UNITED STATES DISTRICT COURT

FOR THE WESTERN DISTRICT OF TEXAS

UNITED STATES OF AMERICA, Plaintiff, vs. STATE OF TEXAS, et al., Defendants	))))))))))))	CASE NO. AO9CA 490SS

AMENDED SETTLEMENT AGREEMENT

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PART I
INTRODUCTION

A. Parties

1. This Amended Settlement Agreement (the "Amended Agreement") is entered into between the United States of America (the "United States") on one hand and the State of Texas, the Texas Health and Human Services Commission (HHSC) on behalf of the 12 state supported living centers ("SSLCs"), and the ICF/IID component of Rio Grande State Center on the other. This Amended Agreement amends the original Agreement between the parties effective June 26, 2009, ECF Docket #2 (the "2009 Agreement"). The SSLCs and the ICF/IID component of Rio Grande State Center may be collectively referred to in this Amended Agreement as "Centers" or may be individually referred to as "Center."

2. In this Amended Agreement, the "Parties" means the United States and the State of Texas, defined as all components of the executive branch of Texas state government and not including the legislative and judicial branches (the "State").

B. Background

1. The 2009 Agreement contains 161 substantive requirements addressing 20 distinct areas of care and treatment for current and former residents of the State's 13 Centers. The purpose of the 2009 Agreement is to achieve the agreed improvements in response to investigations of the Centers conducted by the United States Department of Justice.

2. The 2009 Agreement provides for independent monitoring of the State's compliance with the 161 substantive requirements in that agreement. As required by Section III.Q of the 2009 Agreement, the monitors issued a report to the Court and to the Parties providing a comprehensive assessment of each Center's progress four years after the 2009 Agreement went into effect, see ECF Docket #21.

3. As detailed in the report, while the monitors found that the State had made progress in achieving substantial compliance with the 2009 Agreement, they concluded that the State was significantly behind the agreement's timeframes for compliance. In recognition of this fact, and the fact that the State has acted in good faith to implement the 2009 Agreement across all 13 Centers, the parties engaged in extensive discussions that have resulted in this Amended Agreement.

4. The Parties agree that this Amended Agreement contains mutual covenants and promises sufficient to induce them to enter into this Amended Agreement to the exclusion of the 2009 Agreement.

C. Amended Agreement

1. This Amended Agreement is intended to restructure the monitoring process, to place greater focus on outcomes for the individuals whose rights the 2009 Settlement Agreement and this Amended Agreement are designed to protect, and to strengthen services for persons moving from a Center to live in community settings. More particularly, the Amended Agreement: (1) modifies the monitoring methodology by focusing on critical outcomes, *see* Part VI; (2) sets out the State's commitments to strengthen community services, *see* Part III.B; (3) adds, modifies or updates some definitions *see* Part I.E; (4) deletes some process provisions relating to training, staffing, recordkeeping, and efforts to obtain additional legally authorized representatives, when needed, *see* Part II; and (5) makes minor clerical changes throughout.

2. This Amended Agreement is organized into eight Parts (Parts I-VIII). Each Part consists of one or more Sections, for example, Sections A-V of Part II. Sections are divided into Provisions, for example, Provisions 1-8 of Section C, Part II. Compliance with this Amended Agreement may be determined by individual Center or group of Centers at the Provision level, for example, a Center or group of Centers may be found in substantial compliance with Provision II.C.(1).

3. Nothing in this Amended Agreement shall be construed as an acknowledgment, admission, or evidence of liability of the State or HHSC under the Civil Rights of Institutionalized Persons Act ("CRIPA"), 42 U.S.C. §1997, the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12131 et seq., the Constitution or federal or state law, and nothing in this Amended Agreement may be used as evidence of liability of the State or HHSC in any civil, administrative, or criminal proceeding.

D. Legislative Approval

This Amended Agreement was approved by the Texas Legislature May 28, 2017, by Senate Concurrent Resolution 33, which was signed by the Governor June 12, 2017, in accordance with Texas Civil Practice and Remedies Code, Chapter 111. The State represents that revisions made to this Amended Agreement after the approval of the Texas Legislature are incidental or otherwise do not require approval under Chapter 111.

E. Definitions

1. **"Community Member"** means an individual with an intellectual or developmental disability who has moved from a Center to community-based Medicaid services in Texas on or after the effective date of this Amended Agreement, for the first twelve months after the individual's move from the Center.

2. **"Competency-Based Training"** means the provision of knowledge and skills sufficient to enable the trained person to meet specified standards of performance as

validated through that person's demonstration that he or she can use such knowledge or skills effectively in the circumstances for which they are required.

3. **"Consistent With Current, Generally Accepted Professional Standards of Care"** means a qualified professional's decision that does not so substantially depart from contemporary, accepted professional judgment, practice, or standards as to demonstrate that the person responsible actually did not base the decision on such judgment, practice, or standards. The Parties have endeavored in this Amended Agreement to set out specific substantive requirements consistent with current, generally accepted professional standards of care. Except as otherwise specifically provided in this Amended Agreement or Appendix D, the standard for assessing compliance with Part II of this Amended Agreement shall be whether the Centers' practices are consistent with current, generally accepted professional standards of care.

4. **"Employment Assistance"** means assistance provided to a Community Member to help the individual locate paid employment in the community, including: 1) identifying the individual's employment preferences, job skills, and requirements for a work setting and work conditions; 2) locating prospective employers offering employment compatible with the individual's identified preferences, skills, and requirements; and 3) contacting a prospective employer on behalf of the individual and negotiating the individual's employment.

5. **"Exploitation"** means the illegal or improper act or process of using an individual or the resources of an individual for monetary or personal benefit, profit, or gain.

6. **"I/DD"** means an intellectual or developmental disability.

7. **"Individual Support Plan" or "ISP"** is a document that sets out, in an integrated and coherent manner, all of the protections, supports, and services to be provided to the resident; is developed by the resident's interdisciplinary team through comprehensive assessments of the resident; reflects, to the fullest extent practicable, the resident's preferences, strengths, needs and desires; and includes methods to track and document progress toward identified goals and objectives.

8. **"Integrated Day Services"** means services and supports provided in the frequency, intensity, and duration that allow Community Members to engage in self-directed activities in the community at times, frequencies, and with persons of their choosing. Integrated day services include the following community services and supports: supported employment, employment assistance, community-based recreational, social, educational, cultural, and athletic activities, and community volunteer activities and training activities, as well as other non-Center based activities of an individual's choosing that are provided in integrated settings during the day with the appropriate services and supports.

9. **"Legally Authorized Representative" or "LAR"** means a person authorized by law to act on behalf of an individual with regard to a matter described in this Amended

Agreement, who may include a parent, guardian, or managing conservator of a minor, or a guardian of an adult.

10. **"Local Intellectual and Developmental Disability Authority" or "LIDDA"** means an entity to which the Texas Health and Human Services Commission ("HHSC") delegates authority and responsibility within a specified service area for planning, policy development, coordination, resource development, and allocation of services to individuals with I/DD, and for supervising and ensuring the provision of such services in one or more local service areas.

11. **"Positive Behavior Support Plan" or "PBSP"** is a comprehensive, individualized plan that contains intervention strategies designed to modify the environment, teach or increase adaptive skills, and reduce or prevent the occurrence of target behaviors through interventions that build on the resident's strengths and preferences and that exclude aversive or punishment contingencies. The PBSP is a component of the Individual Support Plan and includes:

a. The objective delineation of target behaviors, including baseline levels of behavior;

b. Training to acquire or increase replacement behaviors that are selected on the basis of an accurate structural assessment (i.e., an assessment of the antecedents of behaviors) and functional assessment (i.e., an assessment of the consequences of behaviors), and specific implementation procedures from such training; and

c. Target behavior reduction strategies, based on accurate structural and functional assessments, and specific implementation procedures for such strategies.

12. **"Resident"** means an individual with I/DD residing in a Center.

