43% have completed the required 16 hours of Effective and Safe Engagement (EASE)⁹ 2.0 Assess & Plan and Skills Demonstration annual training;
- 27% have completed the required one hour of Minnesota Life Bridge Therapeutic Interventions and Emergency Use of Personal Safety Techniques (TI/PST)/EASE Procedure annual training; and
- 82% have completed the required one hour of Medically Monitored Restraint annual training

As of December 31, 2015, for the 13 active East Central Direct Care Staff:

- 0% have completed the required 16 hours of Effective and Safe Engagement (EASE) 2.0 Assess & Plan and Skills Demonstration annual training
- 31% have completed the required one hour of Minnesota Life Bridge TI/PST/EASE Procedure annual training
- 62% have completed the required one hour of Medically Monitored Restraint annual training

Minnesota Life Bridge and East Central held a number of staff trainings between January 1, 2016, and the end of their training year on March 11, 2016. The *Jensen* Implementation Office is monitoring staff attendance at trainings to ensure compliance with the training requirements by the end of the training year. A preliminary analysis of the training completed as of March 11, 2016, shows a significant increase in completion of required 2015/2016 annual training.

⁹ In June 2013, Minnesota Life Bridge began using the EASE 2.0 (Effective and Safe Engagement) training curriculum for training on Therapeutic Interventions and Personal Safety.

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

Evaluation Criteria 57

For each instance of restraint, all Facility staff involved in imposing restraint received all the training in Therapeutic Interventions, Personal Safety Techniques, and Medically Monitoring Restraint

Responsible Party: Todd Buckingham, Minnesota Life Bridge Residential Program Manager

State of Compliance

During Calendar Year 2015, there were two instances of the use of manual restraints, on February 14, 2015 and on April 28, 2015. Based on the *Jensen* Implementation Office review of Minnesota Life Bridge training documentation from the 2014/2015 Training Year, all staff involved in these incidents had received training on Therapeutic Interventions, Personal Safety Techniques, and Medically Monitoring Restraint.

To ensure that the Department continues to meet the requirements of Evaluation Criteria 57, Minnesota Life Bridge and the *Jensen* Implementation Office will continue to provide its current training programs and to track staff attendance, competency and completion of training.

Settlement Agreement Section IX.B. Other Practices at the Facility – Hours of Training (EC 58)

Evaluation Criteria 58

Facility staff receive the specified number of hours of training: Person-centered planning and positive behavior supports (with at least sixteen (16) hours on person-centered thinking / planning): a total 40 hours; Post Crisis Evaluation and Assessment (4 hours).

Responsible Party: Todd Buckingham, Minnesota Life Bridge Residential Program Manager

State of Compliance

The Department has met the requirements of Evaluation Criteria 58. To ensure that the Department continues to meet the specified number of training hours identified in Evaluation Criteria 58, Minnesota Life Bridge will continue to monitor attendance at annual training sessions for the listed topics. For Minnesota Life Bridge staff, the training hours identified in Evaluation Criteria 58 are the standard of practice.

During this calendar year, all historic training records for Minnesota Life Bridge staff were entered into the Department's Pathlore Learning Management System, which the Department has updated to track individual class completion and staff competency results

Following the completion of data entry into Pathlore the *Jensen* Implementation Office identified a number of variations related to class names and required hours. The *Jensen* Implementation Office worked with Minnesota Life Bridge and the Department's administrator for Pathlore Learning

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

Management System to identify and correct these variations and to develop Pathlore reports that the Pathlore Administrator will run on a monthly basis.

The Minnesota Life Bridge training year runs from March 12 to the following March 11. The 2015/2016 annual training period is currently in progress. Staff receive the specified hours of training, with trainings scheduled throughout the year.

As of December 31, 2015, for the 44 active Minnesota Life Bridge Direct Care Staff (includes 22 new staff and 22 existing staff):

- 43% have completed the required 16 hours of Effective and Safe Engagement (EASE)¹⁰ 2.0 Assess & Plan and Skills Demonstration annual training;
- 27% have completed the required one hour of Minnesota Life Bridge Minnesota Live Bridge Therapeutic Interventions and Emergency Use of Personal Safety Techniques (TI/PST)/EASE Procedure annual training;
- 82% have completed the required one hour of Medically Monitored Restraint annual training;
- 18 % have completed the required 12 hours of Person Centered annual training;
- 45% have completed the required four hours of Crisis Intervention/Post Crisis Intervention and Assessment annual training; and
- 70% have completed the required 12 hours Positive Behavioral Supports training for existing staff and 24 hours for new staff.

As of December 31, 2015, for the 13 active East Central Direct Care Staff (all existing staff):

- 0% have completed the required 16 hours of Effective and Safe Engagement (EASE) 2.0 Assess & Plan and Skills Demonstration annual training;
- 31% have completed the required one hour of Minnesota Life Bridge TI/PST/EASE Procedure annual training;
- 62% have completed the required one hour of Medically Monitored Restraint annual training;
- 8% have completed the required 12 hours of Person Centered annual training for existing staff;
- 38% have completed the required four hours of Crisis Intervention/Post Crisis Intervention and Assessment annual training; and
- 23% have completed the required 12 hours Positive Behavioral Supports training for existing staff.

Minnesota Life Bridge and East Central held a number of staff trainings between January 1, 2016, and the end of their training year on March 11, 2016. The *Jensen* Implementation Office is monitoring staff attendance at trainings to ensure compliance with the training requirements by the end of the training

¹⁰ In June 2013, Minnesota Life Bridge began using the EASE 2.0 (Effective and Safe Engagement) training curriculum used for training on Therapeutic Interventions and Personal Safety.

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

year. A preliminary analysis of the training completed as of March 11, 2016, shows a significant increase in completion of required 2015/2016 annual training.

Settlement Agreement Section IX.C. Other Practices at the Facility – Visitor Policy (EC 59 – 61)

Evaluation Criteria 59

Residents are permitted unscheduled and scheduled visits with immediate family and/or guardians, at reasonable hours, unless the Interdisciplinary Team (IDT) reasonably determines the visit is contraindicated

Responsible Party: Todd Buckingham, Minnesota Life Bridge Residential Program Manager

State of Compliance

The Department has met the requirements of Evaluation Criteria 59. During Calendar Year 2015, all 15 people served at Stratton Lake, Brobergs Lake and East Central had friends and family visit whenever they wanted and had no limits on visitor access to living areas.

The visitor policy identified in Evaluation Criteria 59 - 61 continues to be Minnesota Life Bridge's facility policy and practice. Persons residing at the facility continue to visit with family and friends as desired. All Minnesota Life Bridge facilities allow scheduled and unscheduled visits. If there are any limits on visitors based on the Interdisciplinary Team (IDT) determination or by Court Order, staff note that limit in the person's person-centered plan and/or facility records.

Minnesota Life Bridge sent 20 surveys regarding the five persons discharged and transitioned to the community during Calendar Year 2015, and 15 surveys were returned. The surveys were sent to the person, family, case managers, and legal representatives. The *Jensen* Implementation Office reviewed the surveys that were returned. All respondents either agreed or strongly agreed with the following statements:

- Unscheduled and scheduled visits are permitted; and
- Reasonable hours and unrestricted access to living area was allowed (consistent with all rights to privacy).

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

Evaluation Criteria 60

Visitors are allowed full and unrestricted access to the resident's living areas, including kitchen, living room, social and common areas, bedroom and bathrooms, consistent with all residents' rights to privacy.

Responsible Party: Todd Buckingham, Minnesota Life Bridge Residential Program Manager

State of Compliance

The Department has met the requirements of Evaluation Criteria 60. During Calendar Year 2015, all 15 people served at Stratton Lake, Brobergs Lake and East Central had friends and family visit whenever they wanted and had no limits on visitor access to living areas. The visitor policy identified in Evaluation Criteria 59 - 61 continues to be Minnesota Life Bridge facility policy and practice.

Staff discuss the visitor policy with people served at resident house meetings if there are any questions, concerns, or issues. If there are any limits on visitors based on the Interdisciplinary Team (IDT) determination or by Court Order, staff note that limit in the person's person-centered plan and/or facility records.

Evaluation Criteria 61

Residents are allowed to visit with immediate family members and/or guardians in private without staff supervision, unless the IDT reasonably determines this is contraindicated.

Responsible Party: Todd Buckingham, Minnesota Life Bridge Residential Program Manager

State of Compliance

The Department has met the requirements of Evaluation Criteria 61. During Calendar Year 2015, all 15 people served at Stratton Lake, Brobergs Lake, and East Central had friends and family visit whenever they wanted and had no limits on visitor access to living areas. The visitor policy identified in Evaluation Criteria 59 - 61 continues to be Minnesota Life Bridge facility policy and practice.

Staff discuss the visitor policy with people served at resident house meetings if there are any questions, concerns, or issues. If there are any limits on visitors based on the Interdisciplinary Team (IDT) determination or by Court Order, staff note that limit in the person's person-centered plan and/or facility records.

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

Settlement Agreement Section IX.D. Other Practices at the Facility – No Inconsistent Publicity (EC 62)

Evaluation Criteria 62

There is no marketing, recruitment of clients, or publicity targeted to prospective residents at the Facility.

Responsible Party: Cassie Birkland, Community-based Services Information Coordinator

State of Compliance

The Department has met the requirements of Evaluation Criteria 62. The Department does not engage in any marketing, recruitment of clients, or publicity targeted to prospective residents.

Settlement Agreement Section IX.E. Other Practices at the Facility – Posting Requirements (EC 65 - 66)

Evaluation Criteria 65

The Facility posts a Patient / Resident Rights or Bill of Rights, or equivalent, applicable to the person and the placement or service, the name and phone number of the person within the Facility to whom inquiries about care and treatment may be directed, and a brief statement describing how to file a complaint with the appropriate licensing authority.

Responsible Party: Todd Buckingham, Minnesota Life Bridge Residential Program Manager

State of Compliance

The Department has met the requirements of Evaluation Criteria 65. There are three versions of the Minnesota Life Bridge Rights Notice. One version contains the Minnesota Department of Health Patient, Resident and Home Care Bill of Rights¹¹ ([Minnesota Statutes section 144.6505](#)). Another version contains the Department's Home and Community-based Services Service Recipient Rights¹² ([Minnesota Statutes Chapter 245D.04](#)).

¹¹ A copy of the Patient, Resident and Home Care Bill of Rights is available on the Minnesota Department of Health web site at <http://www.health.state.mn.us/divs/fpc/consumerinfo/index.html>

¹² A copy of the Home and Community-based services - Service Recipient Rights is available on the Department's web site at <http://mn.gov/dhs/>

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

The third version includes pictures and simpler text and is at the Flesch-Kincaid Grade level 5.0. Minnesota Life Bridge posts the three versions of the Rights Notice in each Facility and provides a copy to the person and family/guardian at admission.

Evaluation Criteria 66

The Patient / Resident Bill of Rights posting is in a form and with content which is understandable by residents and family / guardians.

Responsible Party: Todd Buckingham, Minnesota Life Bridge Residential Program Manager

State of Compliance

The Department has met the requirements of Evaluation Criteria 66. There are three versions of the Minnesota Life Bridge Rights Notice. One version contains the Minnesota Department of Health Patient, Resident and Home Care Bill of Rights (Minnesota Statutes section 144.6505). Another version contains the Department's Home and Community-based Services Service Recipient Rights (Minnesota Statutes Chapter 245D.04). The third version includes pictures and simpler text and is at the Flesch-Kincaid Grade level 5.0. Minnesota Life Bridge posts the three versions of the Rights Notice in each Facility and provides a copy to the person and family/guardian at admission.

As part of the admission process, Minnesota Life Bridge can provide copies of the notice in languages other than English, as needed. The Minnesota Department of Health Patient, Resident and Home Care Bill of Rights is available online in several languages.¹³

**Settlement Agreement Section X.C. System Wide Improvements – Rule 40
Modernization (EC 80)**

Evaluation Criteria 80

Rule 40 modernization is addressed in Part 2 of this Comprehensive Plan of Action. DHS will not seek a waiver of Rule 40 (or its successor) for a Facility.

Responsible Party: Alex Bartolic, Director, Disability Services Division

State of Compliance

The Department has met the requirements of Evaluation Criteria 80. The Department has not, and will not, seek a waiver of the Positive Supports Rule for a Facility.

¹³ The MN Resident Bill of Rights (MN Department of Health statute version) is available online in several languages at <http://www.health.state.mn.us/divs/fpc/consumerinfo/index.html>.

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

Settlement Agreement Section X.D. System Wide Improvements – Minnesota Security Hospital (EC 81, 83 and 84)

Evaluation Criteria 81

The State takes best efforts to ensure that there are no transfers to or placements at the Minnesota Security Hospital of persons committed solely as a person with a developmental disability.

Responsible Party: Steve Pratt, M.D., Executive Medical Director for Behavioral Health

State of Compliance

On May 19, 2015, Minnesota Security Hospital admitted a person (W1) committed solely as a person with a developmental disability. Since admission, the Department has actively pursued transition planning. The Department is providing the Court Monitor, Plaintiffs' Counsel, and Consultants with weekly updates on the status of the transition for this person, and is actively collaborating with the Consultants and involved county officials. Exploration of community-based options began in June 2015. During Calendar Year 2015, the Department and the County of Financial Responsibility (CFR) explored many in-state and out-of-state options.¹⁴

On November 11, 2015, the Department identified and contacted an investor to work with the Department to purchase a home for W1. In December, the Department identified a house in the northern suburbs. The Department viewed the home on December 17, 2015. The investor toured the house on December 28, 2015, and made a contingent offer. Minnesota Security Hospital and Community Based Services made arrangements for W1 to tour the home on January 29, 2016. Closing on the house occurred on February 19, 2016. Following the closing, modifications to the home and licensing of the home are underway.

The Department's Human Resources Division has developed a recruitment plan and has initiated staff recruitment. Typically, the Department does not submit position approvals until after the Department signs a lease. However, the Department made an exception to expedite W1's move to the new home. The Department is collecting staffing applicants for W1's home. Interview processes include a person-centered description of W1, W1's involvement in developing interview questions, and W1's participation in the interviews as possible. Interviews take into account recommendations made in the person-centered plan developed by Betsy Gadbois and the Comprehensive Functional Assessment Report and Recommended Support Plan developed by Dr. Gary LaVigna, PhD, Clinical Director of the Institute for Applied Behavior Analysis.

¹⁴ In the Ninth Compliance Update Report, the Department reported that the CFR had published a Request for Information specifically for this person. The Department has since learned that the CFR did not complete a RFI process, but rather reached out directly to specific providers via personal conversations. Only one provider responded and, after an initial meeting with the CFR, they declined to be involved.

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

W1's transition team reconvened on January 20, 2016. Scheduled Transition Planning meetings are occurring at least every other week until W1's move to the new home. Dr. Timothy Moore, PhD, LP, BCBA-D, Clinical Consultant to Minnesota Life Bridge and Clinical Director of Successful Life Project, is leading the collaborative development of W1's Transition Plan. Additional details of the transition, including W1's transition plan, staffing, training and program specifics will be included in future reports.

Efforts have been underway to enhance fidelity to Dr. LaVigna's Support Plan for W1. Minnesota Security Hospital scheduled an all-staff training for Unit 200 on January 6, 2016, to review W1's treatment/behavioral plans, specifically the proactive/reactive strategies, interactional style protocol, end-of-day anchor gifts, and DRO Program.¹⁵ At this training, the team will also have the opportunity to hear a presentation from Dr. Barbara Luskin from the Autism Society.

The Unit 200 treatment team also meets with Dr. Timothy Moore to review implementation of Dr. LaVigna's Support Plan and to examine what is working and not working, outcome/fidelity data, and to discuss recommendations for modifications to the plan. The Office of Ombudsman for Mental Health and Developmental Disabilities is involved in these discussions. This is also an opportunity to discuss services and supports being planned as W1 transitions to his/her new home.

W1's County Case Manager is working to initiate guardianship proceedings in advance of W1's 18th birthday. The county attorney is the party who petitions for guardianship.

As noted in the Ninth *Jensen Settlement Agreement CPA Update Report* (Doc 531), one of the biggest challenges to transitioning residents of Minnesota Security Hospital back to their community is community capacity. The Department is continuing best efforts to identify and overcome obstacles to continued compliance. Identification of situations that could put people at risk of admission to Minnesota Security Hospital should happen as early as possible. If the Department can provide supports early enough, a diversion from admission may be possible. As part of the Single Point of Entry pilot project, the Department is tracking persons with developmental disabilities who are nearing a crisis. As the Department improves its ability to identify persons in need of crisis services, it will need additional dedicated resources to support diversion activities, possibly including mobile teams and other crisis services. Improvement to the diversionary process could include establishing an improved county engagement process from the beginning. The Department would expect the county to be engaged in proactive measures to obtain appropriate services for the person rather than

¹⁵ Differential Reinforcement of Other Behavior (DRO)/Omission Training is the delivery of reinforcement when the target behavior has not occurred during a specific period of time. DRO procedures provide reinforcement for the absence or omission of a target behavior.

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

state commitment to settings that are more restrictive. See also section on Department Activities to Build Community Capacity and Address Barriers to Transition.

The Department is working to incorporate Olmstead work plan objectives to address challenges relating to community capacity and crisis services. The Department will provide detail of these activities in future reports.

Evaluation Criteria 83

There has been no change in commitment status of any person originally committed solely as a person with a developmental disability without proper notice to that person's parent and/or guardian and a full hearing before the appropriate adjudicative body.

Responsible Party: Steve Pratt, M.D., Executive Medical Director for Behavioral Health

State of Compliance

The Department has met the requirements of Evaluation Criteria 83. There has been no change in commitment status of any person originally committed solely as a person with a developmental disability without proper notice to that person's parent and/or guardian and a full hearing before the appropriate adjudicative body.

The Department's Central Pre-Admissions reviews all potential admissions and transfers to ensure compliance with the *Jensen Settlement Agreement* and to ensure the most appropriate placement for the person.

Evaluation Criteria 84

All persons presently confined at Minnesota Security Hospital who were committed solely as a person with a developmental disability and who were not admitted with other forms of commitment or predatory offender status set forth in paragraph 1, above, are transferred by the Department to the most integrated setting consistent with Olmstead v. L.C. , 527 U.S. 581 (1999).

Responsible Party: Carol Olson, Executive Director, Forensic Treatment Services

State of Compliance

The Department has met the requirements of Evaluation Criteria 84. Prior to the adoption date of the Comprehensive Plan of Action, any person confined at Minnesota Security Hospital who was committed solely as a person with a developmental disability and who was not admitted with other forms of commitment or predatory offender status had been transferred to a community setting.

During Calendar Year 2015, there were six *Jensen Class Members* at Minnesota Security Hospital:

- One person committed as Mentally Ill, with Predatory Offender status (D1, admitted December 23, 2015)

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

- Two persons committed as Mentally Ill and Dangerous (R1, admitted January 25, 2010 and B1, admitted June 16, 2003¹⁶)
- Three persons committed as Developmentally Disabled, with Predatory Offender status (M1, admitted July 2, 2008; R2, admitted April 24, 2011; and T1, admitted June 6, 2008)

In addition, one person who is a member of the Therapeutic Follow-up group was committed to Minnesota Security Hospital as Mentally Ill (K1, admitted August 7, 2015).

To ensure the Department continues to meet the requirements of Evaluation Criteria 84, the Department will continue to monitor potential admissions and transfers so there are no people committed to Minnesota Security Hospital solely as a person with a developmental disability, without other forms of commitment or predatory offender status.

Closure of MSHS-Cambridge and Replacement with Community Homes and Services (EC 89 – 92, 94, 96)¹⁷

Evaluation Criteria 89

Staff hired for new positions as well as to fill vacancies, will only be staff who have experience in community based, crisis, behavioral and person-centered services and whose qualifications are consistent with the Settlement Agreement and currently accepted professional standards. Staff reassigned from MSHS-Cambridge will receive additional orientation training and supervision to meet these qualifications within 6 months of reassignment.

Responsible Party: Mark Brostrom, Director, Community-based Services Short term Supports

State of Compliance

The Department has met the requirements of Evaluation Criteria 89. Staff reassigned to Minnesota Life Bridge community homes from MSHS-Cambridge received additional orientation training and supervision to meet the listed qualifications within six months of reassignment. All staff receive individual site-specific training and continue to progress toward annual training expectations. The Minnesota Life Bridge training year runs from March 12 to the following March 11. The 2015/2016 annual training period is currently in progress. See also Settlement Agreement Section IX.A. Other Practices at the Facility – Staff Training (EC 54- 57)

Minnesota Life Bridge Person-Centered Plan Facilitator, Mike Sherman, started work at Minnesota Life Bridge on April 22, 2015. Mr. Sherman has assumed responsibility for person-centered plans and

¹⁶ Minnesota Security Hospital provisionally discharged B1 on January 21, 2016.

¹⁷ While East Central is a Facility as defined by the CPA, East Central is not one of the treatment homes contemplated by these specific Evaluation Criteria. Therefore, East Central is not reported on in this section of this report.