13. **"Restraint"**

a. "Chemical Restraint" means any drug that is prescribed or administered to sedate an individual, or temporarily restrict an individual's freedom of movement, for the purpose of managing the individual's behavior, if the chemical, including a pharmaceutical, or dosage is not a current standard treatment for the individual's medical or psychiatric condition. For the purpose of this definition, a pro re nata ("prn"), or "as-needed", order is not considered current standard treatment.

b. "Mechanical Restraint" means any device attached or adjacent to an individual's body that he or she cannot easily remove that restricts freedom of movement or normal access to his or her body. The term does not include a protective device used to achieve functional body position or proper balance or to prevent injury due to involuntary movement.

c. "Medical Restraint" means a health-related protection that is prescribed by a primary care physician or dentist that is necessary for the conduct of a specific medical or dental procedure, or is only necessary for protection during the time that a medical or dental condition exists, for the purpose of preventing an individual from inhibiting or undoing medical or dental treatment. Medical restraint includes chemical restraint.

d. "Physical Restraint" means any manual method that restricts freedom of movement or normal access to one's body, including hand or arm holding to escort an individual over his or her resistance to being escorted. Physical restraint does not include brief, limited, and isolated use of: physical guidance, positioning or prompting techniques that are used to redirect an individual or assist, support, or protect the individual during a functional therapeutic or physical exercise activity; response blocking and brief redirection used to interrupt an individual's limbs or body without the use of force so that the occurrence of challenging behavior is prevented; holding an individual, without the use of force, to calm, or comfort, or hand-holding to escort an individual from one area to another; and response interruption used to interrupt an individual's behavior, using Center-approved techniques.

e. "Crisis Intervention" means the use of restraints: a) in response to an immediate safety situation that places the individual or others at serious threat of violence or injury if no intervention occurs; and that results either from an occurrence that could not have been anticipated or from incomplete treatment (i.e., current treatment that has not eliminated the risk of future occurrences of the behavior); and applies b) only after less restrictive measures have been determined to be ineffective or not feasible.

f. "Prone Restraint" means any physical or mechanical restraint that places the individual in a face-down position. Prone restraint does not include placing an individual in a face-down position as a necessary part of medical intervention or brief physical holding of an individual who, during an incident of physical restraint, rolls into a prone or supine position, when staff restore the individual to a standing, sitting, or side-lying position as soon as possible.

14. **"Serious Physical Injury"** means any injury requiring medical intervention or hospitalization or any injury determined to be serious by a physician or advanced practice nurse (APN). Medical intervention is treatment by a licensed medical doctor, osteopath, podiatrist, dentist, physician's assistant or APN. Medical intervention does not include first aid, an examination, diagnostics (e.g., x-ray, blood test), or the prescribing of oral or topical medication.

15. **"Significant Resident Injury"** means a serious physical injury or an injury of unknown source.

16. **"Injury of Unknown Source"** means an injury that was not witnessed by any person, that could not be explained by the individual and that raises suspicions of possible abuse or neglect because of the extent of the injury, the location of the injury, the number of injuries observed at one particular point in time, or the incidence of injuries over time.

PART II
CENTER IMPROVEMENT PLAN

A. Revised Center Improvement Plan

The improvement plan for the Centers described in Part II of the 2009 Agreement is modified as set forth in this Part II of the Amended Agreement. Provisions marked "RESERVED" designate provisions from Part II of the 2009 Agreement that are not included in the Amended Agreement.

B. Introduction

As part of an overall service delivery system, each Center shall provide care and treatment to residents in order to support and strengthen the resident's ability to function, grow and develop in ways benefiting quality of life, to attain self-help and social skills, to minimize regression or loss of skills, and to provide for reasonable safety, security and freedom from undue bodily restraint, where possible.

C. Protection from Harm – Restraints

Each Center shall provide residents with a safe and humane environment and ensure that they are protected from harm, consistent with current, generally accepted professional standards of care, as set forth below:

1. No Center shall place any resident in prone restraint. Each Center shall ensure that restraints may only be used: if the resident poses an immediate and serious risk of harm to him/herself or others; after a graduated range of less restrictive measures has been exhausted or considered in a clinically justifiable manner; for reasons other than as punishment, for convenience of staff, or in the absence of or as an alternative to treatment; and in accordance with applicable, written policies, procedures, and plans governing restraint use. Only restraint techniques approved in the Centers' policies shall be used.

2. Restraints shall be terminated as soon as the resident is no longer a danger to him/herself or others.

3. RESERVED

4. Each Center shall limit the use of all restraints, other than medical restraints, to crisis interventions. No restraint shall be used that is prohibited by the resident's medical orders or ISP. If medical restraints are required for routine medical or dental care for a resident, the ISP for that resident shall include treatments or strategies to minimize or eliminate the need for restraint.

5. Staff trained in the application and assessment of restraint shall conduct and document a face-to-face assessment of the resident as soon as possible but no later than

15 minutes from the start of the restraint to review the application and consequences of the restraint. For all restraints applied at a Center, a licensed health care professional shall monitor and document vital signs and mental status of a resident in restraints at least every 30 minutes from the start of the restraint, except for a medical restraint pursuant to a physician's order. In extraordinary circumstances, with clinical justification, the physician may order an alternative monitoring schedule. For all residents subject to restraints away from a Center, a licensed health care professional shall check and document vital signs and mental status of the resident within thirty minutes of the resident's return to the Center. In each instance of a medical restraint, the physician shall specify the schedule and type of monitoring required.

6. Every resident in restraint shall be checked for restraint-related injury and receive opportunities to exercise restrained limbs, to eat as near meal times as possible, to drink fluids, and to use a toilet or bed pan. Residents subject to medical restraint shall receive enhanced supervision (i.e., the resident is assigned supervision by a specific staff person who is able to intervene in order to minimize the risk of designated high-risk behaviors, situations, or injuries) and other residents in restraint shall be under continuous one-to-one supervision. In extraordinary circumstances, with clinical justification, the Center Director may authorize an alternate level of supervision. Every use of restraint shall be documented consistent with Appendix A: Restraint Documentation Guidelines.

7. For any resident placed in restraint, other than medical restraint, more than three times in any rolling thirty day period, the resident's treatment team shall:

a. review the resident's adaptive skills and biological, medical, psychosocial factors;

b. review possibly contributing environmental conditions;

c. review or perform structural assessments of the behavior provoking restraints;

d. review or perform functional assessments of the behavior provoking restraints;

e. develop (if one does not exist) and implement a PBSP based on that resident's particular strengths, specifying: the objectively defined behavior to be treated that leads to the use of the restraint; alternative, positive adaptive behaviors to be taught to the resident to replace the behavior that initiates the use of the restraint, as well as other programs, where possible, to reduce or eliminate the use of such restraint. The type of restraint authorized, the restraint's maximum duration, the designated approved restraint situation, and the criteria for terminating the use of the restraint shall be set out in the resident's ISP;

f. ensure that the resident's treatment plan is implemented with a high level of treatment integrity, i.e., that the relevant treatments and supports are provided

consistently across settings and fully as written upon each occurrence of a targeted behavior; and

g. as necessary, assess and revise the PBSP.

8. Each Center shall review each use of restraint, other than medical restraint, and ascertain the circumstances under which such restraint was used. The review shall take place within three business days of the start of each instance of restraint, other than medical restraint. ISPs shall be revised, as appropriate.

D. Protection from Harm - Abuse, Neglect, and Incident Management

Each Center shall protect residents from harm consistent with current, generally accepted professional standards of care, as set forth below:

1. Each Center shall implement policies, procedures and practices that require a commitment that the Center shall not tolerate abuse or neglect of residents and that staff are required to report abuse or neglect of residents.

2. Each Center shall review, revise, as appropriate, and implement incident management policies, procedures and practices. Such policies, procedures and practices shall require:

a. Staff to immediately report serious incidents, including but not limited to death, abuse, neglect, exploitation, and serious injury, as follows:

1) for deaths, abuse, neglect, and exploitation to the Center Director (or that official's designee) and such other officials and agencies as warranted, consistent with Texas law; and

2) for serious injuries and other serious incidents, to the Center Director (or that official's designee). Staff shall report these and all other unusual incidents, using standardized reporting.

b. Mechanisms to ensure that, when serious incidents such as allegations of abuse, neglect, exploitation or serious injury occur, Center staff take immediate and appropriate action to protect the residents involved, including removing alleged perpetrators, if any, from direct contact with residents pending either the investigation's outcome or at least a well-supported, preliminary assessment that the employee poses no risk to residents or the integrity of the investigation.

c. Competency-based training, at least yearly, for all staff on recognizing and reporting potential signs and symptoms of abuse, neglect, and exploitation, and maintaining documentation indicating completion of such training.

d. Notification of all staff when commencing employment and at least yearly of their obligation to report abuse, neglect, or exploitation to Center and State

officials. All staff persons who are mandatory reporters of abuse or neglect shall sign a statement that shall be kept at the Center evidencing their recognition of their reporting obligations. The Center shall take appropriate personnel action in response to any mandatory reporter's failure to report abuse or neglect.

e. Mechanisms to educate and support residents, primary correspondent (i.e., a person, identified by the IDT, who has significant and ongoing involvement with a resident who lacks the ability to provide legally adequate consent and who does not have an LAR), and LAR to identify and report unusual incidents, including allegations of abuse, neglect and exploitation.

f. Posting in each living unit and day program site a brief and easily understood statement of residents' rights, including information about how to exercise such rights and how to report violations of such rights.

g. Procedures for referring, as appropriate, allegations of abuse and/or neglect to law enforcement.

h. Mechanisms to ensure that any staff person, resident, family member or visitor who in good faith reports an allegation of abuse or neglect is not subject to retaliatory action, including but not limited to reprimands, discipline, harassment, threats or censure, except for appropriate counseling, reprimands or discipline because of an employee's failure to report an incident in an appropriate or timely manner.

i. Audits, at least semi-annually, to determine whether significant resident injuries are reported for investigation.

3. The State shall develop and implement policies and procedures to ensure timely and thorough investigations of all abuse, neglect, exploitation, death, theft, serious injury, and other serious incidents involving residents. Such policies and procedures shall:

a. RESERVED

b. Provide for the cooperation of Center staff with outside entities that are conducting investigations of abuse, neglect, and exploitation.

c. Ensure that investigations are coordinated with any investigations completed by law enforcement agencies so as not to interfere with such investigations.

d. Provide for the safeguarding of evidence.

e. Require that each investigation of a serious incident commence within 24 hours or sooner, if necessary, of the incident being reported; be completed within 10 calendar days of the incident being reported unless, because of extraordinary circumstances, the Center Director or HHSC Provider Investigations Supervisor,

as applicable, grants a written extension; and result in a written report, including a summary of the investigation, findings and, as appropriate, recommendations for corrective action.

f. Require that the contents of the report of the investigation of a serious incident shall be sufficient to provide a clear basis for its conclusion. The report shall set forth explicitly and separately, in a standardized format: each serious incident or allegation of wrongdoing; the name(s) of all witnesses; the name(s) of all alleged victims and perpetrators; the names of all persons interviewed during the investigation; for each person interviewed, an accurate summary of topics discussed, a recording of the witness interview or a summary of questions posed, and a summary of material statements made; all documents reviewed during the investigation; all sources of evidence considered, including previous investigations of serious incidents involving the alleged victim(s) and perpetrator(s) known to the investigating agency; the investigator's findings; and the investigator's reasons for his/her conclusions.

g. Require that the written report, together with any other relevant documentation, shall be reviewed by staff supervising investigations to ensure that the investigation is thorough and complete and that the report is accurate, complete and coherent. Any deficiencies or areas of further inquiry in the investigation and/or report shall be addressed promptly.

h. Require that each Center shall also prepare a written report, subject to the provisions of subparagraph g, for each unusual incident.

i. Require that whenever disciplinary or programmatic action is necessary to correct the situation and/or prevent recurrence, the Center shall implement such action promptly and thoroughly, and track and document such actions and the corresponding outcomes.

j. Require that records of the results of every investigation shall be maintained in a manner that permits investigators and other appropriate personnel to easily access every investigation involving a particular staff member or individual.

4. Each Center shall have a system to allow the tracking and trending of unusual incidents and investigation results. Trends shall be tracked by the categories of: type of incident; staff alleged to have caused the incident; individuals directly involved; location of incident; date and time of incident; cause(s) of incident; and outcome of investigation.

5. Before permitting a staff person (whether full-time or part-time, temporary or permanent) or a person who volunteers on more than five occasions within one calendar year to work directly with any resident, each Center shall investigate, or require the investigation of, the staff person’s or volunteer’s criminal history and factors such as a history of perpetrated abuse, neglect or exploitation. Center staff shall directly supervise volunteers for whom an investigation has not been completed when they are working

directly with residents. The Center shall ensure that nothing from that investigation indicates that the staff person or volunteer would pose a risk of harm to residents.

E. Quality Assurance

Each Center shall develop or revise, and implement quality assurance procedures that enable the Center to comply fully with this Amended Agreement and that timely and adequately detect problems with the provision of adequate protections, services and supports, to ensure that appropriate corrective steps are implemented consistent with current, generally accepted professional standards of care, as set forth below:

1. Track data with sufficient particularity to identify trends across, among, within and/or regarding: program areas; living units; work shifts; protections, supports and services; areas of care; individual staff; and/or individuals receiving services and supports.

2. Analyze data regularly and, whenever appropriate, require the development and implementation of corrective action plans to address problems identified through the quality assurance process. Such plans shall identify: the actions that need to be taken to remedy and/or prevent the recurrence of problems; the anticipated outcome of each action step; the person(s) responsible; and the time frame in which each action step must occur.

3. Disseminate corrective action plans to all entities responsible for their implementation.

4. Monitor and document corrective action plans to ensure that they are implemented fully and in a timely manner, to meet the desired outcome of remedying or reducing the problems originally identified.

5. Modify corrective action plans, as necessary, to ensure their effectiveness.

F. Integrated Protections, Services, Treatments, and Supports

Each Center shall implement an integrated ISP for each resident that ensures that individualized protections, services, supports, and treatments are provided, consistent with current, generally accepted professional standards of care, as set forth below:

*1. **Interdisciplinary Teams***

The IDT for each resident shall:

a. Be facilitated by one person from the team who shall ensure that members of the team participate in assessing each individual, and in developing, monitoring, and revising treatments, services, and supports.

b. Consist of the resident, the LAR, the Qualified Intellectual Disabilities Professional, other professionals dictated by the resident's strengths, preferences,

and needs, and staff who regularly and directly provide services and supports to the resident. Other persons who participate in IDT meetings shall be dictated by the resident's preferences and needs.

c. Conduct comprehensive assessments, routinely and in response to significant changes in the resident's life, of sufficient quality to reliably identify the resident's strengths, preferences and needs.

d. Ensure assessment results are used to develop, implement, and revise as necessary, an ISP that outlines the protections, services, and supports to be provided to the resident.

e. Develop each ISP in accordance with the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12131 et seq., and the United States Supreme Court's decision in Olmstead v. L.C., 527 U.S. 581 (1999).

2. ***Integrated ISPs***

Each Center shall review, revise as appropriate, and implement policies and procedures that provide for the development of integrated ISPs for each resident as set forth below:

a. An ISP shall be developed and implemented for each resident that:

1) Addresses, in a manner building on the individual's preferences and strengths, each resident's prioritized needs, provides an explanation for any need or barrier that is not addressed, identifies the supports that are needed, and encourages community participation;

2) Specifies individualized, observable and/or measurable goals/objectives, the treatments or strategies to be employed, and the necessary supports to: attain identified outcomes related to each preference; meet needs; and overcome identified barriers to living in the most integrated setting appropriate to his/her needs;

3) Integrates all protections, services and supports, treatment plans, clinical care plans, and other interventions provided for the resident;

4) Identifies the methods for implementation, time frames for completion, and the staff responsible;

5) Provides interventions, strategies, and supports that effectively address the resident's needs for services and supports and are practical and functional at the Center and in community settings; and

6) Identifies the data to be collected and/or documentation to be maintained and the frequency of data collection in order to permit the

objective analysis of the resident's progress, the person(s) responsible for the data collection, and the person(s) responsible for the data review.

b. The Center shall ensure that goals, objectives, anticipated outcomes, services, supports, and treatments are coordinated in the ISP.

c. The Center shall ensure that each ISP is accessible and comprehensible to the staff responsible for implementing it.

d. The Center shall ensure that, at the frequency specified in the ISP, the responsible interdisciplinary team member(s) for each program or support included in the ISP assess the progress and efficacy of the related interventions. If there is a lack of expected progress, the responsible IDT member(s) shall take action as needed. If a significant change in the resident's status has occurred, the interdisciplinary team shall meet to determine if the ISP needs to be modified, and shall modify the ISP, as appropriate.

e. RESERVED

f. The Center shall prepare an ISP for each resident within thirty days of admission. The ISP shall be revised annually and more often as needed, and shall be put into effect within thirty days of its preparation, unless, because of extraordinary circumstances, the Center Director grants a written extension.

g. The Center shall develop and implement quality assurance processes that identify and remediate problems to ensure that the ISPs are developed and implemented consistent with the provisions of this section.