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

associated staff training at Minnesota Life Bridge. Mr. Sherman has also made himself available for trainings in other Direct Care and Treatment programs. Mr. Sherman received training in PATH, MAPS, and several other person-centered planning strategies by Jack Pearpoint and Lynda Kahn, the creators of PATH and MAPS. Mr. Sherman has also been facilitating person-centered plans, using PATH, MAPS, One Page Profiles, and several other tools since 2011¹⁸.

Evaluation Criteria 90

Provide integrated vocational options including, for example, customized employment.

Responsible Party: Amber Maki, Clinical Coordinator, Minnesota Life Bridge

State of Compliance

The Department has met the requirements of Evaluation Criteria 90. The initial focus when a person begins receiving Minnesota Life Bridge services is to address the crisis or emergent situation that brought them to Minnesota Life Bridge. Once that is adequately addressed, Minnesota Life Bridge and the person together continue to develop and enrich their person-centered plans and transition planning.

Based on the person-centered work completed with each person served by Minnesota Life Bridge, opportunities for developing or exercising vocational skills that meet the expressed interests of that person are explored. Sometimes this entails learning or brushing up on pre-vocational skills and activities (for example, what an employer expects of an employee, such as hygiene, clothing, work hours). This could also entail skills assessments and discussions to better clarify educational or vocational needs. Based on the person's needs and interests, there could be other individualized activities.

To ensure that the Department continues to meet criteria for Evaluation Criteria 90, Minnesota Life Bridge will continue offering opportunities to explore and develop vocational skills and experiences. Minnesota Life Bridge will continue to assist people with vocational assessments, training, seeking or attaining resources, and applying for and maintaining employment.

Over the next year, the Jensen Internal Reviewer, Dr. Dan Baker, will complete Rhythm of the Day assessments with each person currently supported by Minnesota Life Bridge to determine if the person is employed in competitive, integrated employment that meets the person's preferences. Dr. Baker will pay special attention to the use of customized employment strategies and tools, such as the Discovery Process, for persons who might have difficulty maintaining employment with traditional supported employment methods.

¹⁸ Mr. Sherman's resume was included in the Eighth CPA Compliance Report filed with the Court on May 15, 2015 (Exhibit 189)

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

Employment is seen as both an outcome and as a mental wellness intervention. The *Jensen* Internal Reviewer will work with Minnesota Life Bridge staff to promote the inclusion of mental wellness and positive psychology interventions for each person currently supported by Minnesota Life Bridge.

Evaluation Criteria 91

All requirements in this Comprehensive Plan of Action are fully met for each individual served in the area of Person-Centered Planning.

Responsible Party: Amber Maki, Clinical Coordinator, Minnesota Life Bridge

State of Compliance

The Department has met the requirements of Evaluation Criteria 91. The process to fully meet all requirements in the area of person-centered planning is in place and operational. Revising and updating plans is an ongoing process. The Department will continue to review and revise policies, practices, forms, and templates for person-centered planning as necessary to comply with the Comprehensive Plan of Action. Training and technical assistance on person-centered planning is available through Minnesota Life Bridge, Disability Services Division, Community Support Services, *Jensen* Implementation Office, the College of Direct Supports, and other sources.

Minnesota Life Bridge Person-Centered Plan Facilitator, Mike Sherman, started work at Minnesota Life Bridge on April 22, 2015. Mr. Sherman has assumed responsibility for person-centered plans and associated staff training at Minnesota Life Bridge. Mr. Sherman has also made himself available for trainings in other Direct Care and Treatment programs.

See also section on Department Activities to Build Community Capacity and Address Barriers to Transition.

Evaluation Criteria 92

All requirements in this Comprehensive Plan of Action are fully met for each individual served in the area of Transition Planning.

Responsible Party: Amber Maki, Clinical Coordinator, Minnesota Life Bridge

State of Compliance

The Department has met the requirements of Evaluation Criteria 92. The process to fully meet all requirements in the area of transition planning is in place and operational. Revising and updating plans is an ongoing process. The Department will continue to review and revise policies, practices, forms, and templates for transition planning as necessary to comply with the Comprehensive Plan of Action. The Department will maintain best practices in supporting people to take meaningful steps towards the lives they envision for themselves.

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

In January 2016,¹⁹ the *Jensen* Implementation Office initiated regular meetings with Department staff and consultants to the *Jensen* Settlement Agreement, Roberta Opheim and Dr. Colleen Wieck. The purpose of these meetings is to review and discuss quality improvement activities and verification of the *Jensen* Settlement Agreement Comprehensive Plan of Action Evaluation Criteria. One of the initial areas of focus will be transition planning,

See also section on Department Activities to Build Community Capacity and Address Barriers to Transition.

Evaluation Criteria 94

All sites, programs and services established or utilized under this Comprehensive Plan of Action shall be licensed as required by state law.

Responsible Party: Mark Brostrom, Director, Community-based Services Short-term Supports

State of Compliance

The Department has met the requirements of Evaluation Criteria 94. Minnesota Life Bridge has and will continue to maintain appropriate licensure for all community settings by reapplying annually or as otherwise required. The *Jensen* Implementation Office has and will continue to verify that licenses are timely and appropriate by confirming program licensure using the DHS Licensing Lookup web page and storing a copy of the licenses in the *Jensen* SharePoint site.

Services funded through Medical Assistance must be from providers registered with the Department.

Evaluation Criteria 96

Residents currently at MSHS-Cambridge transition to permanent community homes.

Responsible Party: Mark Brostrom, Director, Community-based Services Short term Supports

State of Compliance

The Department has met the requirements of Evaluation Criteria 96. The final person transitioned from MSHS-Cambridge transitioned to a permanent community home in August 2014.

¹⁹ The first *Jensen* Settlement Agreement Comprehensive Plan of Action Meeting is scheduled for January 28, 2016.

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

Modernization of Rule 40 (EC 100 and 101)

Evaluation Criteria 100

Within the scope set forth above, the rule-making process initiated by the Department of Human Services pursuant to the Settlement Agreement, the Department shall by December 31, 2014 propose a new rule in accordance with this Comprehensive Plan of Action ("Proposed Rule"). This deadline may be extended for good cause shown upon application to the Court not later than 20 days prior to the deadline.

Should the Department of Human Services believe that it requires additional rule-making authority to satisfy the requirements of this Plan, in order to apply the rule to all providers covered by Rule 40 and the scope of this Plan, the Department will seek an amendments to statutes in the 2014 Minnesota Legislative session to ensure that the scope of the Rule 40 modernization stated above is fulfilled and will apply to all of the facilities and services to persons with developmental disabilities governed by Rule 40. Any proposed amendment(s) are subject to the notice and comment process under EC __ below. If legislative approval for the requested authority is not obtained in the 2014 Minnesota Legislative session, the Court may use its authority to ensure that the Adopted Rule will apply consistent with the scope set forth in EC 99. By August 31, 2015, the Department of Human Services shall adopt a new rule to modernize Rule 40 ("Adopted Rule"). This deadline may be extended for good cause shown upon application to the Court not later than 60 days prior to the deadline.

Responsible Party: Karen Sullivan Hook, Deputy Senior Counsel, Administrative Law Office

State of Compliance

The Department completed the initial rule draft development phase in December 2014, culminating in the preparation of a Revisor-certified proposed rule and the Statement of Need and Reasonableness (SONAR) that supports it. The Department published the Notice of Hearing in the December 29, 2014 and January 12, 2015 *State Registers*.

The Office of Administrative Hearings held the rule hearing on February 23, 2015. The comment period remained open until March 16, 2015, at 4:30 pm., and the rebuttal period remained open until March 23, 2015, at 4:30 p.m. The Administrative Law Judge issued a report approving the rule on April 22, 2015. However, the Administrative Law Judge disapproved the cost determination required under Minnesota Statute § 14.127. The effect of this disapproval is that providers with fewer than 50 full-time employees would be able to claim exemption from the rule.

The Department requested and received a waiver from the Governor of the application of Minnesota Statute § 14.127, subd. 3 (regarding the cost determination disapproved by the Administrative Law Judge). The expiration date of the waiver is August 30, 2016. The Department intends to seek legislative approval of the rule, as contemplated by the statute, prior to expiration of the waiver.

The Department published the Notice of Adoption of Minnesota Rules, Chapter 9544 in the August 17, 2015, edition of the *Minnesota State Register* (40 SR 179), completing the promulgation of the rule. The rule became effective on August 31, 2015.

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

Evaluation Criteria 101

The Proposed Rule shall address the temporary use and tapering of carefully monitored individual medical restraints for self-injurious behavior while non-restraint positive behavior supports are implemented under professional supervision.

In formulating the Proposed Rule, and any other methods or tools of implementation, the Department shall carefully consider the recommendations of Dr. Fredda Brown, whose consultation on the Rule 40 modernization the Department requested with regard to matters on which the Advisory Committee had not reached consensus. The Department shall document the results of this review.

Responsible Party: Karen Sullivan Hook, Deputy Senior Counsel, Administrative Law Office

State of Compliance

The Department has met the requirements of Evaluation Criteria 101. In late June 2014, the Department provided the draft rule to the Court Monitor, Plaintiffs' Class Counsel, the Ombudsman for Mental Health and Developmental Disabilities, and the Executive Director of the Governor's Council on Developmental Disabilities. The Department met with Dr. Fredda Brown on August 20, 2014 and incorporated her input in the draft rule.

The rule became effective August 31, 2015. The Rule creates an External Program Review Committee and process to address the temporary use and tapering of carefully monitored individual medical restraints for self-injurious behavior while non-restraint positive behavior supports are implemented under professional supervision (Minnesota Administrative Rules § 9544.0130).

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

Department Activities to Build Community Capacity and Address Barriers to Transition

During Calendar Year 2015, the Department was involved in a variety of training and other activities to increase capacity of existing providers and support planners (e.g., knowledge, skills, tools, funding, physical capacity) to serve people with complex behavior support needs.

Person-Centered Principles/Practices

During Calendar Year 2015, Department activities relating to person-centered principles and practices included two Support Planning Professionals Learning Community statewide videoconferences;²⁰ Transition Protocols Training statewide videoconference;²¹ Person-Centered Thinking in-person training;²² and Person-Centered Plan Scoring Criteria & Checklist training via WebEx.²³

The Department's Disability Services Division is also developing a number of DHS Bulletins on person-centered, informed choice and transition protocols that are scheduled to be sent to lead agencies and providers beginning February 2016.²⁴

Positive Supports

During Calendar Year 2015, Department activities relating to positive supports included a Positive Support Community of Practice statewide videoconference ([Introduction to the Positive Supports Rule](#)) that 1,910 people attended via Livestream. On August 19, 2015, the Department also made available a six-part online course (The Positive Supports Rule - MN Rule 9544) via [DHS TrainLink](#) (Course Code (PSR 100)). The online modules include:

1. Introduction to the Positive Supports Rule
2. Positive Support Strategies and Person-Centered Planning
3. Prohibited and Allowed Procedures in the Positive Supports Rule

²⁰ November 4, 2014: Support Planning Professionals Learning Community Training Session 1: Olmstead and Transition Protocols (404 people registered and Disability Services Division estimates at least 300 attendees) and December 16, 2015: Support Planning Professionals Learning Community Session 2: Overview of Person Centered Practices (120 attendees).

²¹ November 5, 2015: Transition Protocols Training Session 2: How to develop an Action Plan (208 Attendees)

²² Department staff delivered two-day course in St. Cloud. Twenty-five people trained, representing REM, Sherburne County, and Stearns County.

²³ Six agencies participated as part of the autism foster care project including Meridian, REM, Anoka County, Blue Earth County, Sherburne County and Stearns County.

²⁴ The Department issued [DHS Bulletin #16-56-01: Lead Agency Requirements for Person-Centered Principles and Practices – Part 1](#) on February 11, 2016 and [DHS Bulletin #16-56-01: Lead Agency Requirements for Person-Centered Principles and Practices – Part 2](#) on March 4, 2016.

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

4. The Roles of Professionals in the Positive Supports Rule
5. Documentation and Reporting in the Positive Supports Rule
6. Positive Supports Rule Assessment

On December 11, 2015, the Department distributed the first edition of Positive Supports Rule FAQ to DHS license holders' authorized agents.

During Calendar Year 2015, the Department also provided positive supports-related technical assistance through the positivesupports@state.mn.us email box. Between October 1, 2015, and December 31, 2015, the Department closed 183 cases or questions on the following topics: positive support transition plans (116); positive supports (6); positive supports rule (58) and prohibited procedures (3).

During Calendar Year 2015, the Department also provided technical assistance outreach to providers on 24 cases, based on Behavior Intervention Reporting Form (BIRF) reports.

Rate Exception Requests

Persons with exceptional needs that cannot be met by the disability waiver rate system framework²⁵ rate may request an exception. During Calendar Year 2015, the Department approved 69 rate exception requests.

Corporate Foster Care Moratorium Exceptions

During Calendar Year 2015, the Department approved 64 corporate foster care moratorium exception requests. However, of the 64 exceptions requests that the Department approved, only 28 exceptions were used.

The 2009 Minnesota Legislature authorized a moratorium on the growth of adult and child corporate foster care. Moratorium exceptions include development of corporate capacity necessary to serve the following:

- People with a hospital level of care (Community Alternative Care (CAC) waiver or Brain Injury- Neurobehavioral Hospital (BI-NB) waiver
- Settings that require MN Statutes Chapter 144D housing with services registration (80% or more of the residents are age 55 or older)

²⁵ The disability waiver rate system (DWRS) determines individualized payment rates for certain Brain Injury (BI), Community Alternative Care (CAC), Community Access for Disability Inclusion (CADI), and Developmental Disability (DD) waiver services. Additional information on the Rate Management system can be found in the Community-based Services Manual.

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

- Closure of a nursing facility, Intermediate Care Facility, Intermediate Care Facility for Persons with Developmental Disabilities (ICF/DD), regional treatment center, or due to restructuring of state-operated facilities and closure plans in place and
- People transitioning out of Minnesota Security Hospital or Anoka Metro Regional Treatment Center.

Navigator

As part of the Single Point of Entry project, the Department's Disability Services Division Community Capacity Building Team, Community Support Services, and Minnesota State Operated Community Services provide one-to-one engagement in cases where providers involuntarily discharge people from residential services. To help secure residential services, the Department navigator works closely with the case manager. Together the navigator and case manager determine what steps have already been taken, network with providers with known or potential capacity to serve people, and provide consultation on options and resources including the following: exploration of rate and moratorium exceptions; development of person-centered description; referral to Metro Crisis Coordination Program (MCCP)/Community Support Services (CSS), for behavioral consultation and determination of whether a person meets safety net criteria.

Increase Crisis Respite Capacity

The Department's Disability Services Division is developing a Request for Proposal (RFP) to increase out-of-home crisis respite capacity. The RFP intends to award licensed capacity for up to 20 people within the seven-county Twin Cities metro area (12 for children, 8 for adults) and for up to 20 people in greater (outside the Twin Cities metro area) Minnesota. Drafts of the RFP were developed and updated between December 2 and December 31, 2015.²⁶

Activities under the Department's Contract with the University of Minnesota's Institute for Community Integration (ICI)

During Calendar Year 2015, ICI provided 13 Person-Centered Thinking Trainings (two-day course);²⁷ nine workshops on Developing Person-Centered Organizations (half-day course);²⁸ and Technical

²⁶ The Department began routing the RFP for approval on February 17, 2016.

²⁷ Between September 1 and December 31, 2015, trainings held in Anoka, Carver, Clay, Dakota, Faribault, Hennepin, Houston, Martin, McLeod, Ramsey, Rice, St. Louis, Sibley and Washington counties. Thirty-six people trained.

²⁸ Between July 1 and December 31, 2015, trainings held in Blue Earth, Carlton, Crow Wing, Kandiyohi, Olmsted, Polk, and Ramsey (x3) counties. 540 people from 282 organizations trained.

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

Assistance and Training: Organizational Implementation of Person-Centered and Positive Support Practices²⁹. Work on the development of an application for second cohort agencies is underway.

Technical Assistance and Training: Organizational Implementation of Person-Centered and Positive Support Practices is a year-long program of training and technical assistance for organizational change related to implementation of person-centered practices and positive supports in services for people who receive long-term supports. The program also intends to make available two additional years of training and technical assistance to all organizations who successfully complete the program.

In the second quarter of Fiscal Year 2016,³⁰ ICI began the development of an online survey to assess the availability of person-centered planning facilitators in Minnesota, and the need for additional resources. In the third quarter of Fiscal Year 2016, ICI will implement the survey, review survey results, and provide a summary of findings to the Department.

To build capacity in Minnesota, for credentialing of professionals to deliver the two-day Picture of a Life Person-Centered Planning Training, planning occurred during second quarter Fiscal Year 2016 to identify and recruit eligible trainer candidates and schedule training sessions. Thirteen sessions, to train six Picture of a Life Trainers, will take place during the third and fourth quarters of Fiscal Year 2016.

College of Direct Support (Direct Course)

During Calendar Year 2015, 1,967 new learners were added in Minnesota to the **College of Direct Support (Direct Support)**; the current total is 20,432 learners. The College of Direct Support, in partnership with DHS, offers online training to people with disabilities and their families. The College of Direct Support provides a core curriculum that focuses on improving knowledge, promoting quality services and helping people with disabilities lead more self-directed lives. The University of Minnesota develops the courses through its **Research and Training Center on Community Living**.

The Department offers the College of Direct Support content free to persons with disabilities who self-direct their services and supports, families of individuals with disabilities who self-direct services and support, and Department, county and tribal staff, including advisory groups and members of the board of directors. The Department offers the College of Direct Support to providers at variable costs based on the number of people they serve.

²⁹ Technical Assistance and training is being provided to four agencies (Hennepin County, Mains'l, Rise, and Residential Services of NE Minnesota) over two years (March 2015-February 2017)

³⁰ The Department's Fiscal Year runs from July 1 to June 30.

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

The Person-Centered Planning and Supports course includes four lessons:

1. Foundations of Person-Centered Planning
2. An Overview of Person-Centered Approaches
3. The Person-Centered Planning Process
4. Bringing Person-Centered Plans to Life

The Positive Behavior Support course includes seven lessons:

1. Understanding Behavior
2. Functions and Causes of Behavior
3. Understanding Positive Approaches
4. Preventing Challenging Behavior
5. Responding to Challenging Behavior
6. Behavior Support Plans
7. Rules, Regulations, Policies, and Rights

As of December 31, 2015, 19,080 learners³¹ have completed Person-Centered Support Lessons and 24,489 learners have completed Positive Support Lessons.

Introduction to the Jensen Settlement Agreement

In September 2015, the Department, in collaboration with the University of Minnesota Institute on Community Integration, launched an Introduction to the Jensen Settlement Agreement module in the College of Direct Supports. As of December 31, 2015, 379 learners have completed the Jensen Settlement Agreement module.

Single Point of Entry

One of the challenges reported in the Ninth *Jensen* Settlement Agreement CPA Update Report (Doc 531) concerning the implementation of the Single Point of Entry was that the implemented subset of CareManager³² requires staff to spend approximately one hour of data entry per new client. This is in part because staff need to access other systems (such as MMIS) to obtain important information that they were not able to gather in the initial contact.

³¹ Learners are a part of the "DHS Super Facility" group.

³² Information entered into the Single Point of Entry is maintained in CareManager

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

Full implementation of CareManager would eliminate or minimize the need to continue storing data in other databases. The Department has scheduled a meeting on February 29, 2016, to discuss possible funding options for ongoing costs related to CareManager.

Governance of the Single Point of Entry project is provided by the Single Point of Entry Steering Committee, which includes representatives from across the Department and counties and by the Project Sponsors, the Director of the Disability Services Division and the Executive Director of Direct Care and Treatment Community-Based Services.

In addition, a CareManager Work Group discusses system issues and recommends changes to the day-to-day business processes that support SPE. This work group also considers whether any changes should be made to the technology.