G. Integrated Clinical Services

Each Center shall provide integrated clinical services to residents consistent with current, generally accepted professional standards of care, as set forth below:

1. Each Center shall provide integrated clinical services (i.e., general medicine, psychology, psychiatry, nursing, dentistry, pharmacy, physical therapy, speech therapy, dietary, and occupational therapy) to ensure that residents receive the clinical services they need.

2. The appropriate clinician shall review recommendations from non-Center clinicians. The review and documentation shall include whether or not to adopt the recommendations or whether to refer the recommendations to the IDT for integration with existing supports and services.

H. Minimum Common Elements of Clinical Care

Each Center shall provide clinical services to individuals consistent with current, generally accepted professional standards of care, as set forth below:

1. Assessments or evaluations shall be performed on a regular basis and in response to developments or changes in a resident's status to ensure the timely detection of individuals' needs.

2. Diagnoses shall clinically fit the corresponding assessments or evaluations and shall be consistent with the current version of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.

3. Treatments and interventions shall be timely and clinically appropriate based upon assessments and diagnoses.

4. Clinical indicators of the efficacy of treatments and interventions shall be determined in a clinically justified manner.

5. A system shall be established and maintained to effectively monitor the health status of individuals.

6. Treatments and interventions shall be modified in response to clinical indicators.

7. The Center shall establish and implement integrated clinical services policies, procedures, and guidelines to implement the provisions of Section H.

I. At-Risk Individuals

Each Center shall provide services with respect to at-risk residents consistent with current, generally accepted professional standards of care, as set forth below:

1. Each Center shall implement a regular risk screening, assessment and management system to identify residents whose health or well-being is at risk.

2. Each Center shall perform an interdisciplinary assessment of services and supports after a resident is identified as at risk and in response to changes in an at-risk resident's condition, as measured by established at-risk criteria. In each instance, the IDT will start the assessment process as soon as possible but within five working days of the resident being identified as at risk.

3. Each Center shall establish and implement a plan within fourteen days of the plan's finalization, for each resident, as appropriate, to meet needs identified by the interdisciplinary assessment, including preventive interventions to minimize the condition of risk, except that the Center shall take more immediate action when the risk to the resident warrants. Such plans shall be integrated into the ISP and shall include the clinical indicators to be monitored and the frequency of monitoring.

J. Psychiatric Care and Services

Each Center shall provide psychiatric care and services to residents consistent with current, generally accepted professional standards of care, as set forth below:

1. RESERVED

2. Each Center shall ensure that no resident shall receive psychotropic medication without having been evaluated and diagnosed, in a clinically justifiable manner, by a board-certified or board-eligible psychiatrist.

3. Psychotropic medications shall not be used as a substitute for a treatment program; in the absence of a psychiatric diagnosis, neuropsychiatric diagnosis, or specific behavioral-pharmacological hypothesis; or for the convenience of staff, and, psychotropic medications shall not be used as punishment.

4. If pre-treatment sedation is to be used for routine medical or dental care for an individual, the ISP for that resident shall include treatments or strategies to minimize or eliminate the need for pre-treatment sedation. The pre-treatment sedation shall be coordinated with other medications, supports and services including as appropriate psychiatric, pharmacy and medical services, and shall be monitored and assessed, including for side effects.

5. RESERVED

6. Each Facility shall develop and implement procedures for psychiatric assessment, diagnosis, and case formulation, consistent with current, generally accepted professional standards of care, as described in Appendix B: Psychiatric Evaluations/Assessments.

7. As part of the comprehensive functional assessment process, each Center shall use the Reiss Screen for Maladaptive Behavior to screen each resident upon admission, for possible psychiatric disorders, except that residents who have a current psychiatric assessment need not be screened. The Center shall ensure that identified residents, including all residents admitted with a psychiatric diagnosis or prescribed psychotropic medication, receive a comprehensive psychiatric assessment and diagnosis (if a psychiatric diagnosis is warranted) in a clinically justifiable manner.

8. Each Center shall develop and implement a system to integrate pharmacological treatments with behavioral and other interventions through combined assessment and case formulation.

9. Before a proposed PBSP for residents receiving psychiatric care and services is implemented, the IDT, including the psychiatrist, shall determine the least intrusive and most positive interventions to treat the behavioral or psychiatric condition, and whether the resident will best be served primarily through behavioral, pharmacology, or other interventions, in combination or alone. If it is concluded that the resident is best served through use of psychotropic medication, the ISP must also specify non-pharmacological

treatment, interventions, or supports to address signs and symptoms in order to minimize the need for psychotropic medication to the degree possible.

10. Before the non-emergency administration of psychotropic medication, the IDT, including the psychiatrist, primary care physician, and nurse, shall determine whether the harmful effects of the resident's mental illness outweigh the possible harmful effects of psychotropic medication and whether reasonable alternative treatment strategies are likely to be less effective or potentially more dangerous than the medications.

11. Each Center shall develop and implement a Center-level review system to monitor at least monthly the prescriptions of two or more psychotropic medications from the same general class (e.g., two antipsychotics) to the same resident, and the prescription of three or more psychotropic medications, regardless of class, to the same resident, to ensure that the use of such medications is clinically justified, and that medications that are not clinically justified are eliminated.

12. Each Center shall develop and implement a system, using standard assessment tools such as MOSES and DISCUS, for monitoring, detecting, reporting, and responding to side effects of psychotropic medication, based on the resident's current status and/or changing needs, but at least quarterly.

13. For every resident receiving psychotropic medication as part of an ISP, the IDT, including the psychiatrist, shall ensure that the treatment plan for the psychotropic medication identifies a clinically justifiable diagnosis or a specific behavioral-pharmacological hypothesis; the expected timeline for the therapeutic effects of the medication to occur; the objective psychiatric symptoms or behavioral characteristics that will be monitored to assess the treatment's efficacy, by whom, when, and how this monitoring will occur, and shall provide ongoing monitoring of the psychiatric treatment identified in the treatment plan, as often as necessary, based on the resident's current status and/or changing needs, but no less often than quarterly.

14. Each Center shall obtain informed consent or proper legal authorization (except in the case of an emergency) prior to administering psychotropic medications or other restrictive procedures. The terms of the consent shall include any limitations on the use of the medications or restrictive procedures and shall identify associated risks.

15. Each Center shall ensure that the neurologist and psychiatrist coordinate the use of medications, through the IDT process, when they are prescribed to treat both seizures and a mental health disorder.

K. Psychological Care and Services

Each Center shall provide psychological care and services consistent with current, generally accepted professional standards of care, as set forth below:

1. Each Center shall provide residents requiring a PBSP with individualized services and comprehensive programs to promote the growth, development, and independence of

all residents, to minimize regression and loss of skills, and to ensure reasonable safety, security, and freedom from undue use of restraint.

2. RESERVED

3. Each Center shall establish a peer-based system to review the quality of PBSPs.

4. Each Center shall develop and implement standard procedures for data collection, including methods to monitor and review the progress of each resident in meeting the goals of the resident's PBSP. Data collected pursuant to these procedures shall be reviewed at least monthly by professionals described in Section K.1 to assess progress. The Center shall ensure that outcomes of PBSPs are frequently monitored and that assessments and interventions are re-evaluated and revised promptly if target behaviors do not improve or have substantially changed.

5. Each Center shall develop and implement standard psychological assessment procedures that allow for the identification of medical, psychiatric, environmental, or other reasons for target behaviors, and of other psychological needs that may require intervention.

6. Each Center shall ensure that psychological assessments are based on current, accurate, and complete clinical and behavioral data.

7. Within one month from the individual's admittance to a Facility, and thereafter as often as needed, the Center shall complete psychological assessment(s) of each resident pursuant to the Center's standard psychological assessment procedures.

8. By six weeks of the assessment required in Section K.7, above, those residents needing psychological services other than PBSPs shall receive such services. Documentation shall be provided in such a way that progress can be measured to determine the efficacy of treatment.

9. By six weeks from the date of the resident's assessment, the Center shall develop an individual PBSP, and obtain necessary approvals and consents, for each resident who is exhibiting behaviors that constitute a risk to the health or safety of the resident or others, or that serve as a barrier to learning and independence, and that have been resistant to less formal interventions. By fourteen days from obtaining necessary approvals and consents, the Center shall implement the PBSP. Notwithstanding the foregoing timeframes, the Center Director may grant a written extension based on extraordinary circumstances.

10. Documentation regarding the PBSP's implementation shall be gathered and maintained in such a way that progress can be measured to determine the efficacy of treatment. Documentation shall be maintained to permit clinical review of medical conditions, psychiatric treatment, and use and impact of psychotropic medications.

11. Each Center shall ensure that PBSPs are written so that they can be understood and implemented by direct care staff.

12. Each Center shall ensure that all direct contact staff and their supervisors successfully complete competency-based training on the overall purpose and objectives of the specific PBSPs for which they are responsible and on the implementation of those plans.

13. RESERVED

L. Medical Care

1. Each Center shall ensure that the residents it serves receive routine, preventive, and emergency medical care consistent with current, generally accepted professional standards of care.

2. Each Center shall establish and maintain a medical review system that consists of non-Center physician case review and assistance to facilitate the quality of medical care and performance improvement.

3. Each Center shall maintain a medical quality improvement process that collects data relating to the quality of medical services; assesses these data for trends; initiates outcome-related inquiries; identifies and initiates corrective action; and monitors to ensure that remedies are achieved.

4. RESERVED

M. Nursing Care

Each Center shall ensure that residents receive nursing care consistent with current, generally accepted professional standards of care, as set forth below:

1. Nurses shall document nursing assessments, identify health care problems, notify physicians of health care problems, monitor, intervene, and keep appropriate records of the residents' health care status sufficient to readily identify changes in status.

2. The Center shall update nursing assessments of the nursing care needs of each resident on a quarterly basis and more often as indicated by the resident's health status.

3. The Center shall develop nursing interventions annually to address each resident's health care needs, including needs associated with high-risk or at-risk health conditions to which the resident is subject, with review and necessary revision on a quarterly basis, and more often as indicated by the resident's health status. Nursing interventions shall be implemented promptly after they are developed or revised.

4. The Center shall establish and implement nursing assessment and reporting protocols sufficient to address the health status of the residents.

5. The Center shall develop and implement a system of assessing and documenting clinical indicators of risk for each resident. The IDT shall discuss plans and progress at integrated reviews as indicated by the health status of the resident.

6. Each Center shall implement nursing procedures for the administration of medications in accordance with current, generally accepted professional standards of care and provide the necessary supervision and training to minimize medication errors.

N. Pharmacy Services and Safe Medication Practices

Each Center shall develop and implement policies and procedures providing for adequate and appropriate pharmacy services, consistent with current, generally accepted professional standards of care, as set forth below:

1. Upon the prescription of a new medication, a pharmacist shall conduct reviews of each resident's medication regimen and, as clinically indicated, make recommendations to the prescribing health care provider about significant interactions with the resident's current medication regimen; side effects; allergies; and the need for laboratory results, additional laboratory testing regarding risks associated with the use of the medication, and dose adjustments if the prescribed dosage is not consistent with Center policy or current drug literature.

2. In Quarterly Drug Regimen Reviews, a pharmacist shall consider, note and address, as appropriate, laboratory results, and identify abnormal or sub-therapeutic medication values.

3. Prescribing medical practitioners and the pharmacist shall collaborate: in monitoring the use of "Stat" (i.e., emergency) medications and chemical restraints to ensure that medications are used in a clinically justifiable manner, and not as a substitute for long-term treatment; in monitoring the use of benzodiazepines, anticholinergics, and polypharmacy, to ensure clinical justifications and attention to associated risks; and in monitoring metabolic and endocrine risks associated with the use of new generation antipsychotic medications.

4. Treating medical practitioners shall consider the pharmacist's recommendations and, for any recommendations not followed, document in the resident's medical record a clinical justification why the recommendation is not followed.

5. The Center shall ensure quarterly monitoring, and more often as clinically indicated using a validated rating instrument (such as MOSES or DISCUS), of tardive dyskinesia.

6. The Center shall ensure the timely identification, reporting, and follow up remedial action regarding all significant or unexpected adverse drug reactions.

7. The Center shall ensure the performance of regular drug utilization evaluations in accordance with current, generally accepted professional standards of care.

8. The Center shall ensure the regular documentation, reporting, data analyses, and follow up remedial action regarding actual and potential medication variances.

O. Minimum Common Elements of Physical and Nutritional Management

1. Each Center shall provide each resident who requires physical or nutritional management services with a Physical and Nutritional Management Plan ("PNMP") of care consistent with current, generally accepted professional standards of care. The PNMP will be reviewed at the resident's annual support plan meeting, and as often as necessary, approved by the IDT, and included as part of the resident's ISP. The PNMP shall be developed based on input from the IDT, home staff, medical and nursing staff, and the physical and nutritional management team. The Center shall maintain a physical and nutritional management team to address residents' physical and nutritional management needs. The physical and nutritional management team shall consist of a registered nurse, physical therapist, occupational therapist, dietician, and a speech pathologist with demonstrated competence in swallowing disorders. As needed, the team shall consult with a medical doctor, nurse practitioner, or physician's assistant. All members of the team should have specialized training or experience demonstrating competence in working with individuals with complex physical and nutritional management needs.

2. Each Center shall identify each resident who cannot feed himself or herself, who requires positioning assistance associated with swallowing activities, who has difficulty swallowing, or who is at risk of choking or aspiration (collectively, "individuals having physical or nutritional management problems"), and provide such residents with physical and nutritional interventions and supports sufficient to meet the resident's needs. The physical and nutritional management team shall assess each resident having physical and nutritional management problems to identify the causes of such problems.

3. Each Center shall maintain and implement adequate mealtime, oral hygiene, and oral medication administration plans ("mealtime and positioning plans") for residents having physical or nutritional management problems. These plans shall address feeding and mealtime techniques, and positioning of the resident during mealtimes and other activities that are likely to provoke swallowing difficulties.

4. Each Center shall ensure staff engage in mealtime practices that do not pose an undue risk of harm to any resident. Residents shall be in proper alignment during and after meals or snacks, and during enteral feedings, medication administration, oral hygiene care, and other activities that are likely to provoke swallowing difficulties.

5. Each Center shall ensure that all direct care staff responsible for residents with physical or nutritional management problems have successfully completed competency-based training in how to implement the mealtime and positioning plans that they are responsible for implementing.

6. Each Center shall monitor the implementation of mealtime and positioning plans to ensure that the staff demonstrates competence in safely and appropriately implementing such plans.

7. Each Center shall develop and implement a system to monitor the progress of resident with physical or nutritional management difficulties, and revise interventions as appropriate.

8. Each Center shall evaluate each resident fed by a tube to ensure that the continued use of the tube is medically necessary. Where appropriate, the Center shall implement a plan to return the resident to oral feeding.

P. Physical and Occupational Therapy

Each Center shall provide residents in need of physical therapy and occupational therapy with services that are consistent with current, generally accepted professional standards of care, to enhance their functional abilities, as set forth below:

1. By 30 days from a resident's admission, the Center shall conduct occupational and physical therapy screening of the resident. The Center shall ensure that residents identified with therapy needs, including functional mobility, receive a comprehensive integrated occupational and physical therapy assessment, within 30 days of the need's identification, including wheelchair mobility assessment as needed, that shall consider significant medical issues and health risk indicators in a clinically justified manner.

2. Within 30 days of the integrated occupational and physical therapy assessment the Center shall develop, as part of the ISP, a plan to address the recommendations of the integrated occupational therapy and physical therapy assessment and shall implement the plan within 30 days of the plan's creation, or sooner as required by the resident's health or safety. As indicated by the resident's needs, the plans shall include: individualized interventions aimed at minimizing regression and enhancing movement and mobility, range of motion, and independent movement; objective, measurable outcomes; positioning devices and/or other adaptive equipment; and, for residents who have regressed, interventions to minimize further regression.

3. The Center shall ensure that staff responsible for implementing the plans identified in Section P.2 have successfully completed competency-based training in implementing such plans.

4. The Center shall develop and implement a system to monitor and address: the status of residents with identified occupational and physical therapy needs; the condition, availability, and effectiveness of physical supports and adaptive equipment; the treatment interventions that address the occupational therapy, physical therapy, and physical and nutritional management needs of each resident; and the implementation by direct care staff of these interventions.

Q. Dental Services

1. Each Center shall provide residents with adequate and timely routine and emergency dental care and treatment, consistent with current, generally accepted professional standards of care. For purposes of this Agreement, the dental care guidelines promulgated by the American Dental Association for persons with developmental disabilities shall satisfy these standards.