Evaluation Criteria Index

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|---|--|------------------------|
| 1. | The Facilities will comply with Olmstead v. L.C. The Facilities are and will remain licensed to serve people with developmental disabilities. The Facility will eliminate unnecessary segregation of individuals with developmental disabilities. People will be served in the most integrated [sic] setting to which they do not object. Each individual's program will include multiple opportunities on an ongoing basis to engage with: (1) citizens in the community; (2) regular community settings, (3) participating in valued activities (4) as members of the community. These community activities will be highly individualized, drawn from the person-centered planning processes, and developed alongside the individual. | <u>Settlement Agreement Section IV. METO Closure</u> | Annual |
| 1.1 | Each individual's planning processes will specifically address integration within the following life areas: (1) home; (2) work; (3) transportation; (4) lifelong learning and education; (5) healthcare and healthy living; and (6) community and civic engagement. | <u>Settlement Agreement Section IV. METO Closure</u> | |
| 1.2 | Cambridge and successor facilities apply strong efforts to individualize and personalize the interior setting of the home. This includes exerting maximal feasible efforts to assist individuals to personalize and individualize their bedrooms and common areas, to make each common area aesthetically pleasing, and to actively support individuals to bring, care for, acquire, and display personal possessions, photographs and important personal items. Consistent with person-centered plans, this may include the program purchasing such items, which will build towards transition to a new place to live. | <u>Settlement Agreement Section IV. METO Closure</u> | |
| 2. | Facilities utilize person-centered planning principles and positive behavioral supports consistent with applicable best practices including, but not limited to the Association of Positive Behavior Supports, Standards of Practice for Positive Behavior Supports. | <u>Settlement Agreement Section IV. METO Closure</u> | Semi-Annual |
| 2.1 | Each individual will be involved to the greatest extent possible in the development of a person-centered profile centering on learning from the person and those who know the person best about their history, preferences, life experiences, interests, talents, and capacities among other areas within 30 days of admission. This profile will be updated and revised as more is learned over time on at least a monthly basis. A revised person-centered profile format will be developed from the current person-centered description to include the above areas and to include a method to note when revisions and | <u>Settlement Agreement Section IV. METO Closure</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|--|------------------------|
| | additions are made, by whom, and in what venue (e.g., a person-centered meeting of the support team, interview, an individual update by a staff member, a phone call). | | |
| 2.2 | From the understanding in the person-centered profile, a person-centered plan will be completed which includes the development of a shared vision of the future to work towards within 30 days of admission, as well as agreements and shared objectives and commitments . | <u>Settlement Agreement Section IV. METO Closure</u> | |
| 2.3 | The person-centered plan will directly inform the development of the individualized program plan (or Coordinated Service Support Plan). Such plans will build on the strengths and interests of the individual, and moving towards increasing relationships, roles, and community integration in these areas of life. | <u>Settlement Agreement Section IV. METO Closure</u> | |
| 2.4 | The person-centered plan will directly inform the development of a Positive Behavior Support Plan. Life direction, talents, and interests will be capitalized on in any planned intervention. Each behavior support plan will include teaching strategies to increase competencies and build on the strengths of the person. | <u>Settlement Agreement Section IV. METO Closure</u> | |
| 2.5 | Each behavior support plan will be unique to each individual. The use of token economies and contingent reinforcement will be used sparingly, not for punishment, and only when weighed again the potential risks to the person's image and competencies in terms of exercising personal autonomy. | <u>Settlement Agreement Section IV. METO Closure</u> | |
| 2.6 | Each behavior support plan will include a summary of the person's history and life experiences, the difficulties and problems the person is experiencing, past strategies and results, and a comprehensive functional behavioral analysis, from which strategies are derived. | <u>Settlement Agreement Section IV. METO Closure</u> | |
| 2.7 | Each Functional Behavioral Analysis will include a: a. Review of records for psychological, health and medical factors which may influence behaviors; b. Assessment of the person's likes and dislikes (events / activities / objects / people); c. Interviews with individual, caregivers and team members for their hypotheses regarding the causes of the behavior; d. Systematic observation of the occurrence of the identified behavior for an accurate definition/description of the frequency, duration and intensity; e. Review of the history of the behavior and previous interventions, if available; | <u>Settlement Agreement Section IV. METO Closure</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|--|------------------------|
| | <p>f. Systematic observation and analysis of the events that immediately precede each instance of the identified behavior;</p> <p>g. Systematic observation and analysis of the consequences following the identified behavior;</p> <p>h. Analysis of functions that these behaviors serve for the person;</p> <p>i. Analysis of the settings in which the behavior occurs most/least frequently. Factors to consider include the physical setting, the social setting, the activities occurring and available, degree of participation and interest, the nature of teaching, schedule, routines, the interactions between the individual and others, degree of choice and control, the amount and quality of social interaction, etc.</p> <p>j. Synthesis and formulation of all the above information into a hypothesis regarding the underlying causes and/or function of the targeted behavior.</p> <p>or shall be consistent with the standards of the Association of Positive Behavior Supports, Standards of Practice for Positive Behavior Supports (http://apbs.org).</p> | | |
| 2.8 | <p>Each positive behavior support plan will include: 1. Understanding how and what the individual is communicating; 2. Understanding the impact of others' presence, voice, tone, words, actions and gestures; 3. Supporting the individual in communicating choices and wishes; 4. Supporting workers to change their behavior when it has a detrimental impact; 5. Temporarily avoiding situations which are too difficult or too uncomfortable for the person; 6. Enabling the individual to exercise as much control and decision making as possible over day-to-day routines; 7. Assisting the individual to increase control over life activities and environment; 8. Teaching the person coping, communication and emotional self-regulation skills; 9. Anticipating situations that will be challenging, and assisting the individual to cope or calm; 10. Offering an abundance of positive activities, physical exercise, and relaxation, and 11. As best as possible, modifying the environment to remove stressors (such as noise, light, etc.).</p> | <u>Settlement Agreement Section IV. METO Closure</u> | |
| 2.9 | The format used for Positive Behavioral Support Plans will be revised to include each of the above areas, and will be used consistently. | <u>Settlement Agreement Section IV. METO Closure</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|--|-------------------------|
| 3. | Facilities serve only "Minnesotans who have developmental disabilities and exhibit severe behaviors which present a risk to public safety." | <u>Settlement Agreement Section IV. METO Closure</u> | Semi-Annual |
| 3.1 | 3.1 All referrals for admission will be reviewed by the admissions coordinator to assure that they are persons with a Developmental Disability and meet the criteria of exhibiting severe behaviors and present a risk to public safety taking into account court ordered admissions. | <u>Settlement Agreement Section IV. METO Closure</u> | |
| 4. | Facilities notify legal representatives of residents and/or family to the extent permitted by law, at least annually, of their opportunity to comment in writing, by e-mail, and in person, on the operation of the Facility. | <u>Settlement Agreement Section IV. METO Closure</u> | Annual |
| 4.1 | Initiate annual written survey process to all legal representatives of residents and/or family to the extent permitted by law whose individual of interest was served within the past year which solicits input on the operation of the Facility. Each survey will be in the relevant language, and will include notification that comments on Facility operations may be offered in person or by mail or telephone by contacting Facility director or designee. | <u>Settlement Agreement Section IV. METO Closure</u> | |
| 4.2 | Aggregate data will be collected from survey responses received from each survey process. Facility staff will develop an action plan to outline changes which will be made as a result of survey data, and implement those changes. | <u>Settlement Agreement Section IV. METO Closure</u> | |
| 5. | The State/DHS immediately and permanently discontinues all the prohibited restraints and techniques. | <u>Settlement Agreement Section V.A. Prohibited Techniques – Restraint</u> | Exception ³³ |

³³ Exception Reporting has the meaning that the reporting will occur more frequently than semi-annually, if concerns are noted.