2. RESERVED

R. Communication

Each Center shall provide adequate and timely speech and communication therapy services, consistent with current, generally accepted professional standards of care, to residents who require such services, as set forth below:

1. RESERVED

2. The Center shall develop and implement a screening and assessment process designed to identify residents who would benefit from the use of alternative or augmentative communication systems, including systems involving behavioral supports or interventions.

3. For all residents who would benefit from the use of alternative or augmentative communication systems, the Center shall specify in the ISP how the resident communicates, and develop and implement assistive communication interventions that are functional and adaptable to a variety of settings.

4. The Center shall develop and implement a monitoring system to ensure that the communication provisions of the ISP for residents who would benefit from alternative and/or augmentative communication systems address their communication needs in a manner that is functional and adaptable to a variety of settings and that such systems are readily available to them. The communication provisions of the ISP shall be reviewed and revised, as needed, but at least annually.

S. Habilitation, Training, Education, and Skill Acquisition Programs

Each Center shall provide habilitation, training, education, and skill acquisition programs consistent with current, generally accepted professional standards of care, as set forth below:

1. Each Center shall provide residents with adequate habilitation services, including but not limited to individualized training, education, and skill acquisition programs developed and implemented by IDTs to promote the growth, development, and independence of all residents, to minimize regression and loss of skills, and to ensure reasonable safety, security, and freedom from undue use of restraint.

2. Each Center shall conduct annual assessments of residents' preferences, strengths, skills, needs, and barriers to community integration, in the areas of living, working, and engaging in leisure activities.

3. Each Center shall use the information gained from the assessment and review process to develop, integrate, and revise programs of training, education, and skill acquisition to address each resident's needs. Such programs shall:

a. Include interventions, strategies and supports that: (1) effectively address the resident's needs for services and supports; and (2) are practical and functional in the most integrated setting consistent with the resident's needs, and

b. Include to the degree practicable training opportunities in community settings.

T. Serving Residents in the Most Integrated Setting Appropriate to Their Needs

1. Planning for Movement, Transition, and Discharge

a. Transition planning shall be based on the presumption that, with sufficient supports and services, all residents (including residents with complex behavioral and/or medical needs) can live in an integrated setting. Subject to the limitations of court-ordered confinements for residents determined incompetent to stand trial in a criminal court proceeding or unfit to proceed in a juvenile court proceeding, the State shall take action to encourage and assist residents to move to the most integrated settings consistent with the determinations of professionals that community placement is appropriate, that the transfer is not opposed by the resident or the resident's LAR, that the transfer is consistent with the resident's ISP, and the placement can be reasonably accommodated, taking into account the statutory authority of the State, the resources available to the State, and the needs of others with intellectual or developmental disabilities.

b. Each Center shall require that:

1) The IDT will identify in each resident's ISP the protections, services, and supports that need to be provided to ensure safety and the provision of adequate habilitation in the most integrated appropriate setting based on the resident's needs. The IDT will identify the major obstacles to the resident's movement to the most integrated setting consistent with the resident's needs and preferences at least annually, and shall identify, and implement, strategies intended to overcome such obstacles; and

2) Adequate education about available community placements is provided to residents and their families or guardians to enable them to make informed choices.

3) RESERVED

c. When the IDT identifies a more integrated community setting to meet a resident's needs and the resident is accepted for, and the resident or LAR agrees to service in, that setting, then the IDT, in coordination with the LIDDA, shall develop and implement a community living discharge plan in a timely manner. Such a plan shall:

1) Specify the actions that need to be taken by the Center, including requesting assistance as necessary to implement the community living discharge plan and coordinating the community living discharge plan with provider staff;

2) Specify the Center staff responsible for these actions, and the timeframes in which such actions are to be completed; and

3) Be reviewed with the resident and, as appropriate, the LAR, to facilitate their decision-making regarding the supports and services to be provided at the new setting.

d. Each Center shall ensure that each resident leaving the Center to live in a community setting shall have a current comprehensive assessment of needs and supports within 45 days prior to the resident's leaving.

e. Each Center shall verify, through the LIDDA or by other means, that the supports identified in the comprehensive assessment that are determined by professional judgment to be essential to the resident's health and safety shall be in place at the transitioning resident's new home before the resident's departure from the Center. The absence of those supports identified as non-essential to health and safety shall not be a barrier to transition, but a plan setting forth the implementation date of such supports shall be obtained by the Center before the resident's departure from the Center.

f. Each Center shall develop and implement quality assurance processes to ensure that the community living discharge plans are developed, and that the Center implements the portions of the plans for which the Center is responsible, consistent with the provisions of this Section T.

g. Each Center shall gather and analyze information related to identified obstacles to residents' movement to more integrated settings, consistent with their needs and preferences. On a biennial basis, the Center shall use such information to produce a comprehensive assessment of obstacles and provide this information to HHSC and other appropriate agencies. Based on the Center's comprehensive assessment, HHSC will take appropriate steps to overcome or reduce identified obstacles to serving residents in the most integrated setting appropriate to their needs, subject to the statutory authority of the State, the resources available to the State, and the needs of others with developmental disabilities. To the extent that HHSC determines it to be necessary, appropriate, and feasible, HHSC will seek assistance from other agencies or the legislature.

h. RESERVED

2. Serving Community Members in Integrated Settings Appropriate to Their Needs

a. Each Center, or its designee, shall conduct post-move monitoring visits, within each of three intervals of seven, 45, and 90 days, respectively, and quarterly thereafter for the remainder of the 12-month period following the Community Member's move to the community, to assess whether supports called for in the Community Member's community living discharge plan are in place and whether the Community Member has experienced an unresolved Potentially Disrupted Community Transition ("PDCT") event, as identified in Appendix C, using a standard assessment tool, consistent with the sample tool attached at Appendix C.

b. Should the Center's monitoring during the first 90-day period indicate a deficiency in the provision of any support or in resolving the circumstances that led to a PDCT event for a Community Member, the Center shall use its best efforts to ensure such support is implemented, or the circumstances that led to the PDCT event are resolved. These efforts shall include, convening the IDT, to include the LIDDA and the provider (except in the rare instance where the Center or LIDDA determines it is not appropriate to include the provider) and, if indicated, notifying the regulatory agency. Thereafter, should the Center's monitoring for the remainder of the 12-month period indicate a deficiency in the provision of any support or in resolving the circumstances that led to a PDCT event for a Community Member, the Center shall notify the LIDDA and the provider (except in the rare instance where the Center or LIDDA determines it is not appropriate to include the provider) of the need to convene an IDT or service planning team meeting, as applicable, to include the Center's post-move monitor or designee, to review the deficiency or unresolved circumstances that led to the PDCT event and to revise the Community Member's treatment plan, as necessary. If indicated, the Center shall also notify the appropriate regulatory agency.

c. The Monitor may review the accuracy of the Center's monitoring of community placements by accompanying Center staff during post-move monitoring visits of approximately 10% of the Community Members. The Monitor's reviews shall be solely for the purpose of evaluating the accuracy of the Center's monitoring and shall occur before the 12th month following the move date.

3. Alleged Offenders

The provisions of this Section T do not apply to individuals admitted to a Center for court-ordered evaluations:

a. for a maximum period of 180 days, to determine competency to stand trial in a criminal court proceeding, or

b. for a maximum period of 90 days, to determine fitness to proceed in a juvenile court proceeding. The provisions of this Section T do apply to residents committed to the Center following the court-ordered evaluations.

4. Alternate Discharges

Notwithstanding the foregoing provisions of this Section T, the Center will comply with CMS-required discharge planning procedures, rather than the provisions of Section T.1(c),(d), and (e), and T.2, for the following individuals:

a. individuals who move out of state;

b. individuals discharged at the expiration of an emergency admission;

c. individuals discharged at the expiration of an order for protective custody when no commitment hearing was held during the required 20-day timeframe;

d. individuals receiving respite services at the Center for a maximum period of 60 days;

e. individuals discharged based on a determination subsequent to admission that the individual is not to be eligible for admission; and

f. individuals discharged pursuant to a court order vacating the commitment order.