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|--|------------------------|
| 5.1 | DHS will issue a memorandum to all Facility staff confirming the Department's commitment to provide services and supports which are consistent with best practices including: 1) Providing individuals with a safe and therapeutic environment which includes positive behavioral supports and training on behavioral alternatives; 2) Recognizing that restraints are not a therapeutic intervention; 3) An immediate prohibition on prone restraint, mechanical restraints, seclusion and time out; 4) The Facilities' goal towards immediate reduction and eventual elimination of restraint use whenever possible; and 5) Restraint use is permitted only when the client's conduct poses an imminent risk of physical harm to self or others and less restrictive strategies would not achieve safety; client refusal to receive / participate in treatment shall not constitute and emergency. | <u>Settlement Agreement Section V.A. Prohibited Techniques – Restraint</u> | |
| 5.2 | The Facility shall remove "mechanical restraint," "prone restraint," "prone hold" and all other prohibited techniques from all current Facility forms and protocols. | <u>Settlement Agreement Section V.A. Prohibited Techniques – Restraint</u> | |
| 5.3 | Facility policy(s) on Emergency Interventions shall minimally include: 1) The type of emergency interventions permitted and prohibited; 2) The protocol for administering emergency interventions; 3) The authorization and supervision needed for each emergency intervention; 4) The medical monitoring required during and after each restraint; 5) The review requirements of each emergency intervention (administrative, internal and external); 6) The data collection and aggregate data review of restrictive intervention usage. The Facility policy shall separate and clearly delineate "therapeutic interventions" from "emergency restraint / interventions." Current Facility policy/procedures shall be revised to comply with these requirements. | <u>Settlement Agreement Section V.A. Prohibited Techniques – Restraint</u> | |
| 5.4 | All Facility staff members have received competency-based training on the policy / procedures identified immediately above. | <u>Settlement Agreement Section V.A. Prohibited Techniques – Restraint</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|--|------------------------|
| 5.5 | Competency-based training on the policy / procedures identified above has been incorporated into Facility orientation and annual training curricula. | <u>Settlement Agreement Section V.A. Prohibited Techniques – Restraint</u> | |
| 6. | The State/DHS has not used any of the prohibited restraints and techniques. | <u>Settlement Agreement Section V.A. Prohibited Techniques – Restraint</u> | Exception |
| 6.1 | Facility Staff will specify on Restraint Form which emergency technique was employed, verifying that a prohibited technique was not used. | <u>Settlement Agreement Section V.A. Prohibited Techniques – Restraint</u> | |
| 6.2 | The supervisor will review each restraint with staff by the end of his/her shift, verifying that: 1) The threat of imminent harm warranted the emergency intervention, 2) The intervention was an approved technique and no suspicion exists that a prohibited technique was used; and 3) When applicable, what immediate corrective measures / administrative actions need to be taken. | <u>Settlement Agreement Section V.A. Prohibited Techniques – Restraint</u> | |
| 6.3 | Any/all use of prohibited techniques, e.g., prone restraints, mechanical restraints, seclusion, timeout, etc., will be investigated as potential allegations of abuse. Facility Staff are required to immediately report any suspected use of prohibited restraints / techniques to their supervisor.) | <u>Settlement Agreement Section V.A. Prohibited Techniques – Restraint</u> | |
| 6.4 | Reporting and review forms/procedures are revised, and utilized, to incorporate the above 6.1, 6.2 and 6.3. | <u>Settlement Agreement Section V.A. Prohibited Techniques – Restraint</u> | |
| 7. | Medical restraint, and psychotropic/ neuroleptic medication have not been administered to residents for punishment, in lieu of habilitation, training, behavior support plans, for staff convenience or as behavior modification. | <u>Settlement Agreement Section V.A. Prohibited Techniques – Restraint</u> | Exception |
| 7.1 | Facility policy shall specifically forbid the use of restrictive interventions, including medical restraints and/or psychotropic/neuroleptic medication for: the purposes of punishment; in lieu of | <u>Settlement Agreement Section V.A. Prohibited Techniques – Restraint</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|--|------------------------|
| | habilitation, training, or behavior support plans; for staff convenience; or as a behavior modification. | | |
| 7.2 | Facility policy will specify medication management protocols consistent with best practices in the support and treatment of individuals with cognitive and/or mental health disabilities. | <u>Settlement Agreement Section V.A. Prohibited Techniques – Restraint</u> | |
| 8. | Restraints are used only in an emergency. | <u>Settlement Agreement Section V.B. Prohibited Techniques – Policy</u> | Exception |
| 8.1 | Facility Staff will clearly document, on the restraint form, the circumstances leading up to the restraint and what imminent risk of harm precipitated the application of the restraint. This shall include what antecedent behaviors were present, what de-escalation and intervention strategies were employed and their outcomes. | <u>Settlement Agreement Section V.B. Prohibited Techniques – Policy</u> | |
| 8.2 | In the event a restraint was used in the absence of imminent risk of harm, staff will be immediately retrained on Facility policies addressing the "Therapeutic Interventions and Emergency Use of Personal Safety Techniques" policy with such retraining being entered into their training file. | <u>Settlement Agreement Section V.B. Prohibited Techniques – Policy</u> | |
| 9. | The Policy (Settlement Agreement Att. A, as it may be revised after court approval, dissemination and staff training) was followed in each instance of manual restraint | <u>Settlement Agreement Section V.B. Prohibited Techniques – Policy</u> | Exception |
| 9.1 | As part of its data management processes, the Facility will collect, review and analyze information related to staff's adherence to restraint policy. | <u>Settlement Agreement Section V.B. Prohibited Techniques – Policy</u> | |
| 10. | There were no instances of prone restraint, chemical restraint, seclusion or time out. [Seclusion: evaluated under Sec. V.C. Chemical restraint: evaluated under Sec. V.D.] | <u>Settlement Agreement Section V.B. Prohibited Techniques – Policy</u> | Exception |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|---|------------------------|
| 10.1 | Facility policy shall clearly identify prone restraint, chemical restraint, seclusion and timeout as "prohibited." | <u>Settlement Agreement Section V.B. Prohibited Techniques – Policy</u> | |
| 11. | There were zero instances of the use of Seclusion. Facility policy shall specify that the use of seclusion is prohibited. | <u>Settlement Agreement Section V.C. Prohibited Techniques – Seclusion and Time Out</u> | Exception |
| 12. | There were zero instances of the use of Room Time Out from Positive Reinforcement. Facility policy shall specify that the use of time out from positive reinforcement is prohibited. | <u>Settlement Agreement Section V.C. Prohibited Techniques – Seclusion and Time Out</u> | Exception |
| 13. | There were zero instances of drug / medication use to manage resident behavior OR to restrain freedom of movement. Facility policy specifies the Facility shall not use chemical restraint. A chemical restraint is the administration of a drug or medication when it is used as a restriction to manage the resident's behavior or restrict the resident's freedom of movement and is not a standard treatment or dosage for the resident's condition. | <u>Settlement Agreement Section V.D. Prohibited Techniques – Chemical Restraint</u> | Exception |
| 14. | There were zero instances of PRN orders (standing orders) of drug/ medication used to manage behavior or restrict freedom of movement. Facility policy specifies that PRN/ standing order medications are prohibited from being used to manage resident behavior or restrict one's freedom of movement. | <u>Settlement Agreement Section V.D. Prohibited Techniques – Chemical Restraint</u> | Exception |
| 15. | There is a protocol to contact a qualified Third Party Expert. | <u>Settlement Agreement Section V.E. Prohibited Techniques – 3rd Party Expert</u> | |
| 15.1 | Facility policy stipulates that a Third Party Expert will be consulted within 30 minutes of the emergency's onset. | <u>Settlement Agreement Section V.E. Prohibited Techniques – 3rd Party Expert</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|---|------------------------|
| 16. | There is a list of at least 5 Experts pre-approved by Plaintiffs & Defendants. In the absence of this list, the DHS Medical or designee shall be contacted. | <u>Settlement Agreement Section V.E. Prohibited Techniques – 3rd Party Expert</u> | |
| 17. | DHS has paid the Experts for the consultations. | <u>Settlement Agreement Section V.E. Prohibited Techniques – 3rd Party Expert</u> | |
| 18. | A listed Expert has been contacted in each instance of emergency use of restraint. | <u>Settlement Agreement Section V.E. Prohibited Techniques – 3rd Party Expert</u> | |
| 19. | Each consultation occurred no later than 30 minutes after presentation of the emergency. | <u>Settlement Agreement Section V.E. Prohibited Techniques – 3rd Party Expert</u> | |
| 20. | Each use of restraint was an "emergency." | <u>Settlement Agreement Section V.E. Prohibited Techniques – 3rd Party Expert</u> | |
| 21. | The consultation with the Expert was to obtain professional assistance to abate the emergency condition, including the use of positive behavioral supports techniques, safety techniques, and other best practices. If the Expert was not available, see V.F. below. | <u>Settlement Agreement Section V.E. Prohibited Techniques – 3rd Party Expert</u> | |
| 21.1 | On the restraint form, Facility staff will identify the Third Party or other expert and will document all recommendations given by the consultant, techniques, and the efficacy and outcomes of such interventions. When reviewing the restraint form, 24 hours post-restraint, Designated Coordinator will verify that Facility staff contacted the medical officer within 30 minutes of the emergency's onset. | <u>Settlement Agreement Section V.E. Prohibited Techniques – 3rd Party Expert</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------------|--|---|------------------------|
| 22. | The responsible Facility supervisor contacted the DHS medical officer on call not later than 30 minutes after the emergency restraint use began. | <u>Settlement Agreement Section V.E. Prohibited Techniques – 3rd Party Expert</u> | Exception |
| 23.1 [sic] | On the Restraint Form, the Facility supervisor will document both the date/time that the emergency restraint began and the date/time s/he contacted the designated medical officer. | <u>Settlement Agreement Section V.E. Prohibited Techniques – 3rd Party Expert</u> | |
| 23. | The medical officer assessed the situation, suggested strategies for de-escalating the situation, and approved of, or discontinued the use of restraint. | <u>Settlement Agreement Section V.E. Prohibited Techniques – 3rd Party Expert</u> | Exception |
| 23.1 | The Facility supervisor will document on the restraint form and in the resident's record, the medical officer's de-escalation strategies, the outcome of those strategies used, and whether approval was needed and/or given for continued restraint use. | <u>Settlement Agreement Section V.E. Prohibited Techniques – 3rd Party Expert</u> | |
| 24. | The consultation with the medical officer was documented in the resident's medical record. | <u>Settlement Agreement Section V.E. Prohibited Techniques – 3rd Party Expert</u> | Exception |
| 24.1 | When conducting his/her post-restraint review, the Designated Coordinator will verify that the supervisor contacted the medical officer within 30 minutes of the emergency restraint and documented the details in the resident's medical record. | <u>Settlement Agreement Section V.E. Prohibited Techniques – 3rd Party Expert</u> | |
| 25. | All allegations were fully investigated and conclusions were reached. Individuals conducting investigations will not have a direct or indirect line of supervision over the alleged perpetrators; the DHS Office of the Inspector General satisfies this requirement. Individuals conducting investigations, interviews and/or writing investigative reports will receive competency-based training in best practices for conducting abuse / neglect investigations involving individuals with cognitive and/or mental health disabilities and interviewing. | <u>Settlement Agreement Section V.G. Prohibited Techniques – Zero Tolerance for Abuse and Neglect</u> | Exception |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|---|------------------------|
| 25.1 | DHS employees having responsibility for investigative duties will receive 8 hours of continuing education or in-service training each year specific to investigative practices. | <u>Settlement Agreement Section V.G. Prohibited Techniques – Zero Tolerance for Abuse and Neglect</u> | |
| 25.2 | Each investigation will undergo a quality review by a peer or supervisor who has, at minimum been trained in the requirements set forth in this Implementation Plan. | <u>Settlement Agreement Section V.G. Prohibited Techniques – Zero Tolerance for Abuse and Neglect</u> | |
| 25.3 | The Department will maintain an electronic data management system, to track all information relevant to abuse/neglect investigations. This data management system will minimally include: 1) Incident date; 2) Report date; 3) Incident location; 4) Provider; 5) Allegation type; 6) Alleged victim; 7) Alleged perpetrator(s); 8) Injuries sustained; 9) Assigned investigator; 10) Date investigative report is completed; 11) Substantiation status; 12) Systemic issues identified and the corrective measures taken to resolve such issue; 13) Whether or not the case was referred to the county attorney; and 14) Whether or not charges were filed; and 15) Outcome of charges. | <u>Settlement Agreement Section V.G. Prohibited Techniques – Zero Tolerance for Abuse and Neglect</u> | |
| 25.4 | Allegations substantiated by DHS Licensing (Office of Inspector General) will be documented in the client's Facility record. | <u>Settlement Agreement Section V.G. Prohibited Techniques – Zero Tolerance for Abuse and Neglect</u> | |
| 26. | All staff members found to have committed abuse or neglect were disciplined pursuant to DHS policies and collective bargaining agreement, if applicable. | <u>Settlement Agreement Section V.G. Prohibited Techniques – Zero Tolerance for Abuse and Neglect</u> | |
| 26.1 | All substantiated allegations of staff abuse or neglect are referred to Human Resources for human resources action in accordance with the definitions set forth under the Vulnerable Adults Act. All perpetrators will be disciplined in accordance with DHS policies and procedures and Union Contracts. | <u>Settlement Agreement Section V.G. Prohibited Techniques –</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|---|---|------------------------|
| | | <u>Zero Tolerance for Abuse and Neglect</u> | |
| 27. | Where appropriate, the State referred matters of suspected abuse or neglect to the county attorney for criminal prosecution. | <u>Settlement Agreement Section V.G. Prohibited Techniques – Zero Tolerance for Abuse and Neglect</u> | |
| 27.1 | All allegations of abuse or neglect related to care of residents of a Facility will be submitted to the common entry point to determine whether or not the case will be referred to the county attorney for criminal prosecution. | <u>Settlement Agreement Section V.G. Prohibited Techniques – Zero Tolerance for Abuse and Neglect</u> | |
| 28. | Form 31032 (or its successor) was fully completed whenever use was made of manual restraint. | <u>Settlement Agreement Section VI.A. Restraint Reporting & MGMT – Form 31032</u> | Exception |
| 28.1 | When reviewing the restraint form 24 hours post-restraint, the Designated Coordinator will verify that Form 31032 (or any successor) was completed timely, accurately and in its entirety. | <u>Settlement Agreement Section VI.A. Restraint Reporting & MGMT – Form 31032</u> | |
| 29. | For each use, Form 31032 (or its successor) was timely completed by the end of the shift. | <u>Settlement Agreement Section VI.A. Restraint Reporting & MGMT – Form 31032</u> | Exception |
| 29.1 | When reviewing the restraint form 24 hours post-restraint, the Designated Coordinator will verify that Form 31032 (or any successor) was completed timely, accurately and in its entirety. | <u>Settlement Agreement Section VI.A. Restraint Reporting & MGMT – Form 31032</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|---|--|------------------------|
| 30. | Each Form 31032 (or its successor) indicates that no prohibited restraint was used. | <u>Settlement Agreement Section VI.A. Restraint Reporting & MGMT – Form 31032</u> | Exception |
| 30.1 | Staff will indicate what type of restraint was used on Form 31032 (or any successor). | <u>Settlement Agreement Section VI.A. Restraint Reporting & MGMT – Form 31032</u> | |
| 30.2 | When reviewing the restraint form, 24 hours or one business day post-restraint, the Designated Coordinator will verify that no prohibited techniques were used. | <u>Settlement Agreement Section VI.A. Restraint Reporting & MGMT – Form 31032</u> | |
| 31. | Within 24 hours, and no later than one business day, Form 31032 (or its successor) in each instance was submitted to the Office of Health Facility Complaints. | <u>Settlement Agreement Section VI.B. Restraint Reporting & MGMT – Notifications</u> | |
| 31.1 | Form 31032 (or its successor) is sent to the Office of Health Facility Complaints within 24 hours or no later than one business day. | <u>Settlement Agreement Section VI.B. Restraint Reporting & MGMT – Notifications</u> | |
| 32. | Within 24 hours, and no later than one business day, Form 31032 (or its successor) in each instance was submitted to the Ombudsman for MH & DD | <u>Settlement Agreement Section VI.B. Restraint Reporting & MGMT – Notifications</u> | Exception |
| 32.1 | Form 31032 (or its successor) is sent to the Ombudsman for MH & DD within 24 hours or no later than one business day. | <u>Settlement Agreement Section VI.B. Restraint Reporting & MGMT – Notifications</u> | |
| 33. | Within 24 hours, and no later than one business day, Form 31032 (or its successor) in each instance was submitted to the DHS Licensing | <u>Settlement Agreement Section VI.B. Restraint Reporting & MGMT – Notifications</u> | Exception |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|---|--|------------------------|
| 33.1 | Form 31032 (or its successor) is sent to DHS Licensing within 24 hours or no later than one business day. | <u>Settlement Agreement Section VI.B. Restraint Reporting & MGMT – Notifications</u> | |
| 34. | Within 24 hours, and no later than one business day, Form 31032 (or its successor) in each instance was submitted to the Court Monitor and to the DHS Internal Reviewer | <u>Settlement Agreement Section VI.B. Restraint Reporting & MGMT – Notifications</u> | |
| 34.1 | Form 31032 (or its successor) is sent to the Court Monitor and to the DHS Internal Reviewer within 24 hours or no later than one business day. | <u>Settlement Agreement Section VI.B. Restraint Reporting & MGMT – Notifications</u> | |
| 35. | Within 24 hours, and no later than one business day, Form 31032 (or its successor) in each instance was submitted to the legal representative and/or family to the extent permitted by law. | <u>Settlement Agreement Section VI.B. Restraint Reporting & MGMT – Notifications</u> | Exception |
| 35.1 | Form 31032 (or its successor) is sent to the legal representative, and/or family to the extent permitted by law, within 24 hours or no later than one business day. | <u>Settlement Agreement Section VI.B. Restraint Reporting & MGMT – Notifications</u> | |
| 36. | Within 24 hours, and no later than one business day, Form 31032 (or its successor) in each instance was submitted to the Case manager. | <u>Settlement Agreement Section VI.B. Restraint Reporting & MGMT – Notifications</u> | Exception |
| 36.1 | Form 31032 (or its successor) is sent to the case manager within 24 hours or no later than one business day. | <u>Settlement Agreement Section VI.B. Restraint Reporting & MGMT – Notifications</u> | |
| 37. | Within 24 hours, and no later than one business day, Form 31032 (or its successor) in each instance was submitted to the Plaintiffs' Counsel. | <u>Settlement Agreement Section VI.B. Restraint Reporting & MGMT – Notifications</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|--|------------------------|
| 37.1 | Form 31032 (or its successor) is sent to the Plaintiffs' Counsel within 24 hours or no later than one business day. | <u>Settlement Agreement Section VI.B. Restraint Reporting & MGMT – Notifications</u> | |
| 38. | Other reports, investigations, analyses and follow up were made in each case of restraint use. | <u>Settlement Agreement Section VI.C. Restraint Responses Are Not To Replace Other Incident Reporting, Investigation, Analysis & Follow-Up</u> | Annual |
| 38.1 | The Designated Coordinator will review each client incident, injury and/or restraint use within 1 business day of its occurrence to: 1) Evaluate the immediate health and safety of the individual(s) involved; 2) Ensure no prohibited techniques were used; 3) Ensure all documentation and notifications were properly made; and 4) Determine what, if any, immediate measures must be taken. | <u>Settlement Agreement Section VI.C. Restraint Responses Are Not To Replace Other Incident Reporting, Investigation, Analysis & Follow-Up</u> | |
| 38.2 | The Designated Coordinator will convene an Interdisciplinary Team (IDT) meeting within 5 business days of a restraint to: 1) Review the circumstances surrounding the behavioral emergency; 2) Determine what factors likely contributed to the behavioral emergency, i.e. life event, environmental, relational discord, etc.; 3) Identify what therapeutic interventions, including individualized strategies, were employed and why they were unsuccessful in de-escalating the situation; 4) Review and assess the efficacy of the individual's PBS plan, making changes as needed; 5) Determine if trends/patterns can be identified with this individual or this living area; and 6) Take all corrective measures deemed necessary, indicating what actions are being taken, the party responsible for taking such actions, the date by which these actions will be taken, and how the efficacy of such actions will be monitored. Documentation of the IDT meeting, including attendees, review and actions taken will be thoroughly documented in the individual's record. | <u>Settlement Agreement Section VI.C. Restraint Responses Are Not To Replace Other Incident Reporting, Investigation, Analysis & Follow-Up</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|--|------------------------|
| 38.3 | When changes to an individual's program plan and/or PBS plan are recommended during the IDT's restraint review, the Designated Coordinator will ensure that such changes are made within 2 business days of the IDT meeting related to the restraint use. | <u>Settlement Agreement Section VI.C. Restraint Responses Are Not To Replace Other Incident Reporting, Investigation, Analysis & Follow-Up</u> | |
| 38.4 | A facility-based Positive Behavioral Supports Review (PBSR), comprised of both behavioral analysts and non-clinical staff, will be established and maintained for the purposes of: 1) Reviewing all positive behavioral support plans to ensure they adhere to current best practice; 2) Approving and monitoring the efficacy of all positive behavioral support plans; 3) Reviewing the use of any restrictive and/or emergency interventions, i.e. restraints, 911 calls, etc. The PBSR Committee will meet on a monthly basis. | <u>Settlement Agreement Section VI.C. Restraint Responses Are Not To Replace Other Incident Reporting, Investigation, Analysis & Follow-Up</u> | |
| 38.5 | The PBSR committee will maintain meeting minutes detailing attendance (person/title); chairperson; individual and aggregate data review; issues and trends identified (individual and systemic); corrective measures to be taken; dates by which such corrective measures are to be completed; responsible parties, and follow-up of the previous month's action plans. | <u>Settlement Agreement Section VI.C. Restraint Responses Are Not To Replace Other Incident Reporting, Investigation, Analysis & Follow-Up</u> | |
| 38.6 | The Department will identify and address any trends or patterns from investigations. | <u>Settlement Agreement Section VI.C. Restraint Responses Are Not To Replace Other Incident Reporting, Investigation, Analysis & Follow-Up</u> | |
| 39. | In consultation with the Court Monitor during the duration of the Court's jurisdiction, DHS designates one employee as Internal Reviewer whose duties include a focus on monitoring the use of, and on elimination of restraints. | <u>Settlement Agreement Section VII.B. Restraint Review - Internal Reviewer</u> | Semi-Annual |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|---|------------------------|
| 40. | The Facility provided Form 31032 (or its successor) to the Internal Reviewer within 24 hours of the use of manual restraint, and no later than one business day. | <u>Settlement Agreement Section VII.B. Restraint Review - Internal Reviewer</u> | Exception |
| 40.1 | The shift supervisor/administrator on duty will notify the Internal Reviewer of the restraint within 24 hours and no later than one business day. Notification will be made electronically along with the completed Form 31032 (or its successor). | <u>Settlement Agreement Section VII.B. Restraint Review - Internal Reviewer</u> | |
| 41. | The Internal Reviewer will consult with staff present and directly involved with each restraint to address: 1) Why/how de-escalation strategies and less restrictive interventions failed to abate the threat of harm; 2) What additional behavioral support strategies may assist the individual; 3) Systemic and individual issues raised by the use of restraint; and 4) the Internal Reviewer will also review Olmstead or other issues arising from or related to, admissions, discharges and other separations from the facility. | <u>Settlement Agreement Section VII.B. Restraint Review - Internal Reviewer</u> | Semi-Annual |
| 41.1 | The Internal Reviewer will consult with staff present and directly involved with each restraint to address: 1) Why/how de-escalation[sic] strategies and less restrictive interventions [sic] failed to abate the threat of harm; 2) What additional behavioral support strategies may assist the individual; 3) Systemic and individual issues raised by the use of restraint; and 4) the Internal Reviewer will also review Olmstead or other issues arising from or related to, admissions, discharges and other separations from the facility. | <u>Settlement Agreement Section VII.B. Restraint Review - Internal Reviewer</u> | |
| 42. | On April 23, 2013, the Court appointed the Court Monitor as the External Reviewer, with the consent of Plaintiffs and Defendants. DHS funds the costs of the external reviewer. | <u>Settlement Agreement Section VII.B. Restraint Review - External Reviewer</u> | |
| 43. | After providing Plaintiffs' Class Counsel and the Department the opportunity to review and comment on a draft, the External Reviewer issues written quarterly reports informing the Department whether the Facility is in substantial compliance with the Agreement and the incorporated policies, enumerating the factual basis for its conclusions. | <u>Settlement Agreement Section VII.B. Restraint Review - External Reviewer</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|---|------------------------|
| 44. | In conjunction with duties and responsibilities under the Order of July 17, 2012, the Court Monitor reviews and makes judgments on compliance, makes recommendations and offers technical assistance in his discretion, and files quarterly and other reports with the Court. Timing of reports is subject to the Court's needs, results of Monitor's reviews, and to the monitoring plan pursuant to the Order of August 28, 2013. | <u>Settlement Agreement Section VII.B. Restraint Review - External Reviewer</u> | |
| 45. | The following have access to the Facility and its records: The Office of Ombudsman for Mental Health and Developmental Disabilities, The Disability Law Center, and Plaintiffs' Class Counsel. | <u>External Entity and Plaintiffs' Access</u> | Annual |
| 45.1 | Open access to the Facility, its successors, and their records is given to the Office of Ombudsman-MH/DD, The Disability Law Center and Plaintiffs' Class Counsel. | <u>External Entity and Plaintiffs' Access</u> | |
| 46. | The following exercised their access authority: The Office of Ombudsman for Mental Health and Developmental Disabilities, The Disability Law Center, and Plaintiffs' Counsel. | <u>External Entity and Plaintiffs' Access</u> | Annual |
| 46.1 | The Ombudsman-MH/DD, Disability Law Center and Plaintiffs' counsel have all exercised their authority to access the Facility, its successors, and their records. | <u>External Entity and Plaintiffs' Access</u> | |
| 47. | The State undertakes best efforts to ensure that each resident is served in the most integrated setting appropriate to meet such person's individualized needs, including home or community settings. Each individual currently living at the Facility, and all individuals admitted, will be assisted to move towards more integrated community settings. These settings are highly individualized and maximize the opportunity for social and physical integration, given each person's legal standing. In every situation, opportunities to move to a living situation with more freedom, and which is more typical, will be pursued. | <u>Settlement Agreement Section VIII. Transition Planning</u> | Semi-Annual |
| 47.2 | Regarding transition planning for individuals entering more restrictive settings, the tasks under Evaluation Criteria 48 to 53 shall be fulfilled. | <u>Settlement Agreement Section VIII. Transition Planning</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|---|---|------------------------|
| 48. | The State actively pursues the appropriate discharge of residents and provided them with adequate and appropriate transition plans, protections, supports, and services consistent with such person's individualized needs, in the most integrated setting and to which the individual does not object. | <u>Settlement Agreement Section VIII. Transition Planning</u> | Semi-Annual |
| 48.1 | Each individual currently living at MSHS-Cambridge, and any individuals admitted prior to its closure, will have an appropriate transition plan developed within 30 days of admission in accordance with the individual needs and preference for the most integrated setting possible. (For this purpose "admission" and "commitment" are treated the same.). | <u>Settlement Agreement Section VIII. Transition Planning</u> | |
| 48.2 | For individuals who may by law or court order be required to enter more restrictive and less integrated circumstances, such as incarceration in a prison, person-centered planning and transition planning is given the same importance as voluntary admissions. All efforts will be towards preparation and transition, safeguarding, negotiating with facilities, supports while in a facility, and implementing immediate post-facility transition into well-matched supports. | <u>Settlement Agreement Section VIII. Transition Planning</u> | |
| 49. | Each resident, the resident's legal representative and/or family to the extent permitted by law, has been permitted to be involved in the team evaluation, decision making, and planning process to the greatest extent practicable, using whatever communication method he or she (or they) prefer. | <u>Settlement Agreement Section VIII. Transition Planning</u> | Semi-Annual |
| 49.1 | Each individual and/or the individual's family and/or legal representative as desired by the individual or required by guardianship is permitted, actively encouraged, and welcomed to be involved in the individual's person-centered planning and decision making to the greatest extent practicable utilizing whatever communication method the individual prefers and respecting the individual's right to choose the participants. Invitations to all planning and evaluation meetings will be extended. Alternate means of participation will be extended to those who cannot travel or attend, including phone and video conferencing. | <u>Settlement Agreement Section VIII. Transition Planning</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|---|---|------------------------|
| 49.2 | Each individual will be invited and encouraged to participate in and take leadership in the person-centered planning processes when this is possible and desired by the person. In all circumstances, the person-centered planning process will be engaged in for and with all individuals, with the understanding that transition and change will happen, that the people are vulnerable, and may need the alliance and support of other allies to support the process of moving forward. High quality person-centered planning, including the development of person-centered profiles, plans, and transition plans, will not be delayed or minimized by a person's perceived level of readiness to take leadership of the process, or willingness to engage in the process. | <u>Settlement Agreement Section VIII. Transition Planning</u> | |
| 50. | To foster each resident's self-determination and independence, the State uses person-centered planning principles at each stage of the process to facilitate the identification of the resident's specific interests, goals, likes and dislikes, abilities and strengths, as well as support needs. | <u>Settlement Agreement Section VIII. Transition Planning</u> | Semi-Annual |
| 50.1 | Person-centered planning: 1) Will be started immediately upon meeting the person, before admission if possible; 2) Will be on-going; 3) Will be supported by a team of people who represent the interests of the person, if need be; 4) Without exception, and only if the person objects to the inclusion of specific people, the support team will include willing family members, case managers, current, past and future service workers, and at least one individual who is in a freely-given relationship with the person which is conflict-free. This can include a community advocate, citizen advocate, family member, or other individual who only has the welfare of the individual to consider. If the individual is unable or unwilling to participate, people who know about and care for the individual, with the individual's approval, will still be invited to engage in sharing their perspectives about what that positive future can be and what is needed to bring it about. This process will begin at first contact, with a first person-centered plan drawn up by day 30 after admission or 45 days from approval of this Plan. | <u>Settlement Agreement Section VIII. Transition Planning</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|---|---|------------------------|
| 50.2 | Each Person-Centered Plan will be enriched, altered and moved forward at least every 30 days as the person becomes better known and moves toward a new living situation. As plans for this new living situation emerge, each plan will include all activities relevant for transition to a new living situation, relevant and necessary supports to assure the person will have good success, and protections that need to be in place. | <u>Settlement Agreement Section VIII. Transition Planning</u> | |
| 50.3 | The information from each Person-Centered Plan will be fully incorporated into each person's transition plan, Positive Behavior Support Plan, goal plans, and service objectives within any Individual Service Plan. | <u>Settlement Agreement Section VIII. Transition Planning</u> | |
| 50.4 | All plan facilitators will have, or function under the active supervision of a staff person who has, significant experience and background in facilitation, social devaluation and its consequences, and the principles of Normalization / Social Role Valorization, person-centered thinking, and the various and vast array of useful tools and techniques which may be of use for a particular person. Any such supervisor shall co-sign and be responsible for the plan and plan process. In this manner, a thoughtful, authentic, individualized and successful planning process will result in meaningful outcomes. Evidence of use of various, individualized techniques for different individual people will be clear in the development of person -centered plans. (PATH, MAPS, Personal Futures Planning, One Page Profiles, and Helen Sanderson's Person-Centered Thinking, are examples). | <u>Settlement Agreement Section VIII. Transition Planning</u> | |
| 50.5 | An annual learning and professional development plan which includes the above areas will be developed with and for each facilitator of person-centered processes. It may include reading, research, formal, and informal training, mentoring, and development events. These learning and professional development plans will include a minimum of 25 hours per year of educational activities (formal and informal) focused on person-centered planning, and will be completed as planned. Attendance at professional conferences, in and out of state, will be supported and facilitated. | <u>Settlement Agreement Section VIII. Transition Planning</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|---|---|------------------------|
| 50.6 | Person-Centered Planning will include the intentional development of each support team's understanding and analysis of the individual's particular life experiences and how they have impacted the person. Themes, patterns, potential responses, and lessons should be drawn from this knowledge. Biographical timelines, or other person-centered means to capture histories and understand the person will be conducted for each person, with the collaboration of the person and family, if appropriate. | <u>Settlement Agreement Section VIII. Transition Planning</u> | |
| 50.7 | The development of a person-centered description or personal profile will be used to develop the initial person-centered plan. | <u>Settlement Agreement Section VIII. Transition Planning</u> | |
| 50.8 | The formats for the Person-Centered Plan, person-centered description or personal profile will be revised to comply with the content requirements of this CPA. The Individual Program Plan will incorporate the Person-Centered Plan. The Person-Centered Plan will be re-designed to reflect a person-centered approach and style. This will include adding: 1) The focus person's goals, interests and vision for the future; 2) The identification of any actions and plans towards achieving those goals; 3) Support to be provided and by whom; 4) Use of everyday, informal language and avoidance of unnecessary service jargon. Objectives for the Person-Centered Plan will be drawn directly from the person-centered description / profile. | <u>Settlement Agreement Section VIII. Transition Planning</u> | |
| 51. | Each resident has been given the opportunity to express a choice regarding preferred activities that contribute to a quality life. | <u>Settlement Agreement Section VIII. Transition Planning</u> | Semi-Annual |
| 51.1 | For each person served at a Facility, the Person-Centered Plan will include preferred activities, areas in which the person wants to learn and grow, relationships to strengthen, and competencies to learn. | <u>Settlement Agreement Section VIII. Transition Planning</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|---|---|------------------------|
| 51.2 | Frequent, daily opportunities will be built into daily life for each person to engage in meaningful activities that are personalized, individualized, and selected by the person. These will be activities planned with the person, and carried out in an individualized fashion. "House activities" will generally not be consistent with providing individualized, person-centered activities which the person freely chooses to engage in. | <u>Settlement Agreement Section VIII. Transition Planning</u> | |
| 52. | It is the State's goal that all residents be served in integrated community settings and services with adequate protections, supports and other necessary resources which are identified as available by service coordination. If an existing setting or service is not identified or available, best efforts will be utilized to create the appropriate setting or service using an individualized service design process. | <u>Settlement Agreement Section VIII. Transition Planning</u> | Semi-Annual |
| 52.1 | Each individual's Person-Centered Plan will embody continuously increasing clarity at each revision/ development meeting on what an ideal living situation may look like for the person. These will support and describe "must haves" components which must be in place in any considered situation. This may include living situations which are not offered in existing structured services. It may also be impossible to "show" a person a service that matches their needs, even though they may select that option from several. | <u>Settlement Agreement Section VIII. Transition Planning</u> | |
| 52.2 | If an existing service/living situation is identified and selected by the individual with assistance from the support team, alterations, enhancements, and additional supports will be added whenever appropriate to ensure robust community supports which meet the essential needs for assistance, structure, and support as outlined in the Person-Centered Plan. "Must haves" identified as in 52.1 are required to be in place. | <u>Settlement Agreement Section VIII. Transition Planning</u> | |
| 52.3 | If an existing residential service is not identified or available, the appropriate services must be created, using an individualized service design process. | <u>Settlement Agreement Section VIII. Transition Planning</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|---|------------------------|
| 52.4 | When a living situation is identified as a possibility, the individual and the support team as appropriate will have multiple opportunities to visit, meet potential house-mates, interview the staff and provider, spend time in the situation, and be given the opportunity to make a choice about the living situation, request program enhancements or adjustments, or decline the option. | <u>Settlement Agreement Section VIII. Transition Planning</u> | |
| 52.5 | When a discharge into an alternative living situation is agreed upon, the transition plan will be further developed and finalized. This pre-discharge iteration of the transition plan will include not only the sharing of information and documents transfers between providers, 1) An individualized plan to facilitate a smooth move; 2) Assistance to the person to navigate the move with ease, and arrange for safeguarding and transfer of the person's belongings ; 3) Planning for and making purchases for new home, ; 4) Assistance to become familiar with new neighborhood, area, town; 5) Planning for packing and move day ; 6) Personalization of new home; 7) Notification of family and friends ; 8) Post office and utility changes ; 9) Introductions to neighbors; 10) Setting up opportunities to deepen relationships with future housemates; 11) Celebrations, welcoming, and farewells; 12) Designing layout of space, window treatments, etc. These types of considerations are a part of the typical processes that valued adults in our culture when preparing to move, and these and others shall be considered. | <u>Settlement Agreement Section VIII. Transition Planning</u> | |
| 52.6 | The format for the transition plan will incorporate and provide for address of the elements in 52.5 above. | <u>Settlement Agreement Section VIII. Transition Planning</u> | |
| 53. | The provisions under this Transition Planning Section have been implemented in accord with the Olmstead decision. | <u>Settlement Agreement Section VIII. Transition Planning</u> | Semi-Annual |
| 53.1 | Any living arrangement, day service, or other service which is administered or organized in a segregated manner must be justified in writing as a part of the transition plan as being necessary. In a "segregated manner" means that the people served are all people with disabilities who have not specifically chosen to live or be served together. This justification will be accompanied by objectives to increase social and physical integration which will be included in service planning objectives and program planning. | <u>Settlement Agreement Section VIII. Transition Planning</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|---|--|------------------------|
| 53.2 | All services provided and planned for, and transitioned into must be adequate, appropriate, and carefully monitored. This need for monitoring will be carefully weighed by each person-centered team and addressed. This includes services at the Facility and new living and working situations into which a person is transitioning. | <u>Settlement Agreement Section VIII. Transition Planning</u> | |
| 53.3 | All services provided will include assisting people to have meaningful roles in community life, civic life, relationships, work and career, home, and areas of personal interest. When appropriate, these areas of engagement will be envisioned by the team alongside the individual served, and opportunities will be created for this engagement in everyday life. These roles and engagements will be consistently identified and addressed within the Person-Centered Planning, Transition, and the Positive Behavior Support Plans development processes. | <u>Settlement Agreement Section VIII. Transition Planning</u> | |
| 53.4 | The above areas of engagement (community life, civic life, relationships, career, home, personal interests) will be included in each Person-Centered Plan as focus areas for planning and related objectives. | <u>Settlement Agreement Section VIII. Transition Planning</u> | |
| 54. | Facility treatment staff received training in positive behavioral supports, person-centered approaches, therapeutic interventions, personal safety techniques, crisis intervention and post crisis evaluation. | <u>Settlement Agreement Section IX.A. Other Practices at the Facility – Staff Training</u> | Annual |
| 54.1 | Facility staff in all positions receive annual standardized training in: 1. Therapeutic Interventions 2. Personal safety techniques 3. Medically monitoring restraint 4. Positive Behavior Supports 5. Person-Centered Approaches 6. Crisis Intervention 7. Post-Crisis Evaluation and Assessment | <u>Settlement Agreement Section IX.A. Other Practices at the Facility – Staff Training</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|--|------------------------|
| 54.2 | All new or temporary Facility staff in all positions receive standardized pre-service training in: 1. Therapeutic Interventions 2. Personal safety techniques 3. Medically monitoring restraint 4. Positive Behavior Supports 5. Person-Centered Approaches 6. Crisis Intervention 7. Post-Crisis Evaluation and Assessment | <u>Settlement Agreement Section IX.A. Other Practices at the Facility – Staff Training</u> | |
| 54.3 | The Department will record, monitor and follow-up with the Facility administration to ensure that all facility treatment staff receive all necessary training including, but not limited to, EC 62-64, below. | <u>Settlement Agreement Section IX.A. Other Practices at the Facility – Staff Training</u> | |
| 55 | Facility staff training is consistent with applicable best practices, including but not limited to the Association of Positive Behavior Supports, Standards of Practice for Positive Behavior Supports (http://apbs.org). Staff training programs will be competency-based with staff demonstrating current competency in both knowledge and skills. | <u>Settlement Agreement Section IX.A. Other Practices at the Facility – Staff Training</u> | Annual |
| 55.1 | All Facility staff training programs will be competency-based with staff demonstrating current competency in both knowledge and skills. | <u>Settlement Agreement Section IX.A. Other Practices at the Facility – Staff Training</u> | |
| 55.2 | Training curricula are developed, based on, and consistent with best practices in: 1) Positive Behavioral Supports; 2) Person-Centered approaches/practices; 3) Therapeutic Intervention Strategies; 4) Personal safety techniques; and 5) Crisis intervention and post crisis evaluation. | <u>Settlement Agreement Section IX.A. Other Practices at the Facility – Staff Training</u> | |
| 55.3 | Each training program (that is, 1) Positive Behavioral Supports; 2) Person-Centered approaches/practices; 3) Therapeutic Intervention Strategies; 4) Personal Safety techniques; and 5) Crisis intervention & post crisis evaluation), will be evaluated at least annually and revised, if appropriate, to ensure adherence to evidence-based and best practices. | <u>Settlement Agreement Section IX.A. Other Practices at the Facility – Staff Training</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|---|--|------------------------|
| 55.4 | DHS will ensure training programs promote sensitivity awareness surrounding individuals with cognitive and mental health disabilities and how their developmental level, cultural/familial background, history of physical or sexual abuse and prior restraints may affect their reactions during behavioral emergencies. | <u>Settlement Agreement Section IX.A. Other Practices at the Facility – Staff Training</u> | |
| 55.5 | DHS will ensure that training programs are designed to also develop staff's self-awareness of how their own experiences, perceptions and attitudes affect their response to behavioral issues and emergencies. | <u>Settlement Agreement Section IX.A. Other Practices at the Facility – Staff Training</u> | |
| 56. | Facility staff receive the specified number of hours of training: Therapeutic interventions (8 hours); Personal safety techniques (8 hours); Medically monitoring restraint (1 hour). | <u>Settlement Agreement Section IX.A. Other Practices at the Facility – Staff Training</u> | Annual |
| 56.1 | Competency-based training curriculum is developed which minimally provides 8 hours training in Therapeutic Interventions; Personal Safety Techniques and 1 hour in Medically Monitoring Restraints. | <u>Settlement Agreement Section IX.A. Other Practices at the Facility – Staff Training</u> | |
| 56.2 | All current employees receive 8 hours of competency-based training on Therapeutic Interventions. | <u>Settlement Agreement Section IX.A. Other Practices at the Facility – Staff Training</u> | |
| 56.3 | All current employees receive 8 hours of competency-based training on Personal Safety Techniques. | <u>Settlement Agreement Section IX.A. Other Practices at the Facility – Staff Training</u> | |
| 56.4 | All current employees receive 1 hour of competency-based training on Medically Monitoring restraints. | <u>Settlement Agreement Section IX.A. Other Practices at the Facility – Staff Training</u> | |
| 57. | For each instance of restraint, all Facility staff involved in imposing restraint received all the training in Therapeutic Interventions, Personal Safety Techniques, and Medically Monitoring Restraint. | <u>Settlement Agreement Section IX.A. Other Practices at the Facility – Staff Training</u> | Annual |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|---|---|------------------------|
| 57.1 | No staff member is permitted to be assigned to direct support services until having received all required orientation and/or annual in-service training on all elements of EC 56, above. | <u>Settlement Agreement Section IX.A. Other Practices at the Facility – Staff Training</u> | |
| 58. | Facility staff receive the specified number of hours of training: Person-centered planning and positive behavior supports (with at least sixteen (16) hours on person-centered thinking / planning): a total 40 hours; Post Crisis Evaluation and Assessment (4 hours). | <u>Settlement Agreement Section IX.B. Other Practices at the Facility – Hours of Training</u> | Annual |
| 59. | Residents are permitted unscheduled and scheduled visits with immediate family and/or guardians, at reasonable hours, unless the Interdisciplinary Team (IDT) reasonably determines the visit is contraindicated. | <u>Settlement Agreement Section IX.C. Other Practices at the Facility – Visitor Policy</u> | Annual |
| 59.1 | Facilitate and allow all individuals to have scheduled and unscheduled visits with immediate family and/or guardians and other visitors if not contraindicated by court order or person-centered plans. | <u>Settlement Agreement Section IX.C. Other Practices at the Facility – Visitor Policy</u> | |
| 60. | Visitors are allowed full and unrestricted access to the resident's living areas, including kitchen, living room, social and common areas, bedroom and bathrooms, consistent with all residents' rights to privacy. | <u>Settlement Agreement Section IX.C. Other Practices at the Facility – Visitor Policy</u> | Annual |
| 60.1 | Facilitate all visitors access to the individual's living areas, including kitchen, living room, social and common areas, bedroom and bathrooms, with attention paid to the right of individual privacy and person-centered plans or court requirements. | <u>Settlement Agreement Section IX.C. Other Practices at the Facility – Visitor Policy</u> | |
| 61. | Residents are allowed to visit with immediate family members and/or guardians in private without staff supervision, unless the IDT reasonably determines this is contraindicated. | <u>Settlement Agreement Section IX.C. Other Practices at the Facility – Visitor Policy</u> | Annual |
| 61.1 | Provide privacy, if desired by the individual, for all individuals when visiting with immediate family members and/or guardians, unless the person-centered plans reasonably determines this is contraindicated or visitation rules are court ordered. | <u>Settlement Agreement Section IX.C. Other Practices at the Facility – Visitor Policy</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|---|------------------------|
| 62. | There is no marketing, recruitment of clients, or publicity targeted to prospective residents at the Facility. | <u>Settlement Agreement Section IX.D. Other Practices at the Facility – No Inconsistent Publicity</u> | Annual |
| 63. | The Facility purpose is clearly stated in a bulletin to state court judges, county directors, social service supervisors and staff, county attorneys and Consumers and Families and Legal Representatives of consumers of Developmental Disabilities services. Any admission will be consistent with the requirements of this bulletin. | <u>Settlement Agreement Section IX.D. Other Practices at the Facility – No Inconsistent Publicity</u> | |
| 63.1 | Clearly state the Facility's purpose in a bulletin to state court judges, county directors, social service supervisors and staff, county attorneys and Consumers and Families and Legal Representatives of consumers of Developmental Disabilities services. | <u>Settlement Agreement Section IX.D. Other Practices at the Facility – No Inconsistent Publicity</u> | |
| 64. | The Facility has a mission consistent with the Settlement Agreement and this Comprehensive Plan of Action. | <u>Settlement Agreement Section IX.D. Other Practices at the Facility – No Inconsistent Publicity</u> | Semi-Annual |
| 65. | The Facility posts a Patient / Resident Rights or Bill of Rights, or equivalent, applicable to the person and the placement or service, the name and phone number of the person within the Facility to whom inquiries about care and treatment may be directed, and a brief statement describing how to file a complaint with the appropriate licensing authority. | <u>Settlement Agreement Section IX.E. Other Practices at the Facility – Posting Requirements</u> | Annual |
| 66. | The Patient / Resident Bill of Rights posting is in a form and with content which is understandable by residents and family / guardians. | <u>Settlement Agreement Section IX.E. Other Practices at the Facility – Posting Requirements</u> | Annual |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|---|--|------------------------|
| 66.1 | Apart from any Patient/Resident Rights or Bill of Rights format which may be required by state law, an alternative version at an appropriate reading level for residents, and with clearly understandable content, will be posted and provided to individuals, parents and guardians on admission, reviewed at IDT meetings, and annually thereafter. | <u>Settlement Agreement Section IX.E. Other Practices at the Facility – Posting Requirements</u> | |
| 67. | The expansion of community services under this provision allows for the provision of assessment, triage, and care coordination to assure persons with developmental disabilities receive the appropriate level of care at the right time, in the right place, and in the most integrated setting in accordance with the U.S. Supreme Court decision in <i>Olmstead v. L.C.</i> , 527 U.S. 582 (1999). | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | Semi-Annual |
| 67.1 | Community Support Services (CSS) provides assessment, triage, and care coordination so that persons with developmental disabilities can receive the appropriate level of care in the most integrated setting. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |
| 67.2 | Collect and manage data to track CSS interventions noted in 67.1 and their outcomes. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |
| 67.3 | Provide necessary administrative/ management support within CSS to accomplish data management and analysis. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|---|------------------------|
| 67.4 | Focus weekly "diversion" meetings to include person-centered development strategies rather than considering only existing vacancies and challenges. From this perspective: 1) Review any proposed admissions to more restrictive settings and consider all possible diversion strategies; 2) Review status of transition planning for all living at the Facility; 3) Add active, individualized planning / development focus to these transition discussions which is consistent with the Olmstead Plan and includes such activities as developing a person-centered request for proposals for any person or persons at the Facility without an identified and appropriate targeted home in the community. Weekly diversion meetings consider all individuals in danger of losing their living situation with an emphasis upon development of integrated alternatives where none are available. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |
| 67.5 | Weekly diversion meetings consider all individuals in danger of losing their living situation with an emphasis upon development of integrated alternatives where none are available. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |
| 67.6 | CSS has additional administrative / managerial support to insure documentation and analysis of all diversion efforts and their impact on individuals' stability regarding living situations and behavioral / mental health. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |
| 67.7 | CSS provides continuous and on-going diversion from institutionalization and placement in less integrated settings whenever possible by establishing procedures for assessment, care planning, and providing additional services, supports and expertise for individuals in jeopardy of losing their placements or living situations due to behavioral or mental health problems. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |
| 67.8 | The Department will collect and review data relative to admissions and transitions. This shall include, but not be limited to: 1) individual's name, date of birth and county of origin; 2) current residence, provider and type of residential setting, e.g., independent living, family of origin, group home, ICF/IID, etc.; 3) date the individual moved to or was admitted to current residence; 4) previous residences, providers and residential settings; 5) dates of previous admissions and transitions including reason(s) for moves. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|---|------------------------|
| 68. | The Department identifies, and provides long term monitoring of, individuals with clinical and situational complexities in order to help avert crisis reactions, provide strategies for service entry changing needs, and to prevent multiple transfers within the system. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | Semi-Annual |
| 68.1 | For DHS-operated services, the Department will maintain State and regional quality assurance committees to review data on a monthly basis. This review will include: 1) identifying individuals at heightened risk and determining intervention strategies; 2) reviewing data by county, region and provider to determine if trends or patterns exist and necessary corrective measures; and 3) maintaining meeting minutes detailing attendance (person/title), chairperson, individual and aggregate data review, issues and trends identified (individual and systemic), corrective measures to be taken, dates by which such corrective measures are to be completed, responsible parties, and follow-up of the previous months' action plans. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |
| 68.2 | The Department will maintain an electronic data collection system, which tracks the status of all corrective action plans generated by State and regional quality assurance committees, following up with the appropriate provider or county to ensure task completion. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |
| 69. | Approximately seventy five (75) individuals are targeted for long term monitoring. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | Semi-Annual |
| 69.1 | CSS will identify individuals with clinical and situational complexities who have been served by CSS and who would likely benefit from more intensive monitoring. | | |
| 69.2 | Seventy five individuals who are significantly at-risk for institutionalization or loss of home due to behavioral or other challenges will be identified for intensive monitoring and, if needed, intervention with additional supports and services. | <u>Settlement Agreement Section X.A. System Wide</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|---|------------------------|
| | | <u>Improvements – Expansion of Community Support Services</u> | |
| 69.3 | These 75 individuals will be identified by CSS in collaboration with lead agency case managers based upon frequency of behaviors dangerous to self or others, frequency of interactions with the criminal justice system, sudden increases in usage of psychotropic medications, multiple hospitalizations or transfers within the system, serious reported incidents, repeated failed placements, or other challenges identified in previous monitoring or interventions and cost of placement. The status of these individuals will be reviewed at least semi-annually by CSS. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |
| 70. | CSS mobile wrap-around response teams are located across the state for proactive response to maintain living arrangements. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | Semi-Annual |
| 70.1 | Describe locations of the 9 teams that have been established in 23 locations throughout the state. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |
| 70.2 | Provide CSS with administrative / managerial support for the 9 teams to insure sufficient data collection and central data management | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |
| 70.3 | Document responses from CSS to individual's satisfaction surveys. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|---|------------------------|
| 71. | CSS arranges a crisis intervention within three (3) hours from the time the parent or legal guardian authorizes CSS' involvement. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | Semi-Annual |
| 71.1 | Strategically establish nine teams in 23 locations throughout the State to respond within 3 hours of a request for service. CSS admissions contacts the person's case manager as soon as they learn of a potential or actual crisis situation. | | |
| 71.2 | Streamline authorization procedure to facilitate CSS' response to reported crises as quickly as possible. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |
| 72. | CSS partners with Community Crisis Intervention Services to maximize support, complement strengths, and avoid duplication. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | Semi-Annual |
| 72.1 | There is ongoing collaboration with the Metro Crisis Coordination Program (MCCP), whose intent is to provide a crisis safety net range of services for persons with developmental disabilities or related conditions; MCCP is a collaborative effort of seven counties in the Twin Cities metropolitan area. (metrocrisis.org) | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |
| 72.2 | Each county, and tribe as relevant, will have a system of locally available and affordable services to serve persons with developmental disabilities. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |
| 72.3 | Continue quarterly meetings with MCCP. | <u>Settlement Agreement Section X.A. System Wide</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|---|---|------------------------|
| | | <u>Improvements – Expansion of Community Support Services</u> | |
| 73. | CSS provides augmentative training, mentoring and coaching. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | Semi-Annual |
| 73.1 | CSS Staff will offer and provide training, as requested or determined to be lacking, on coaching, mentoring and Augmentative training. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |
| 73.2 | CSS will update training manual as necessary. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |
| 73.3 | CSS will have sufficient administrative/ managerial staff to track/analyze training as well as mentoring and coaching services provided. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |
| 74. | CSS provides staff at community based facilities and homes with state of the art training encompassing person-centered thinking, multi- modal assessment, positive behavior supports, consultation and facilitator skills, and creative thinking. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | Semi-Annual |
| 74.1 | CSS determines locations for teams and/or home-based staff. CSS creates position descriptions that identify the necessary knowledge, skills, and abilities. CSS hires or trains staff with necessary qualifications and skills to provide training. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|---|---|------------------------|
| 74.2 | CSS insures that all vacant trainer positions are filled as efficiently as possible and with appropriately qualified staff. | <u>Settlement Agreement Section</u> <u>X.A. System Wide</u> <u>Improvements – Expansion of</u> <u>Community Support Services</u> | |
| 74.3 | Training curricula are reviewed routinely to insure consistency with best practices. | <u>Settlement Agreement Section</u> <u>X.A. System Wide</u> <u>Improvements – Expansion of</u> <u>Community Support Services</u> | |
| 75. | CSS' mentoring and coaching as methodologies are targeted to prepare for increased community capacity to support individuals in their community. | <u>Settlement Agreement Section</u> <u>X.A. System Wide</u> <u>Improvements – Expansion of</u> <u>Community Support Services</u> | Semi-Annual |
| 75.1 | CSS will mentor and develop coaches in the community with a vision to support individuals in communities. | <u>Settlement Agreement Section</u> <u>X.A. System Wide</u> <u>Improvements – Expansion of</u> <u>Community Support Services</u> | |
| 75.2 | Track issues including frequency of behaviors dangerous to self or others, frequency of interactions with the criminal justice system, sudden increases in usage of psychotropic medications, multiple hospitalizations or transfers within the system, serious reported incidents, repeated failed placements, or other challenges identified in previous monitoring or interventions and cost of placement. | <u>Settlement Agreement Section</u> <u>X.A. System Wide</u> <u>Improvements – Expansion of</u> <u>Community Support Services</u> | |
| 75.3 | Provide additional administrative/ managerial support to CSS sufficient to enable timely and complete data collection, entry and analysis | <u>Settlement Agreement Section</u> <u>X.A. System Wide</u> <u>Improvements – Expansion of</u> <u>Community Support Services</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|---|------------------------|
| 76. | An additional fourteen (14) full time equivalent positions were added between February 2011 and June 30, 2011, configured as follows: Two (2) Behavior Analyst 3 positions; One (1) Community Senior Specialist 3; (2) Behavior Analyst 1; Five (5) Social Worker Specialist positions; and Five (5) Behavior Management Assistants. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | Semi-Annual |
| 76.1 | Review position descriptions, update as necessary. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |
| 76.2 | Work with DHS Human Resources on advertising positions. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |
| 76.3 | Fill any vacancies in functionally equivalent positions, with the required qualifications. As necessary to fulfill this Comprehensive Plan of Action, fill any position. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |
| 77. | None of the identified positions are vacant. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | Semi-Annual |
| 77.1 | Fill as quickly as possible and with qualified applicants all vacancies in these and other functionally equivalent positions. Provide sufficient salary, bonus and other structures and incentives to ensure that the positions are filled. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|---|--|
| 78. | Staff conducting the Functional Behavioral Assessment or writing or reviewing Behavior Plans shall do so under the supervision of a Behavior Analyst who has the requisite educational background, experience, and credentials recognized by national associations such as the Association of Professional Behavior Analysts. Any supervisor will co-sign the plan and will be responsible for the plan and its implementation. | <u>Settlement Agreement Section X.A. System Wide Improvements – Expansion of Community Support Services</u> | Semi-Annual |
| 79. | The State and the Department developed a proposed Olmstead Plan, and will implement the Plan in accordance with the Court's orders. The Plan will be comprehensive and will use measurable goals to increase the number of people with disabilities receiving services that best meet their individual needs and in the "Most Integrated Setting," and which is consistent and in accord with the U.S. Supreme Court's decision in Olmstead v. L.C., 527 U.S. 581 (1999). The Olmstead Plan is addressed in Part 3 of this Comprehensive Plan of Action. | <u>Settlement Agreement Section X.B. System Wide Improvements – Olmstead Plan</u> | According to the Olmstead Plan reporting process |
| 80. | Rule 40 modernization is addressed in Part 2 of this Comprehensive Plan of Action. DHS will not seek a waiver of Rule 40 (or its successor) for a Facility. | <u>Settlement Agreement Section X.C. System Wide Improvements – Rule 40</u> | Annual |
| 81. | The State takes best efforts to ensure that there are no transfers to or placements at the Minnesota Security Hospital of persons committed solely as a person with a developmental disability. | <u>Settlement Agreement Section X.D. System Wide Improvements – Minnesota Security Hospital</u> | Annual |
| 82. | There are no transfers or placements of persons committed solely as a person with a developmental disability to the Minnesota Security Hospital (subject to the exceptions in the provision). | <u>Settlement Agreement Section X.D. System Wide Improvements – Minnesota Security Hospital</u> | Exception |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|---|------------------------|
| 82.1 | DHS will communicate to all County Attorneys and state courts responsible for commitments, and to all county directors and case managers, that pursuant to the order of the federal court approving this Plan, no person committed with a sole diagnosis of developmental disability may be transferred or placed at the Minnesota Security Hospital. Such communication will be made from the Commissioner within 30 days of the order approving this plan and, in addition, by DHS staff who become aware of any such proposed commitment or transfer. | <u>Settlement Agreement Section</u> <u>X.D. System Wide</u> <u>Improvements – Minnesota</u> <u>Security Hospital</u> | |
| 82.2 | The Jensen Implementation Team will document any proposed transition to or placement at MSH of any person committed solely as a person with a developmental disability, including but not limited to any diversion efforts prior to transfer or placement and any subsequent placements. | <u>Settlement Agreement Section</u> <u>X.D. System Wide</u> <u>Improvements – Minnesota</u> <u>Security Hospital</u> | |
| 83. | There has been no change in commitment status of any person originally committed solely as a person with a developmental disability without proper notice to that person's parent and/or guardian and a full hearing before the appropriate adjudicative body. | <u>Settlement Agreement Section</u> <u>X.D. System Wide</u> <u>Improvements – Minnesota</u> <u>Security Hospital</u> | Annual |
| 83.1 | The Jensen Implementation Team will document any changes in commitment status of a person originally committed solely as a person with a developmental disability. The documentation will include any notifications and a description of any hearing, and copies of petitions and other papers submitted in connection with notification and/or hearing. | <u>Settlement Agreement Section</u> <u>X.D. System Wide</u> <u>Improvements – Minnesota</u> <u>Security Hospital</u> | |
| 84. | All persons presently confined at Minnesota Security Hospital who were committed solely as a person with a developmental disability and who were not admitted with other forms of commitment or predatory offender status set forth in paragraph 1, above, are transferred by the Department to the most integrated setting consistent with Olmstead v. L.C., 527 U.S. 581 (1999). | <u>Settlement Agreement Section</u> <u>X.D. System Wide</u> <u>Improvements – Minnesota</u> <u>Security Hospital</u> | Annual |
| 84.1 | Provide current census, and identifying information, of any people living at MSH committed solely as a person with a developmental disability. | <u>Settlement Agreement Section</u> <u>X.D. System Wide</u> <u>Improvements – Minnesota</u> <u>Security Hospital</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|---|------------------------|
| 84.2 | Provide documentation of any transition/ placement from MSH since 12/5/2011 of any persons committed solely as a person with a developmental disability. Any such transfer/ placement shall be to the most integrated setting consistent with Olmstead v. L.C., 527 U.S. 581 (1999). | <u>Settlement Agreement Section X.D. System Wide Improvements – Minnesota Security Hospital</u> | |
| 85. | All AMRTC residents committed solely as a person with a developmental disability and who do not have an acute psychiatric condition are transferred from AMRTC to the most integrated setting consistent with Olmstead v. L.C., 527 U.S. 581 (1999). | <u>Settlement Agreement Section X.E. System Wide Improvements – Anoka Metro Regional Treatment Center</u> | Exception |
| 85.1 | DHS will communicate to all County Attorneys and state courts responsible for commitments, and to all county directors and case managers that, pursuant to the order of the federal court approving this Plan, no person committed with a sole diagnosis of developmental disability may be transferred or placed at the Anoka Metro Regional Treatment Center. Such communication will be made from the Commissioner within 30 days of the order approving this plan and, in addition, by DHS staff who become aware of any such proposed commitment or transfer. | <u>Settlement Agreement Section X.E. System Wide Improvements – Anoka Metro Regional Treatment Center</u> | |
| 85.2 | The Jensen Implementation Team will document any proposed transition to or placement at Anoka Metro Regional Treatment Center of any person committed solely as a person with a developmental disability, including but not limited to any diversion efforts prior to transfer or placement and any subsequent placements. | <u>Settlement Agreement Section X.E. System Wide Improvements – Anoka Metro Regional Treatment Center</u> | |
| 86. | The term “mental retardation” has been replaced with “developmental disabilities” in any DHS policy, bulletin, website, brochure, or other publication. DHS will continue to communicate to local government agencies, counties, tribes, courts and providers that they should adhere to this standard. | <u>Settlement Agreement Section X.F. System Wide Improvements – Language</u> | |
| 86.1 | All references to outdated terminology used to describe persons with Developmental Disabilities have been updated with clarification on the Departments use of people first language inserted in areas where historical documents are found. In addition to, or in lieu of, updating each webpage, DHS shall maintain the previously established “disclaimer” language to explain the presence in historical documents of outdated terminology. | <u>Settlement Agreement Section X.F. System Wide Improvements – Language</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|--|------------------------|
| 87. | DHS drafted and submitted a bill for the Minnesota Legislature that will require the replacement of terms such as "insane," "mentally incompetent," "mental deficiency," and other similar inappropriate terms that appear in Minnesota statutes and rules. | <u>Settlement Agreement Section X.F. System Wide Improvements – Language</u> | |
| 87.1 | On the removal of inappropriate terms that appear in Minnesota statutes and Rules, see 2013 legislation at Chapter 62 and Chapter 59, Article 3, section 21 signed by the Governor on May 16, 2013. DHS will not seek to repeal or replace this legislation. | <u>Settlement Agreement Section X.F. System Wide Improvements – Language</u> | |
| 88. | MSHS-Cambridge will be closed. There will be community treatment homes dispersed geographically. Any need for additional community treatment homes beyond four will be determined based on a specific assessment of need based on client needs with regard to such criteria as those at risk for institutionalization or re-institutionalization, behavioral or other challenges, multiple hospitalizations or other transfers within the system, serious reported injuries, repeated failed placements, or other challenges identified in previous monitoring or interventions. | <u>Closure of MSHS-Cambridge and Replacement with Community Homes and Services</u> | |
| 89. | Staff hired for new positions as well as to fill vacancies, will only be staff who have experience in community based, crisis, behavioral and person-centered services and whose qualifications are consistent with the Settlement Agreement and currently accepted professional standards. Staff reassigned from MSHS-Cambridge will receive additional orientation training and supervision to meet these qualifications within 6 months of reassignment. | <u>Closure of MSHS-Cambridge and Replacement with Community Homes and Services</u> | Annual |
| 90. | Provide integrated vocational options including, for example, customized employment. | <u>Closure of MSHS-Cambridge and Replacement with Community Homes and Services</u> | Annual |
| 91. | All requirements in this Comprehensive Plan of Action are fully met for each individual served in the area of Person-Centered Planning. | <u>Closure of MSHS-Cambridge and Replacement with Community Homes and Services</u> | Annual |
| 92. | All requirements in this Comprehensive Plan of Action are fully met for each individual served in the area of Transition Planning. | <u>Closure of MSHS-Cambridge and Replacement with</u> | Annual |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|---|---|------------------------|
| | | <u>Community Homes and Services</u> | |
| 93. | DHS will provide augmentative service supports, consultation, mobile teams, and training to those supporting the person. DHS will create stronger diversion supports through appropriate staffing and comprehensive data analysis. | <u>Closure of MSHS-Cambridge and Replacement with Community Homes and Services</u> | Semi-Annual |
| 94. | All sites, programs and services established or utilized under this Comprehensive Plan of Action shall be licensed as required by state law. | <u>Closure of MSHS-Cambridge and Replacement with Community Homes and Services</u> | Annual |
| 95. | Residents currently at MSHS-Cambridge transition to permanent community homes. | <u>Closure of MSHS-Cambridge and Replacement with Community Homes and Services</u> | |
| 96. | Training plan for staff strongly emphasizes providing tools and support services in a person's home as quickly as possible. Staff will also be trained in delivering community based programs and processes. | <u>Closure of MSHS-Cambridge and Replacement with Community Homes and Services</u> | Annual |
| 98. | DHS will maintain therapeutic follow-up of Class Members, and clients discharged from METO/MSHS-Cambridge since May 1, 2011, by professional staff to provide a safety network, as needed, to help prevent re-institutionalization and other transfers to more restrictive settings, and to maintain the most integrated setting for those individuals. | <u>Therapeutic Follow-Up of Class Members and Clients Discharged from METO/MSHS-Cambridge</u> | Semi - Annual |
| 98.1 | Successful Life Project (SLP) staff will initiate a statewide review process on or about October 1, 2014 to perform an initial assessment on all persons included in the therapeutic follow-up group no later than November 30, 2014. This review will be a brief face-to-face meeting with each individual | <u>Therapeutic Follow-Up of Class Members and Clients Discharged from METO/MSHS-Cambridge</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|---|---|------------------------|
| | to assess the general well-being of the person in his or her home and to determine if there are any critical or immediate health or safety issues. | | |
| 98.2 | A tool to help reviewers screen individuals and document findings during the initial assessment was developed from existing instruments. | <u>Therapeutic Follow-Up of Class Members and Clients Discharged from METO/MSHS-Cambridge</u> | |
| 98.3 | During the initial assessment, immediate follow-up will take place on any person for whom home health and safety concerns have been identified. Appropriate actions and referral will be made as appropriate. | <u>Therapeutic Follow-Up of Class Members and Clients Discharged from METO/MSHS-Cambridge</u> | |
| 98.4 | The results of this initial assessment process will assist the SLP in prioritizing needs of individuals for the next phase of the therapeutic follow-up, a more robust assessment using the Community Compliance Review Tool. | <u>Therapeutic Follow-Up of Class Members and Clients Discharged from METO/MSHS-Cambridge</u> | |
| 98.5 | Following the completion of the initial assessment and the prioritization of persons included in the therapeutic follow-up group, MLB will begin the ongoing comprehensive compliance reviews using the Community Compliance Review Tool. | <u>Therapeutic Follow-Up of Class Members and Clients Discharged from METO/MSHS-Cambridge</u> | |
| 98.6 | A bulletin will be distributed widely to announce the Successful Life Project in the fall of 2014. | <u>Therapeutic Follow-Up of Class Members and Clients Discharged from METO/MSHS-Cambridge</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|--|---|------------------------|
| 98.7 | Behavior analysts or other staff contact the guardian by telephone before the initial assessment (the first face-to-face visit) to explain why they are coming and what to expect, and gets verbal consent to contact the person. The manager may assist with some contacts if there are barriers or issues that may arise. | <u>Therapeutic Follow-Up of Class Members and Clients Discharged from METO/MSHS-Cambridge</u> | |
| 98.8 | If the person / guardian refuses to give consent for an initial assessment or any subsequent compliance review, individual letters will be sent to each person, guardian, provider, county case manager, family and other team members to explain the project and the process of following up with people, and information on how to contact SLP for more information or to consent to the initial assessment or compliance review. | <u>Therapeutic Follow-Up of Class Members and Clients Discharged from METO/MSHS-Cambridge</u> | |
| 99. | The scope of the Rule 40 modernization shall include all individuals with developmental disabilities served in programs, settings and services licensed by the Department, regardless of the setting in which they live or the services which they receive. As stated in the Settlement Agreement, the modernization of Rule 40 which will be adopted under this Comprehensive Plan of Action shall reflect current best practices, including, but not limited to the use of positive and social behavioral supports, and the development of placement plans consistent with the principle of the 'most integrated setting' and 'person centered planning, and development of an 'Olmstead Plan'" consistent with the U.S. Supreme Court's decision in <i>Olmstead v. L.C.</i> , 527 U.S. 582 (1999). | <u>Modernization of Rule 40</u> | |
| 100. | <p>Within the scope set forth above, the rule-making process initiated by the Department of Human Services pursuant to the Settlement Agreement, the Department shall by December 31, 2014 propose a new rule in accordance with this Comprehensive Plan of Action ("Proposed Rule"). This deadline may be extended for good cause shown upon application to the Court not later than 20 days prior to the deadline.</p> <p>Should the Department of Human Services believe that it requires additional rule-making authority to satisfy the requirements of this Plan, in order to apply the rule to all providers covered by Rule 40 and the scope of this Plan, the Department will seek an amendments to statutes in the 2014 Minnesota Legislative session to ensure that the scope of the Rule 40 modernization stated</p> | <u>Modernization of Rule 40</u> | Annual |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|---|---------------------------------|------------------------|
| | <p>above is fulfilled and will apply to all of the facilities and services to persons with developmental disabilities governed by Rule 40. Any proposed amendment(s) are subject to the notice and comment process under EC __ below.</p> <p>If legislative approval for the requested authority is not obtained in the 2014 Minnesota Legislative session, the Court may use its authority to ensure that the Adopted Rule will apply consistent with the scope set forth in EC 99.</p> <p>By August 31, 2015, the Department of Human Services shall adopt a new rule to modernize Rule 40 ("Adopted Rule"). This deadline may be extended for good cause shown upon application to the Court not later than 60 days prior to the deadline.</p> | | |
| 101. | <p>The Proposed Rule shall address the temporary use and tapering of carefully monitored individual medical restraints for self-injurious behavior while non-restraint positive behavior supports are implemented under professional supervision.</p> <p>In formulating the Proposed Rule, and any other methods or tools of implementation, the Department shall carefully consider the recommendations of Dr. Freda Brown, whose consultation on the Rule 40 modernization the Department requested with regard to matters on which the Advisory Committee had not reached consensus. The Department shall document the results of this review.</p> | <u>Modernization of Rule 40</u> | Annual |
| 102. | <p>The Proposed Rule shall be consistent with and incorporate, to the extent possible in rule, the Rule 40 Advisory Committee's consensus recommendations stated in its Recommendations on Best Practices and Modernization of Rule 40 (Final Version - July 2013). During the rule-making process, the Department shall advocate that the final rule be fully consistent with the Rule 40 Advisory Committee's recommendations. The phrase "to the extent possible in rule" above is intended to recognize that some elements of the Committee's recommendations are not susceptible to the format of rules and, therefore, will be implemented by the Department through policies, bulletins, contract provisions, and by other means.</p> | <u>Modernization of Rule 40</u> | |