U. RESERVED

V. RESERVED

PART III
COMMUNITY SERVICES

A. State Community Objectives

1. The State endeavors to ensure that adequate behavioral and mental health services and supports are available in the community so that Community Members, including those with complex behavioral and mental health needs, can receive such services in the most integrated settings appropriate to their needs;

2. The State endeavors to help Community Members avoid crises; to better meet the complex physical (including medical, nursing, and nutritional management), behavioral, and mental health needs of Community Members; to avoid failed or disrupted community transitions of Community Members and, thus, to minimize re-institutionalization of Community Members;

3. The State endeavors to ensure that integrated day services are available to all Community Members; and

4. The State endeavors to ensure that transitions to the most integrated setting appropriate to Community Members' needs are effective and safe, and that services to Community Members are provided in the most integrated setting of their choosing.

B. State Commitments to Strengthen or Expand Community Services

1. ***Medical, Nursing, and Nutritional Management, Behavioral and Mental Health Services and Supports***

a. Within the funds appropriated for this purpose by the 84th legislature, the State will:

1) Compensate HHSC-designated small ICF/IID providers at the appropriated add-on rates for services provided to Community Members with high medical needs who are determined eligible for the add-on rates;

2) Compensate HCS providers at the CMS-approved add-on rates for services provided to Community Members with complex medical needs in the HCS waiver who are determined eligible for the add-on rates in fiscal year 2017;

3) Require eight LIDDAs to designate one or more qualified registered nurse, advanced practice nurse, physician, psychiatrist, and behavioral specialist to provide education and technical assistance through the state,

as needed, to residential and other providers who serve Community Members with complex physical, behavioral or mental health care needs; and

4) Require LIDDAs to provide intensive service coordination for each resident transitioning from a Center to the community, including enhanced transitional services and supports prior to and following the transition, for one year after the transition.

b. The State will develop outcome-based metrics and use such metrics to measure expansion and effectiveness of community-based residential options for Community Members with complex physical, behavioral and mental health care needs.

c. The State will allow Community Members who have enrolled in a community-based ICF/IID program to enroll in the HCS waiver without having to be placed on an interest list prior to enrollment in the HCS waiver, if requested within three years of enrollment in the community-based ICF/IID program.

d. The State will use available outcome data and other information to work with each LIDDA, as well as community providers and stakeholders in each LIDDA's service area, to identify gaps in medical, nursing, and nutritional management services and behavioral and mental health services and supports, to include the capacity of small residential settings to provide intensive clinical, behavioral and mental health services and supports to Community Members with the most complex needs, and to develop and, within available authority and resources, implement a plan to address those gaps. The behavioral services addressed in the plan shall be based on a positive behavioral support model to keep individuals as independent as possible, and in familiar surroundings in their homes in the community, and away from more restrictive placement.

e. The State will develop collaborative relationships with local health care providers to improve access to routine, preventative, and emergency physical, behavioral and mental health care services (both general and specialized) for Community Members.

2. Crisis Stabilization

a. The State will require the LIDDAs to provide crisis respite services or crisis intervention services throughout the state to support Community Members who have complex behavioral or mental health needs.

b. By June 1, 2016, the State will require each Center to develop behavioral health stabilization teams to provide on-site (i.e., at the Community Member's home or other location in the community) stabilization supports to Community Members following a crisis or facing a potential crisis, in accordance with the following provisions:

1) Following a provider's notification to the Center's Director or his or her designee, the Center's behavioral health stabilization team will evaluate the Community Member's situation and determine if there is a need for intervention, and if so, take the most appropriate intervention. The intervention may range from telephonic consultation with the provider to on-site technical assistance. Criteria for onsite deployment of the team will depend on the needs of the Community Member at that time, and may include an increase in behaviors that may be dangerous to the Community Member or others, risk of significant property destruction, risk for psychiatric hospitalization, risk of encounters with law enforcement, risk of return of the Community Member to a Center, or behaviors resulting in an increasing number of crisis restraints. The goal of the behavioral health stabilization team is to successfully address the causes of the crisis and to reduce the chances of similar crises occurring in the future.

2) Each Center's behavioral health stabilization team will consist of at least the following clinical staff: behavioral health specialist; nurse; direct support professional; and psychiatrist, physician, and/or nurse practitioner. The specific team members deployed to provide on-site supports to the Community Member will depend on the needs of that individual at the time of the deployment.

3) The behavioral health stabilization team will be deployed as soon as possible, but no later than three calendar days after receiving the provider's notice to the Director or Director's designee of the potential or post-crisis situation.

4) The on-site supports provided by the behavioral health stabilization teams will, as warranted, include, but will not be limited to:

a) An environmental assessment;

b) Consultation on the Community Member's behavior plan;

c) Consultation or referral for health care and/or psychiatric services, as appropriate;

d) In-home assistance to provider staff and/or family; and

e) Training and recommendations for family and/or provider staff.

c. The IDT will meet, prior to the Community Member's transition to a provider, with the provider and the LIDDAs to discuss the services and supports available from the Center's behavioral health stabilization team.

3. ***Integrated Day Services***

a. Using a person-centered planning process and consistent with the resident's needs and preferences, the Center will develop a community living discharge plan for services and supports for integrated day activities, including employment services, for each resident referred for community transition at an ICF/IID or IDD waiver provider.

b. The State will ensure that Community Members have access to the existing array of integrated day services within the ICF/IID or IDD waiver program in which they are enrolled, appropriate to their needs and preferences.

c. Subject to appropriated funding, the State will maintain its membership in the State Employment Leadership Network ("SELN") established by the National Association of State Developmental Disability Directors.

d. The State will employ at least one employment service coordinator whose duties include overseeing implementation of the State's Employment First policy.

e. The State will develop and provide training to the LIDDAs on the principles of the State's Employment First policy.

f. The State will develop and implement a plan to increase opportunities for community integration for Community Members, including integrated day services. The plan will contain:

1) Baseline information regarding:

a) The number of Community Members in the HCS waiver who are receiving supported home living, supported employment (i.e., Community Members are employed, with assistance), or employment assistance; and

b) The number of hours/month on average that each Community Member in the HCS waiver receives supported home living, supported employment, or employment assistance, by service.

2) Annual, nonbinding, targets to increase the number of Community Members in the HCS waiver receiving:

a) Employment assistance by 20%, or minimum of 10, each year; and

b) Supported employment by 20%, or a minimum of 10, each year.

4. ***Community Living Options***

No resident will move to another Center, nursing facility, or residential IDD waiver or ICF setting that serves more than four individuals, unless SSLC State Office, in consultation with the resident's IDT, attempted and was unable to address barriers to transition to a more integrated setting, and verified that:

a. the setting is consistent with the resident's needs;

b. the resident or LAR received options for services and supports to be provided in a more integrated setting consistent with the resident's needs, and the resident or LAR made a fully informed decision declining more integrated living options, or the placement is pursuant to Texas Health and Safety Code, Chapter 555.002-003 (regarding placements occurring through criminal proceedings);

c. the transfer is consistent with the resident's choice or the requirements of Texas Health and Safety Code, Chapter 594.001 et seq. (regarding involuntary inter-Center transfers); and

d. the transfer can be accommodated within the existing capacity of the receiving Center or other setting.

PART IV
QUALITY IMPROVEMENT

The State will develop and implement an outcome-based Quality Improvement ("QI") Program to assess and improve the quality of the protections, services, and supports provided to residents and Community Members. The goal of the program is to ensure that all protections, services and supports for these individuals are of good quality, meet the individuals' needs and preferences, and help the individuals achieve positive outcomes, including avoidance of harm, stable community living, and increased integration, independence, and self-determination in the following life domains: community living, employment, education, recreation, healthcare, and relationships. The QI Program will not be monitored or measured in determining the State's compliance with this Amended Agreement as set forth below in Part VI.

A. QI Program

Elements of the QI Program shall include:

1. Establishment of statewide and program goals and benchmarks to meet individual needs and preferences;

2. Provision of statewide quality oversight to meet individual needs and preferences;

3. Tracking and trending of quality outcomes;

4. Data verification and evaluation to identify and respond to trends to meet individual needs and preferences;

5. Care management planning to ensure the adequacy of individual protections, services, and supports for residents;

6. Implementation of an electronic health record for residents; and

7. Regular quality of care analysis and reporting at both the Center and state level for residents;

B. Measures to Address Outstanding Issues

The State will develop and implement measures in a timely manner to address outstanding issues identified through the QI Program in order to meet individual needs and preferences.