Jensen Settlement Agreement Comprehensive Plan of Action 2015 Annual Compliance Report
Reporting Period: January 1 to December 31, 2015

| EC # | Evaluation Criteria | Section Referenced | Schedule for Reporting |
|------|---|---------------------------------|------------------------|
| | <p>Not later than (30) days prior to public notice of the content of the Proposed Rule, the Department shall provide a draft of the rule to Plaintiffs' Class Counsel, the Court Monitor, the Ombudsman for Mental Health and Developmental Disabilities, and the Executive Director of the Governor's Council on Developmental Disabilities for review and comment and, if requested by any of these entities, for discussion in a conference prior to public notice of the content of the Proposed Rule. The Department will share with these entities the intended final content not later than five (5) days prior to the public notice.</p> | | |
| 103. | <p>Within thirty (30) days of the promulgation of the Adopted Rule, Plaintiffs' Class Counsel, the Court Monitor, the Ombudsman for Mental Health and Developmental Disabilities, or the Executive Director of the Governor's Council on Developmental Disabilities may suggest to the Department of Human Services and/or to the Olmstead Implementation Office that there are elements in the Rule 40 Advisory Committee Recommendations on Best Practices and Modernization of Rule 40 (Final Version - July 2013) which have not been addressed, or have not adequately or properly been addressed in the Adopted Rule. In that event, those elements shall be considered within the process for modifications of the Olmstead Plan. The State shall address these suggestions through Olmstead Plan sub-cabinet and the Olmstead Implementation Office. Unresolved issues may be presented to the Court for resolution by any of the above, and will be resolved by the Court.</p> | <u>Modernization of Rule 40</u> | Semi - Annual |
| 104. | <p>The Department of Human Services shall implement the Adopted Rule and take other steps to implement the recommendations of the Rule 40 Advisory Committee.</p> | <u>Modernization of Rule 40</u> | |

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

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

Plaintiffs,

vs.

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

Defendants.

File No. 09-CV-01775-DWF-BRT

**PLACEHOLDER FOR
IDENTIFIER KEY TO
JENSEN SETTLEMENT
AGREEMENT COMPREHENSIVE
PLAN OF ACTION (CPA) –
2015 COMPLIANCE ANNUAL
REPORT, REPORTING PERIOD:
JANUARY 1 –
DECEMBER 31, 2015**

This document is a placeholder for the following item which is filed in conventional or physical form with the Clerk's Office:

Identifier Key to *Jensen* Settlement Agreement Comprehensive Plan of Action (CPA) – 2015 Compliance Annual Report, Reporting Period: January 1 – December 31, 2015

If you are a participant in this case, this filing will be served upon you in conventional format. This filing was not e-filed for the following reason:

- ☐ Voluminous Document* (Document number of order granting leave to file conventionally: ____)
- ☐ Unable to Scan Documents (e.g., PDF file size of one page larger than 2MB, illegible when scanned)
- ☐ Physical Object (description):
- ☐ Non Graphical/Textual Computer File (audio, video, etc.) on CD or other media
- ☒ Item Under Seal pursuant to court orders* (Pursuant to Protective Orders Doc. Nos. 57, 114, 190, 239)
- ☐ Item Under Seal pursuant to the [Fed. R. Civ. P. 52](#) and [Fed. R. Crim. P. 49.1](#) (Document number of redacted version: ____)
- ☐ Other (description):

*Requires Judicial Approval

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

James and Lorie Jensen, et al.,

Case No. 09-cv-01775 DWF/BRT

Plaintiffs,

vs.

Minnesota Department of Human
Services, et al.,

Defendants.

**AFFIDAVIT OF
MARGARET FLETCHER BOOTH
CONCERNING VERIFICATION OF
DEFENDANTS' TENTH
COMPLIANCE UPDATE REPORT**

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

MARGARET FLETCHER BOOTH, being first duly sworn on oath, states as follows:

1. I am employed by the Minnesota Department of Human Services ("DHS") as the Director of the Jensen / Olmstead Quality Assurance and Compliance Office ("JOQACO").
2. I am familiar with the above-captioned case and settlement.
3. In order to verify that the information set forth in Defendants' Tenth Compliance Update Report ("Report") is correct and accurate, the JIO had individuals with personal knowledge of specific information in the Report review specific information,

verify its correctness and accuracy, and attest to the correctness and accuracy of the specific information in an affidavit.

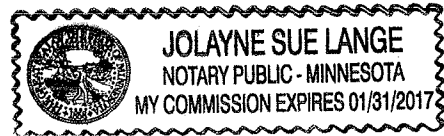
4. Based upon this process and my own personal knowledge, I confirm that all data included in the Report is reliable and valid, and verify that all statements made in the Report are accurate, complete, timely, and verified.

FURTHER YOUR AFFIANT SAYETH NOT.


MARGARET FLETCHER BOOTH

Subscribed and sworn to before me on

March 30, 2016




NOTARY PUBLIC

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

James and Lorie Jensen, et al.,

Plaintiffs,

Case No. 09-cv-01775 DWF/BRT

vs.

Minnesota Department of Human
Services, et al.,

**AFFIDAVIT OF DENNIS ARONSON
CONCERNING VERIFICATION OF
DEFENDANTS' 2015 ANNUAL
REPORT - TENTH COMPLIANCE
UPDATE REPORT**

Defendants.

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

DENNIS ARONSON, being first duly sworn on oath, states as follows:

1. I am employed by the Minnesota Department of Human Services ("DHS") as Skills Development Specialist, in Community Based Services.
2. I am familiar with the above-captioned case and settlement and understand that this affidavit is a verification of information set forth in Defendants' 2015 Annual Report, which is the Tenth Compliance Update Report ("Report").
3. I have personal knowledge of the information in the following sections of the 2015 Annual Report, which is the Tenth Compliance Update Report, and I confirm that the data provided is reliable and valid, and verify that the information provided is accurate, complete, timely, and verified:

A. January 1 to December 31, 2015 Updates regarding Evaluation
Criterion 90.


4. I further hereby verify the data contained in the portions of the Report described above at paragraph 3 is either (1) public data under applicable laws, or (2) if it is not-public data, the data subject(s) of any such not-public data have consented to such data being used publicly, or (3) I have alerted the Jensen / Olmstead Quality Assurance and Compliance Office at DHS so that the data can be filed under seal.

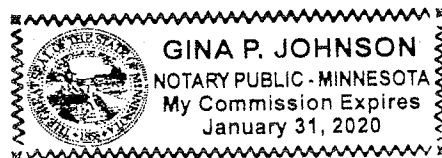
FURTHER YOUR AFFIANT SAYETH NOT.


DENNIS ARONSON

Subscribed and sworn to before me on

March 28, 2016


NOTARY PUBLIC



UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

James and Lorie Jensen, et al.,

Case No. 09-cv-01775 DWF/BRT

Plaintiffs,

vs.

Minnesota Department of Human
Services, et al.,

**AFFIDAVIT OF ELIZABETH
BANGLE CONCERNING
VERIFICATION OF DEFENDANTS'
2015 ANNUAL REPORT - TENTH
COMPLIANCE UPDATE REPORT**

Defendants.

STATE OF MINNESOTA)
) ss.
COUNTY OF NICOLLET)

ELIZABETH BANGLE, being first duly sworn on oath, states as follows:

1. I am employed by the Minnesota Department of Human Services ("DHS") in Central Pre-Admissions, Direct Care and Treatment.
2. I am familiar with the above-captioned case and settlement and understand that this affidavit is a verification of information set forth in Defendants' 2015 Annual Report, which is the Tenth Compliance Update Report ("Report").
3. I have personal knowledge of the information in the following sections of the 2015 Annual Report, which is the Tenth Compliance Update Report, and I confirm that the data provided is reliable and valid, and verify that the information provided is accurate, complete, timely, and verified:

A. January 1 to December 31, 2015 Updates regarding Evaluation
Criteria 81 and 83.

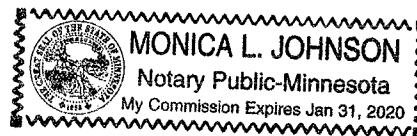
4. I further hereby verify the data contained in the portions of the Report described above at paragraph 3 is either (1) public data under applicable laws, or (2) if it is not-public data, the data subject(s) of any such not-public data have consented to such data being used publicly, or (3) I have alerted the Jensen / Olmstead Quality Assurance and Compliance Office at DHS so that the data can be filed under seal.

FURTHER YOUR AFFIANT SAYETH NOT.


ELIZABETH BANGLE

Subscribed and sworn to before me on
March 26th, 2016


NOTARY PUBLIC



UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

James and Lorie Jensen, et al.,

Case No. 09-cv-01775 DWF/BRT

Plaintiffs,

vs.

Minnesota Department of Human
Services, et al.,

**AFFIDAVIT OF ALEXANDRA
BARTOLIC CONCERNING
VERIFICATION OF DEFENDANTS'
2015 ANNUAL REPORT - TENTH
COMPLIANCE UPDATE REPORT**

Defendants.

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

Alexandra Bartolic, being first duly sworn on oath, states as follows:

1. I am employed by the Minnesota Department of Human Services ("DHS") as Director, Disability Services Division.

2. I am familiar with the above-captioned case and settlement and understand that this affidavit is a verification of information set forth in Defendants' 2015 Annual Report, which is the Tenth Compliance Update Report ("Report").

3. I have personal knowledge of the information in the following sections of the 2015 Annual Report, which is the Tenth Compliance Update Report, and I confirm that the data provided is reliable and valid, and verify that the information provided is accurate, complete, timely, and verified:

A. January 1 to December 31, 2015 Updates regarding Evaluation
Criteria 80 and 100.

4. I further hereby verify the data contained in the portions of the Report described above at paragraph 3 is either (1) public data under applicable laws, or (2) if it is not-public data, the data subject(s) of any such not-public data have consented to such data being used publicly, or (3) I have alerted the Jensen / Olmstead Quality Assurance and Compliance Office at DHS so that the data can be filed under seal.

FURTHER YOUR AFFIANT SAYETH NOT.

Alexandra Bartolic
ALEXANDRA BARTOLIC

Subscribed and sworn to before me on

March 30, 2016

Angie Goserud
NOTARY PUBLIC



UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

James and Lorie Jensen, et al.,

Case No. 09-cv-01775 DWF/BRT

Plaintiffs,

vs.

Minnesota Department of Human
Services, et al.,

**AFFIDAVIT OF KRISTA BAYNE
CONCERNING VERIFICATION OF
DEFENDANTS' 2015 ANNUAL
REPORT - TENTH COMPLIANCE
UPDATE REPORT**

Defendants.

STATE OF MINNESOTA)
) ss.
COUNTY OF ISANTI)

KRISTA BAYNE, being first duly sworn on oath, states as follows:

1. I am employed by the Minnesota Department of Human Services ("DHS") as Community Residential Supervisor, Minnesota Life Bridge.


2. I am familiar with the above-captioned case and settlement and understand that this affidavit is a verification of information set forth in Defendants' 2015 Annual Report, which is the Tenth Compliance Update Report ("Report").

3. I have personal knowledge of the information in the following sections of the 2015 Annual Report, which is the Tenth Compliance Update Report, and I confirm that the data provided is reliable and valid, and verify that the information provided is accurate, complete, timely, and verified:

A. January 1 to December 31, 2015 Updates regarding Evaluation Criteria 65 and 66.

4. I further hereby verify the data contained in the portions of the Report described above at paragraph 3 is either (1) public data under applicable laws, or (2) if it is not-public data, the data subject(s) of any such not-public data have consented to such data being used publicly, or (3) I have alerted the Jensen / Olmstead Quality Assurance and Compliance Office at DHS so that the data can be filed under seal.

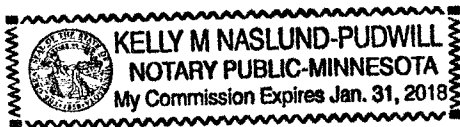
FURTHER YOUR AFFIANT SAYETH NOT.


KRISTA BAYNE

Subscribed and sworn to before me on

March 28, 2016


NOTARY PUBLIC



UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

James and Lorie Jensen, et al.,

Case No. 09-cv-01775 DWF/BRT

Plaintiffs,

vs.

Minnesota Department of Human
Services, et al.,

Defendants.

**AFFIDAVIT OF
CASSANDRA BIRKELAND FELDMAN
CONCERNING VERIFICATION OF
DEFENDANTS' 2015 ANNUAL
REPORT - TENTH COMPLIANCE
UPDATE REPORT**

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

CASSANDRA BIRKELAND FELDMAN, being first duly sworn on oath, states as follows:

1. I am employed by the Minnesota Department of Human Services ("DHS") as Information Coordinator, Minnesota Life Bridge.
2. I am familiar with the above-captioned case and settlement and understand that this affidavit is a verification of information set forth in Defendants' 2015 Annual Report, which is the Tenth Compliance Update Report ("Report").
3. I have personal knowledge of the information in the following sections of the 2015 Annual Report, which is the Tenth Compliance Update Report, and I confirm that the

data provided is reliable and valid, and verify that the information provided is accurate, complete, timely, and verified:

A. January 1 to December 31, 2015 Updates regarding Evaluation Criteria 4, 45, 46, and 62.

4. I further hereby verify the data contained in the portions of the Report described above at paragraph 3 is either (1) public data under applicable laws, or (2) if it is not-public data, the data subject(s) of any such not-public data have consented to such data being used publicly, or (3) I have alerted the Jensen / Olmstead Quality Assurance and Compliance Office at DHS so that the data can be filed under seal.

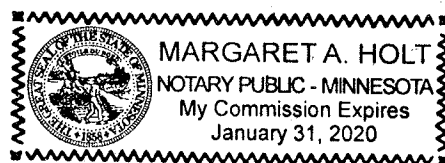
FURTHER YOUR AFFIANT SAYETH NOT.


CASSANDRA BIRKELAND FELDMAN

Subscribed and sworn to before me on

March 28, _____, 2016


NOTARY PUBLIC



UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

James and Lorie Jensen, et al.,

Case No. 09-cv-01775 DWF/BRT

Plaintiffs,

vs.

Minnesota Department of Human
Services, et al.,

Defendants.

**AFFIDAVIT OF MARGARET
FLETCHER BOOTH, PHD,
CONCERNING VERIFICATION OF
DEFENDANTS' 2015 ANNUAL
REPORT - TENTH COMPLIANCE
UPDATE REPORT**

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

MARGARET FLETCHER BOOTH, being first duly sworn on oath, states as follows:

1. I am employed by the Minnesota Department of Human Services ("DHS") as Director, Jensen / Olmstead Quality Assurance & Compliance Office (formerly known as the Jensen Implementation Office).
2. I am familiar with the above-captioned case and settlement and understand that this affidavit is a verification of information set forth in Defendants' 2015 Annual Report, which is the Tenth Compliance Update Report ("Report").
3. I have personal knowledge of the information in the following sections of the 2015 Annual Report, which is the Tenth Compliance Update Report, and I confirm that the

data provided is reliable and valid, and verify that the information provided is accurate, complete, timely, and verified:

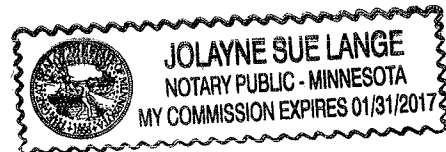
A. January 1 to December 31, 2015 Updates regarding Evaluation Criteria 81, 83, 84, and 100.

4. I further hereby verify the data contained in the portions of the Report described above at paragraph 3 is either (1) public data under applicable laws, or (2) if it is not-public data, the data subject(s) of any such not-public data have consented to such data being used publicly, or (3) I have alerted the Jensen / Olmstead Quality Assurance and Compliance Office at DHS so that the data can be filed under seal.

FURTHER YOUR AFFIANT SAYETH NOT.


MARGARET FLETCHER BOOTH

Subscribed and sworn to before me on
March 30, 2016




NOTARY PUBLIC

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

James and Lorie Jensen, et al.,

Case No. 09-cv-01775 DWF/BRT

Plaintiffs,

vs.

Minnesota Department of Human
Services, et al.,

**AFFIDAVIT OF MARK BROSTROM
CONCERNING VERIFICATION OF
DEFENDANTS' 2015 ANNUAL
REPORT - TENTH COMPLIANCE
UPDATE REPORT**

Defendants.

STATE OF MINNESOTA)
) ss.
COUNTY OF ISANTI)

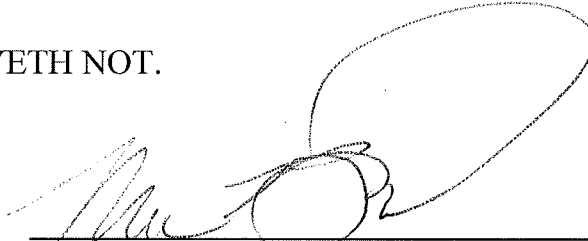
MARK BROSTROM, being first duly sworn on oath, states as follows:

1. I am employed by the Minnesota Department of Human Services ("DHS") as Director, Community Based Services, Short Term Supports Residential / Mobile.
2. I am familiar with the above-captioned case and settlement and understand that this affidavit is a verification of information set forth in Defendants' 2015 Annual Report, which is the Tenth Compliance Update Report ("Report").
3. I have personal knowledge of the information in the following sections of the 2015 Annual Report, which is the Tenth Compliance Update Report, and I confirm that the data provided is reliable and valid, and verify that the information provided is accurate, complete, timely, and verified:

A. January 1 to December 31, 2015 Updates regarding Evaluation Criteria 1, 25, 38, 65, 66, 89, 94, and 96.

4. I further hereby verify the data contained in the portions of the Report described above at paragraph 3 is either (1) public data under applicable laws, or (2) if it is not-public data, the data subject(s) of any such not-public data have consented to such data being used publicly, or (3) I have alerted the Jensen / Olmstead Quality Assurance and Compliance Office at DHS so that the data can be filed under seal.

FURTHER YOUR AFFIANT SAYETH NOT.

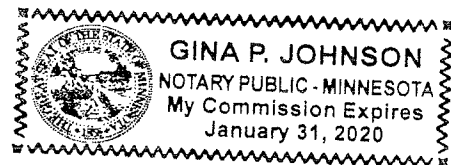


MARK BROSTROM

Subscribed and sworn to before me on
March 29, 2016



NOTARY PUBLIC



UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

James and Lorie Jensen, et al.,

Case No. 09-cv-01775 DWF/BRT

Plaintiffs,

vs.

Minnesota Department of Human
Services, et al.,

**AFFIDAVIT OF TODD
BUCKINGHAM CONCERNING
VERIFICATION OF DEFENDANTS'
2015 ANNUAL REPORT - TENTH
COMPLIANCE UPDATE REPORT**

Defendants.

STATE OF MINNESOTA)
) ss.
COUNTY OF Isanti)

TODD BUCKINGHAM, being first duly sworn on oath, states as follows:

1. I am employed by the Minnesota Department of Human Services ("DHS") as Residential Program Manager, Community Based Services.

2. I am familiar with the above-captioned case and settlement and understand that this affidavit is a verification of information set forth in Defendants' 2015 Annual Report, which is the Tenth Compliance Update Report ("Report").

3. I have personal knowledge of the information in the following sections of the 2015 Annual Report, which is the Tenth Compliance Update Report, and I confirm that the data provided is reliable and valid, and verify that the information provided is accurate, complete, timely, and verified:

A. January 1 to December 31, 2015 Updates regarding Evaluation Criteria 1, 38, 45, 46, 54, 55, 56, 57, 58, 59, 60, 61, 90, 94, and 96.

4. I further hereby verify the data contained in the portions of the Report described above at paragraph 3 is either (1) public data under applicable laws, or (2) if it is not-public data, the data subject(s) of any such not-public data have consented to such data being used publicly, or (3) I have alerted the Jensen / Olmstead Quality Assurance and Compliance Office at DHS so that the data can be filed under seal.

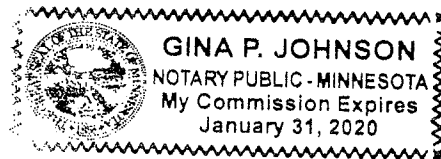
FURTHER YOUR AFFIANT SAYETH NOT.



TODD BUCKINGHAM

Subscribed and sworn to before me on

March 28, 2016



Gina P. Johnson
NOTARY PUBLIC

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

James and Lorie Jensen, et al.,

Case No. 09-cv-01775 DWF/BRT

Plaintiffs,

vs.

Minnesota Department of Human
Services, et al.,

**AFFIDAVIT OF REBECCA
BUDIMLIJA CONCERNING
VERIFICATION OF DEFENDANTS'
2015 ANNUAL REPORT - TENTH
COMPLIANCE UPDATE REPORT**

Defendants.

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

REBECCA BUDIMLIJA, being first duly sworn on oath, states as follows:

1. I am employed by the Minnesota Department of Human Services ("DHS") as Continuous Improvement Engineer, Office of Continuous Improvement.
2. I am familiar with the above-captioned case and settlement and understand that this affidavit is a verification of information set forth in Defendants' 2015 Annual Report, which is the Tenth Compliance Update Report ("Report").
3. I have personal knowledge of the information in the following sections of the 2015 Annual Report, which is the Tenth Compliance Update Report, and I confirm that the data provided is reliable and valid, and verify that the information provided is accurate, complete, timely, and verified:

A. January 1 to December 31, 2015 Updates regarding the Single Point of Entry pilot project.

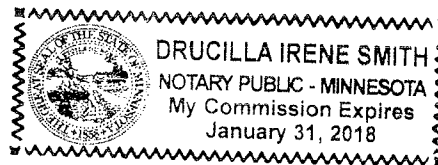
4. I further hereby verify the data contained in the portions of the Report described above at paragraph 3 is either (1) public data under applicable laws, or (2) if it is not-public data, the data subject(s) of any such not-public data have consented to such data being used publicly, or (3) I have alerted the Jensen / Olmstead Quality Assurance and Compliance Office at DHS so that the data can be filed under seal.

FURTHER YOUR AFFIANT SAYETH NOT.

Rebecca Budimlija
REBECCA BUDIMLIJA

Subscribed and sworn to before me on
March 29, 2016

Drucilla Irene Smith
NOTARY PUBLIC



UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

James and Lorie Jensen, et al.,

Case No. 09-cv-01775 DWF/BRT

Plaintiffs,

vs.

Minnesota Department of Human
Services, et al.,

**AFFIDAVIT OF STEVEN DAHL
CONCERNING VERIFICATION OF
DEFENDANTS' 2015 ANNUAL
REPORT - TENTH COMPLIANCE
UPDATE REPORT**

Defendants.

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

STEVEN DAHL, being first duly sworn on oath, states as follows:

1. I am employed by the Minnesota Department of Human Services ("DHS") as Director, Community Support Services.
2. I am familiar with the above-captioned case and settlement and understand that this affidavit is a verification of information set forth in Defendants' 2015 Annual Report, which is the Tenth Compliance Update Report ("Report").
3. I have personal knowledge of the information in the following sections of the 2015 Annual Report, which is the Tenth Compliance Update Report, and I confirm that the data provided is reliable and valid, and verify that the information provided is accurate, complete, timely, and verified:

A. January 1 to December 31, 2015 Updates regarding Evaluation Criteria 67, 72, and 75.

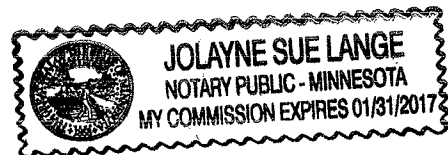
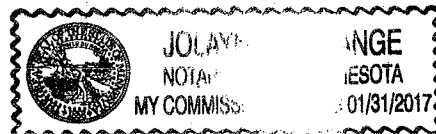
4. I further hereby verify the data contained in the portions of the Report described above at paragraph 3 is either (1) public data under applicable laws, or (2) if it is not-public data, the data subject(s) of any such not-public data have consented to such data being used publicly, or (3) I have alerted the Jensen / Olmstead Quality Assurance and Compliance Office at DHS so that the data can be filed under seal.

FURTHER YOUR AFFIANT SAYETH NOT.


STEVEN DAHL

Subscribed and sworn to before me on
March 26, 2016


NOTARY PUBLIC



UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

James and Lorie Jensen, et al.,

Case No. 09-cv-01775 DWF/BRT

Plaintiffs,

vs.

Minnesota Department of Human
Services, et al.,

**AFFIDAVIT OF KAREN
SULLIVAN-HOOK CONCERNING
VERIFICATION OF DEFENDANTS'
2015 ANNUAL REPORT - TENTH
COMPLIANCE UPDATE REPORT**

Defendants.

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

KAREN SULLIVAN HOOK, being first duly sworn on oath, states as follows:

1. I am employed by the Minnesota Department of Human Services ("DHS") as Deputy Senior Counsel.
2. I am familiar with the above-captioned case and settlement and understand that this affidavit is a verification of information set forth in Defendants' 2015 Annual Report, which is the Tenth Compliance Update Report ("Report").
3. I have personal knowledge of the information in the following sections of the 2015 Annual Report, which is the Tenth Compliance Update Report, and I confirm that the data provided is reliable and valid, and verify that the information provided is accurate, complete, timely, and verified:

A. January 1 to December 31, 2015 Updates regarding Evaluation Criteria 100 and 101.

4. I further hereby verify the data contained in the portions of the Report described above at paragraph 3 is either (1) public data under applicable laws, or (2) if it is not-public data, the data subject(s) of any such not-public data have consented to such data being used publicly, or (3) I have alerted the Jensen / Olmstead Quality Assurance and Compliance Office at DHS so that the data can be filed under seal.

FURTHER YOUR AFFIANT SAYETH NOT.



KAREN SULLIVAN-HOOK

Subscribed and sworn to before me on
March 29, 2016



NOTARY PUBLIC



UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

James and Lorie Jensen, et al.,

Case No. 09-cv-01775 DWF/BRT

Plaintiffs,

vs.

Minnesota Department of Human
Services, et al.,

**AFFIDAVIT OF ELIZABETH
LINDMAN CONCERNING
VERIFICATION OF DEFENDANTS'
2015 ANNUAL REPORT - TENTH
COMPLIANCE UPDATE REPORT**

Defendants.

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

ELIZABETH LINDMAN, being first duly sworn on oath, states as follows:

1. I am employed by the Minnesota Department of Human Services ("DHS") as Training Center Coordinator, Direct Care and Treatment Learning and Development.
2. I am familiar with the above-captioned case and settlement and understand that this affidavit is a verification of information set forth in Defendants' 2015 Annual Report, which is the Tenth Compliance Update Report ("Report").
3. I have personal knowledge of the information in the following sections of the Report and verify that the information provided is correct and accurate:
 - A. January 1 to December 31, 2015 Updates regarding Evaluation Criterion 55.

4. I further hereby verify the data contained in the portions of the Report described above at paragraph 3 is either (1) public data under applicable laws, or (2) if it is not-public data, the data subject(s) of any such not-public data have consented to such data being used publicly, or (3) I have alerted the Jensen / Olmstead Quality Assurance and Compliance Office at DHS so that the data can be filed under seal.

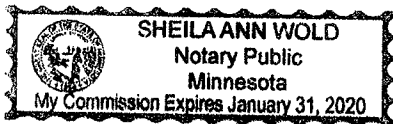
FURTHER YOUR AFFIANT SAYETH NOT.


ELIZABETH LINDMAN

Subscribed and sworn to before me on

March 28th, 2016


NOTARY PUBLIC



UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

James and Lorie Jensen, et al.,

Case No. 09-cv-01775 DWF/BRT

Plaintiffs,

vs.

Minnesota Department of Human
Services, et al.,

**AFFIDAVIT OF AMBER MAKI
CONCERNING VERIFICATION OF
DEFENDANTS' 2015 ANNUAL
REPORT - TENTH COMPLIANCE
UPDATE REPORT**

Defendants.

STATE OF MINNESOTA)
) ss.
COUNTY OF ISANTI)

AMBER MAKI, being first duly sworn on oath, states as follows:

1. I am employed by the Minnesota Department of Human Services ("DHS") as Clinical Coordinator / Behavior Analyst 3 Supervisor, in Community Based Services.
2. I am familiar with the above-captioned case and settlement and understand that this affidavit is a verification of information set forth in Defendants' 2015 Annual Report, which is the Tenth Compliance Update Report ("Report").
3. I have personal knowledge of the information in the following sections of the 2015 Annual Report, which is the Tenth Compliance Update Report, and I confirm that the data provided is reliable and valid, and verify that the information provided is accurate, complete, timely, and verified:

A. January 1 to December 31, 2015 Updates regarding Evaluation Criteria 38, 55, 91, and 92.

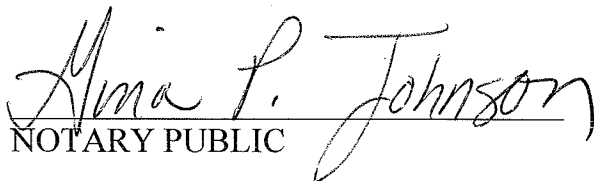
4. I further hereby verify the data contained in the portions of the Report described above at paragraph 3 is either (1) public data under applicable laws, or (2) if it is not-public data, the data subject(s) of any such not-public data have consented to such data being used publicly, or (3) I have alerted the Jensen / Olmstead Quality Assurance and Compliance Office at DHS so that the data can be filed under seal.

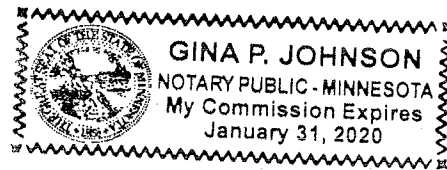
FURTHER YOUR AFFIANT SAYETH NOT.


AMBER MAKI

Subscribed and sworn to before me on

March 29, 2016


NOTARY PUBLIC



UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

James and Lorie Jensen, et al.,

Case No. 09-cv-01775 DWF/BRT

Plaintiffs,

vs.

Minnesota Department of Human
Services, et al.,

**AFFIDAVIT OF JANET
MARCINIAK CONCERNING
VERIFICATION OF DEFENDANTS'
2015 ANNUAL REPORT - TENTH
COMPLIANCE UPDATE REPORT**

Defendants.

STATE OF MINNESOTA)
) ss.
COUNTY OF ISANTI)

JANET MARCINIAK, being first duly sworn on oath, states as follows:

1. I am employed by the Minnesota Department of Human Services ("DHS") as Minnesota Life Bridge Registered Nurse Consultant, Community Based Services.
2. I am familiar with the above-captioned case and settlement and understand that this affidavit is a verification of information set forth in Defendants' 2015 Annual Report, which is the Tenth Compliance Update Report ("Report").
3. I have personal knowledge of the information in the following sections of the 2015 Annual Report, which is the Tenth Compliance Update Report, and I confirm that the data provided is reliable and valid, and verify that the information provided is accurate, complete, timely, and verified:

A. January 1 to December 31, 2015 Updates regarding Evaluation Criteria 7 and 14.

4. I further hereby verify the data contained in the portions of the Report described above at paragraph 3 is either (1) public data under applicable laws, or (2) if it is not-public data, the data subject(s) of any such not-public data have consented to such data being used publicly, or (3) I have alerted the Jensen / Olmstead Quality Assurance and Compliance Office at DHS so that the data can be filed under seal.

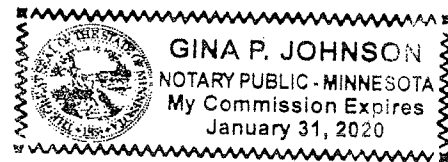
FURTHER YOUR AFFIANT SAYETH NOT.

Janet Marciniak
JANET MARCINIAK

Subscribed and sworn to before me on

March 29, 2016

Gina P. Johnson
NOTARY PUBLIC



UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

James and Lorie Jensen, et al.,

Case No. 09-cv-01775 DWF/BRT

Plaintiffs,

vs.

Minnesota Department of Human
Services, et al.,

Defendants.

**AFFIDAVIT OF TIMOTHY
MOORE, PH.D., LP, BCBA-D
CONCERNING VERIFICATION OF
DEFENDANTS' 2015 ANNUAL
REPORT - TENTH COMPLIANCE
UPDATE REPORT**

STATE OF MINNESOTA)
) ss.
COUNTY OF ISANTI)

Timothy Moore, PhD, LP, BCBA-D, being first duly sworn on oath, states as follows:

1. I am employed by the Minnesota Department of Human Services ("DHS") as Director of Positive Behavior Support for Direct Care & Treatment. In this role I provide clinical consultation to Minnesota Life Bridge and direct the Successful Life Project.

2. I am familiar with the above-captioned case and settlement and understand that this affidavit is a verification of information set forth in Defendants' 2015 Annual Report, which is the Tenth Compliance Update Report ("Report").

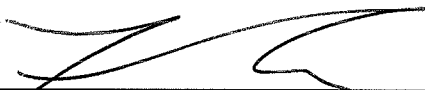
3. I have personal knowledge of the information in the following sections of the 2015 Annual Report, which is the Tenth Compliance Update Report, and I confirm that the

data provided is reliable and valid, and verify that the information provided is accurate, complete, timely, and verified:

A. January 1 to December 31, 2015 Updates regarding Evaluation
Criterion 2, 9, 38, 47, 48, 49, 50, 51, 52, 53, 55, 63, 67, 91, 92, 96,
and 98.

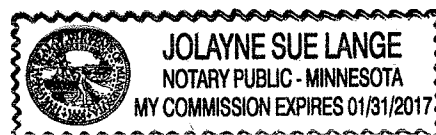
4. I further hereby verify the data contained in the portions of the Report described above at paragraph 3 is either (1) public data under applicable laws, or (2) if it is not-public data, the data subject(s) of any such not-public data have consented to such data being used publicly, or (3) I have alerted the Jensen / Olmstead Quality Assurance and Compliance Office at DHS so that the data can be filed under seal.

FURTHER YOUR AFFIANT SAYETH NOT.


TIMOTHY MOORE, PhD, LP, BCBA-D

Subscribed and sworn to before me on

March 29, 2016




NOTARY PUBLIC

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

James and Lorie Jensen, et al.,
Plaintiffs,

Case No. 09-cv-01775 DWF/BRT

vs.

Minnesota Department of Human
Services, et al.,

**AFFIDAVIT OF CAROL OLSON
CONCERNING VERIFICATION OF
DEFENDANTS' 2015 ANNUAL
REPORT - TENTH COMPLIANCE
UPDATE REPORT**

Defendants.

STATE OF MINNESOTA)
) ss.
COUNTY OF NICOLLET)


CAROL OLSON, being first duly sworn on oath, states as follows:

1. I am employed by the Minnesota Department of Human Services ("DHS") as Executive Director, Forensic Services.
2. I am familiar with the above-captioned case and settlement and understand that this affidavit is a verification of information set forth in Defendants' 2015 Annual Report, which is the Tenth Compliance Update Report ("Report").
3. I have personal knowledge of the information in the following sections of the 2015 Annual Report, which is the Tenth Compliance Update Report, and I confirm that the data provided is reliable and valid, and verify that the information provided is accurate, complete, timely, and verified:

A. January 1 to December 31, 2015 Updates regarding Evaluation Criterion 84.

4. I further hereby verify the data contained in the portions of the Report described above at paragraph 3 is either (1) public data under applicable laws, or (2) if it is not-public data, the data subject(s) of any such not-public data have consented to such data being used publicly, or (3) I have alerted the Jensen / Olmstead Quality Assurance and Compliance Office at DHS so that the data can be filed under seal.

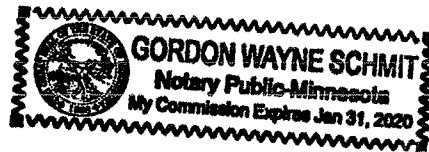
FURTHER YOUR AFFIANT SAYETH NOT.


CAROL OLSON

Subscribed and sworn to before me on

March 28, 2016


NOTARY PUBLIC



UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

James and Lorie Jensen, et al.,

Case No. 09-cv-01775 DWF/BRT

Plaintiffs,

vs.

Minnesota Department of Human
Services, et al.,

**AFFIDAVIT OF JEAMSE
PETERSON CONCERNING
VERIFICATION OF DEFENDANTS'
2015 ANNUAL REPORT - TENTH
COMPLIANCE UPDATE REPORT**

Defendants.

STATE OF MINNESOTA)
) ss.
COUNTY OF ISANTI)

JEAMSE PETERSON, being first duly sworn on oath, states as follows:

1. I am employed by the Minnesota Department of Human Services ("DHS") as Admission / Transition Coordinator, in Community Based Services.
2. I am familiar with the above-captioned case and settlement and understand that this affidavit is a verification of information set forth in Defendants' 2015 Annual Report, which is the Tenth Compliance Update Report ("Report").
3. I have personal knowledge of the information in the following sections of the 2015 Annual Report, which is the Tenth Compliance Update Report, and I confirm that the data provided is reliable and valid, and verify that the information provided is accurate, complete, timely, and verified:

A. January 1 to December 31, 2015 Updates regarding Evaluation Criterion 4.

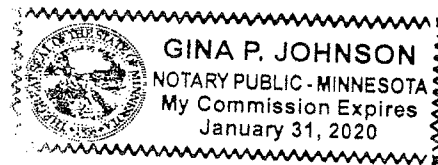
4. I further hereby verify the data contained in the portions of the Report described above at paragraph 3 is either (1) public data under applicable laws, or (2) if it is not-public data, the data subject(s) of any such not-public data have consented to such data being used publicly, or (3) I have alerted the Jensen / Olmstead Quality Assurance and Compliance Office at DHS so that the data can be filed under seal.

FURTHER YOUR AFFIANT SAYETH NOT.

Jeannise S. Peterson
JEANISE PETERSON

Subscribed and sworn to before me on
March 28, 2016

Gina P. Johnson
NOTARY PUBLIC



UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

James and Lorie Jensen, et al.,

Case No. 09-cv-01775 DWF/BRT

Plaintiffs,

vs.

Minnesota Department of Human
Services, et al.,

Defendants.

**AFFIDAVIT OF
STEVEN PRATT, M.D.
CONCERNING VERIFICATION OF
DEFENDANTS' 2015 ANNUAL
REPORT - TENTH COMPLIANCE
UPDATE REPORT**

STATE OF MINNESOTA)
) ss.
COUNTY OF ISANTI)

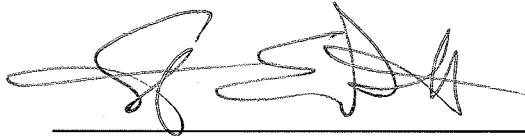
Steven Pratt, M.D., being first duly sworn on oath, states as follows:

1. I am employed by the Minnesota Department of Human Services ("DHS") as Executive Medical Director for Behavioral Health, Direct Care and Treatment.
2. I am familiar with the above-captioned case and settlement and understand that this affidavit is a verification of information set forth in Defendants' 2015 Annual Report, which is the Tenth Compliance Update Report ("Report").
3. I have personal knowledge of the information in the following sections of the 2015 Annual Report, which is the Tenth Compliance Update Report, and I confirm that the data provided is reliable and valid, and verify that the information provided is accurate, complete, timely, and verified:

A. January 1 to December 31, 2015 Updates regarding Evaluation
Criteria 55, 81, 82, 83, and 85

4. I further hereby verify the data contained in the portions of the Report described above at paragraph 3 is either (1) public data under applicable laws, or (2) if it is not-public data, the data subject(s) of any such not-public data have consented to such data being used publicly, or (3) I have alerted the Jensen / Olmstead Quality Assurance and Compliance Office at DHS so that the data can be filed under seal.

FURTHER YOUR AFFIANT SAYETH NOT.

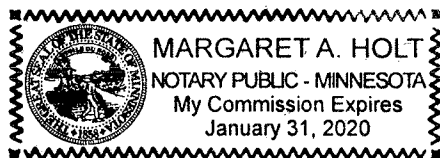


STEVEN PRATT, M.D.

Subscribed and sworn to before me on

March 29, _____, 2016

Margaret A. Holt
NOTARY PUBLIC



UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

James and Lorie Jensen, et al.,

Case No. 09-cv-01775 DWF/BRT

Plaintiffs,

vs.

Minnesota Department of Human
Services, et al.,

Defendants.

**AFFIDAVIT OF
REBECCA ROBINSON
CONCERNING VERIFICATION OF
DEFENDANTS' 2015 ANNUAL
REPORT - TENTH COMPLIANCE
UPDATE REPORT**

STATE OF MINNESOTA)
) ss.
COUNTY OF NICOLLET)

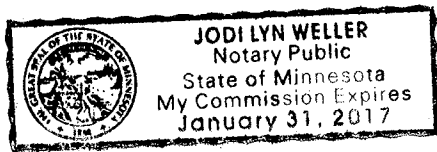
REBECCA ROBINSON, being first duly sworn on oath, states as follows:

1. I am employed by the Minnesota Department of Human Services ("DHS") as Social Services Director, Forensic Services.
2. I am familiar with the above-captioned case and settlement and understand that this affidavit is a verification of information set forth in Defendants' 2015 Annual Report, which is the Tenth Compliance Update Report ("Report").
3. I have personal knowledge of the information in the following sections of the 2015 Annual Report, which is the Tenth Compliance Update Report, and I confirm that the data provided is reliable and valid, and verify that the information provided is accurate, complete, timely, and verified:

83, and 84.

4. I further hereby verify the data contained in the portions of the Report described above at paragraph 3 is either (1) public data under applicable laws, or (2) if it is not-public data, the data subject(s) of any such not-public data have consented to such data being used publicly, or (3) I have alerted the Jensen / Olmstead Quality Assurance and Compliance Office at DHS so that the data can be filed under seal.

FURTHER YOUR AFFIANT SAYETH NOT.



Rebecca A. Robinson, J&W, LLC
REBECCA ROBINSON

Subscribed and sworn to before me on
March 28, 2016

Jodi L Weller
NOTARY PUBLIC

UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

James and Lorie Jensen, et al.,

Case No. 09-cv-01775 DWF/BRT

Plaintiffs,

vs.

Minnesota Department of Human
Services, et al.,

**AFFIDAVIT OF CATHERINE
ROSENTHAL CONCERNING
VERIFICATION OF DEFENDANTS'
2015 ANNUAL REPORT - TENTH
COMPLIANCE UPDATE REPORT**

Defendants.

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

CATHERINE ROSENTHAL, being first duly sworn on oath, states as follows:

1. I am employed by the Minnesota Department of Human Services ("DHS") as Management Analyst, Anoka Metro Regional Treatment Center.
2. I am familiar with the above-captioned case and settlement and understand that this affidavit is a verification of information set forth in Defendants' 2015 Annual Report, which is the Tenth Compliance Update Report ("Report").
3. I have personal knowledge of the information in the following sections of the 2015 Annual Report, which is the Tenth Compliance Update Report, and I confirm that the data provided is reliable and valid, and verify that the information provided is accurate, complete, timely, and verified:

A. January 1 to December 31, 2015 Updates regarding Evaluation Criterion 85.

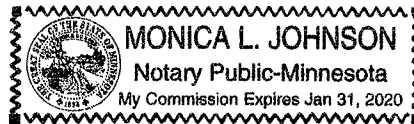
4. I further hereby verify the data contained in the portions of the Report described above at paragraph 3 is either (1) public data under applicable laws, or (2) if it is not-public data, the data subject(s) of any such not-public data have consented to such data being used publicly, or (3) I have alerted the Jensen / Olmstead Quality Assurance and Compliance Office at DHS so that the data can be filed under seal.

FURTHER YOUR AFFIANT SAYETH NOT.



CATHERINE ROSENTHAL

Subscribed and sworn to before me on
March 28, 2016





NOTARY PUBLIC

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

James and Lorie Jensen, et al.,

Case No. 09-cv-01775 DWF/BRT

Plaintiffs,

vs.

Minnesota Department of Human
Services, et al.,

**AFFIDAVIT OF MICHAEL
SHERMAN CONCERNING
VERIFICATION OF DEFENDANTS'
2015 ANNUAL REPORT - TENTH
COMPLIANCE UPDATE REPORT**

Defendants.

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

MICHAEL SHERMAN, being first duly sworn on oath, states as follows:

1. I am employed by the Minnesota Department of Human Services ("DHS") as Person- Centered Planning Facilitator, Community Based Services.
2. I am familiar with the above-captioned case and settlement and understand that this affidavit is a verification of information set forth in Defendants' 2015 Annual Report, which is the Tenth Compliance Update Report ("Report").
3. I have personal knowledge of the information in the following sections of the 2015 Annual Report, which is the Tenth Compliance Update Report, and I confirm that the data provided is reliable and valid, and verify that the information provided is accurate, complete, timely, and verified:

A. January 1 to December 31, 2015 Updates regarding Evaluation Criteria 91 and 92.

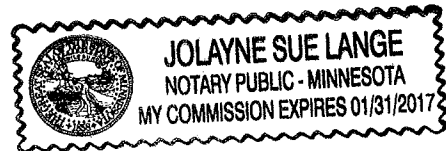
4. I further hereby verify the data contained in the portions of the Report described above at paragraph 3 is either (1) public data under applicable laws, or (2) if it is not-public data, the data subject(s) of any such not-public data have consented to such data being used publicly, or (3) I have alerted the Jensen / Olmstead Quality Assurance and Compliance Office at DHS so that the data can be filed under seal.

FURTHER YOUR AFFIANT SAYETH NOT.


MICHAEL SHERMAN

Subscribed and sworn to before me on
March 30, 2016


NOTARY PUBLIC



UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

James and Lorie Jensen, et al.,

Case No. 09-cv-01775 DWF/BRT

Plaintiffs,

vs.

Minnesota Department of Human
Services, et al.,

**AFFIDAVIT OF STACEY
SJOSTEDT CONCERNING
VERIFICATION OF DEFENDANTS'
2015 ANNUAL REPORT - TENTH
COMPLIANCE UPDATE REPORT**

Defendants.

STATE OF MINNESOTA)
) ss.
COUNTY OF ISANTI)

STACEY SJOSTEDT, being first duly sworn on oath, states as follows:

1. I am employed by the Minnesota Department of Human Services ("DHS") as Behavior Analyst - Residential and Diversion, in Community Based Services.

2. I am familiar with the above-captioned case and settlement and understand that this affidavit is a verification of information set forth in Defendants' 2015 Annual Report, which is the Tenth Compliance Update Report ("Report").

3. I have personal knowledge of the information in the following sections of the 2015 Annual Report, which is the Tenth Compliance Update Report, and I confirm that the data provided is reliable and valid, and verify that the information provided is accurate, complete, timely, and verified:

A. January 1 to December 31, 2015 Updates regarding Evaluation Criterion 38.


4. I further hereby verify the data contained in the portions of the Report described above at paragraph 3 is either (1) public data under applicable laws, or (2) if it is not-public data, the data subject(s) of any such not-public data have consented to such data being used publicly, or (3) I have alerted the Jensen / Olmstead Quality Assurance and Compliance Office at DHS so that the data can be filed under seal.

FURTHER YOUR AFFIANT SAYETH NOT.


STACEY SJOSTEDT

Subscribed and sworn to before me on

March 29, 2016


NOTARY PUBLIC