PART V
MONITORS

A. Monitors

Monitors presently appointed or who may be appointed in the future pursuant to this section (the "Monitors") will jointly monitor, as described in Part VI of this Amended Agreement, the State's implementation of Parts II and III.B of this Amended Agreement. HHSC shall pay all reasonable costs and expenses incurred by the Monitors, in accordance with the Texas Prompt Payment Act, in the course of carrying out his/her duties under this Amended Agreement. The Monitors shall have full authority to assess, review, and report independently on the Center's implementation of and compliance with the Amended Agreement and may offer recommendations to aid the State in achieving compliance with the Amended Agreement. The Monitors may be terminated only for good cause and only with prior notice to and agreement by the Parties. No Party, nor any employee or agent of any Party, shall have any supervisory authority over the Monitors' activities, reports, findings, or recommendations. In the event that a Monitor is unable to serve or continue serving as a Monitor, or in the event that the Parties for any reason agree to discontinue the use of the Monitor, the Parties shall meet or otherwise confer within thirty (30) days of being notified of the incapacity or the decision to discontinue use of the Monitor, to select a new Monitor. If the Parties are unable to agree upon a selection, each Party shall submit two names for each Monitor position, along with resumes or curricula vitae and cost proposals, to the Court and the Court shall appoint the Monitor from among the names submitted.

1. Except as required or authorized by the terms of this Amended Agreement, or as authorized by a Court order, or by joint written agreement of the Parties, the Monitor (and members of the Monitoring Team, as set forth in Section B below) shall not: issue public statements (at a conference or otherwise) or make findings with regard to any act or omission of the State or its Centers, agents, representatives or employees, or disclose to any person or entity, other than the Court or the Parties, any confidential information provided to the Monitors in the course of his or her duties in this case, as set forth in Section I herein below.

2. Any press statement made by the Monitors or members of the Monitoring Team regarding his/her employment or related to his/her responsibilities as Independent Monitor in this case must first be approved in writing by both Parties.

3. The Monitor and members of the Monitoring Team shall not testify in any other litigation or proceeding with regard to any act or omission of the State or any of its agents, representatives, or employees, related to this case. Notwithstanding the foregoing, if a Monitor or Monitoring Team member observes a Center staff engage in action or inaction which the HHSC Provider Investigations confirms is, or the Office of Inspector General sustains as, abuse, neglect or exploitation by that staff, the Monitor or Monitoring Team member may, with joint written agreement of the Parties, testify about the Monitor or Monitoring Team member's observations in a state administrative or

criminal hearing regarding the Center staff's action or inaction that is confirmed or sustained to be abuse, neglect, or exploitation. A Monitor or Monitoring Team member's testimony in such a state administrative or criminal hearing shall not include any impressions or opinions regarding the Center's compliance with this Amended Settlement Agreement but shall be limited to their observations regarding the Center staff's conduct. The Monitor and members of the Monitoring Team may testify in any case brought by any Party in this case regarding the implementation, enforcement, or dissolution of the Amended Agreement.

4. Reports issued by the Monitors and members of the Monitoring Team shall not be admissible against the State in any proceeding other than a proceeding to enforce this Amended Agreement.

5. Unless such conflict is waived by the Parties, the Monitors and members of the Monitoring Team shall not accept employment or provide consulting services that would present a conflict of interest with the their responsibilities under the Amended Agreement, including being retained (on a paid or unpaid basis) by any current or future litigant or claimant, or such litigant's or claimant's attorney, in connection with a claim or suit against the State or its departments, officers, agents, or employees.

6. Neither the Monitors nor any person or entity hired or otherwise retained by the Monitors to assist in furthering any provision of the Amended Agreement shall be liable for any claim, lawsuit, or demand relating to the Monitor's performance under the terms of this Amended Agreement. This paragraph does not apply to any proceeding before a court related to performance of contracts or subcontracts for monitoring the Amended Agreement.

B. Monitoring Team

The Parties agree that the Monitors may use consultants to assist the Monitors in carrying out their responsibilities under this Amended Agreement. These consultants shall work under the direction of the Monitors, assist the Monitors in monitoring the Centers' compliance with this Amended Agreement, and, together with the Monitors, shall be referred to as the Monitoring Team. The Monitors and the Parties will agree upon which particular consultant(s) the Monitors shall use to assist the Monitors in their duties as Monitors. The State shall pay all reasonable fees and expenses incurred by members of the Monitoring Team in the course of carrying out their duties under this Amended Agreement, in accordance with the Texas Prompt Payment Act. No Party, nor any employee or agent of any Party, shall have any supervisory authority over the Monitoring Team's activities, reports, findings, or recommendations.

C. Quality Service Review Protocols and Approval of State Reviewers

1. The Monitors will develop and implement, and may update, a protocol and validation process for reviewing and measuring the Centers' substantial compliance with this Amended Agreement, as organized within the Domains set out in Appendix D

through the use of Quality Service Reviews ("QSRs"), as described in Part VI of this Amended Agreement.

2. The Monitors will develop and implement, and may update, a process for training and approving designated HHSC staff (the "State Reviewers") to conduct QSRs which shall include a validation review by the Monitors.

D. Monitor Access

The Monitors and their monitoring team, or State Reviewers, as applicable, shall have full and complete access to the Centers, including all of the Centers' buildings and facilities, staff, residents (subject to the resident's right to refuse), residents' records, and documentation, relating to the issues addressed in this Amended Agreement, except where covered by attorney work product protections or attorney-client privilege. Each Center Director shall direct all employees to cooperate fully with the Monitoring Team.

E. Peer Reviews and Death Notifications

1. Notwithstanding any other provision in this Amended Agreement, access to and use of peer review records by the Monitors and Monitoring Team shall be limited to assessing the quality assurance aspects of the peer review process.

2. The State shall notify the Monitors and DOJ weekly of the death of any resident, including a resident who died following transfer due to medical condition from a Center to a medical facility.

F. DOJ Access

DOJ and its consultants shall have unrestricted access to and shall, upon request, receive copies of any documents, records, and databases under the State's control relating to the implementation of this Amended Agreement, except where covered by attorney-work product protections or attorney-client privilege. The State shall provide any requested documents, records, and databases to DOJ as soon as possible, but no later than within 30 business days of the request, subject to a reasonable extension agreed upon by the Parties based on the volume of documents requested or the difficulty in producing the requested information. DOJ and its consultants shall have unrestricted access to all of the Center's buildings and facilities, staff, residents (subject to the resident's right to refuse), residents' records, and documentation related to the issues addressed in this Amended Agreement. The Centers' Directors shall direct all employees to cooperate fully with DOJ and its consultants. DOJ agrees to provide the State with reasonable notice of any visit or inspection, although the Parties agree that no notice shall be required in an emergency situation where the life, immediate health, or immediate safety of an individual is at issue.

G. Ex Parte Communications

The Monitors and Monitoring Team shall be permitted to initiate and receive ex parte communications with the Parties.

H. Monitors' Budgets

The State shall provide each Monitor with a budget sufficient to allow the Monitor and the Monitoring Team to carry out the responsibilities described in this Amended Agreement.

I. Confidentiality

1. The Parties agree that any records or confidential information produced pursuant to this Amended Agreement may be shared only with the following:

   a. the Court, including public submissions and filings, in a proceeding to enforce the terms of this Amended Agreement, and only in such proceeding;

   b. any expert(s) or consultant(s) selected or retained by the Parties pursuant to this Amended Agreement;

   c. all counsel of record in this matter;

   d. the Monitors, Monitoring Team or State Reviewers, as applicable, and any staff and clerical personnel working with the Monitoring Team or State Reviewers;

   e. staff and clerical personnel involved in the preparation and review of the submissions and reports for counsel of record;

   f. State employees responsible for implementation of this Amended Agreement; and

   g. United States and other governmental officials, as necessary, to carry out law enforcement responsibilities. All Parties shall be responsible for maintaining the confidentiality of records and information in their possession. Submissions to the Court that contain identifying information of residents or Community Members (such as name, address, or social security number) shall be filed with the Court using pseudonyms or initials.

2. No Monitor is a state or local agency or an agent thereof, and accordingly the records maintained by the Monitor shall not be deemed public records subject to public inspections.

3. Subject to Section V.I.6, below, the Parties and the Monitors shall redact or otherwise obscure confidential information that clearly identifies a Resident or a

Community Member, and shall substitute a pseudonym, birth date, and/ or other code, in any document that the Party or Monitor causes to be made available to the public.

4. The United States shall adhere to the requirements of federal law, including the Freedom of Information Act ("FOIA"), 5 U.S.C. §552. In the event of a request pursuant to FOIA for records containing confidential information, the United States agrees to assert all applicable exemptions in protecting an such confidential information, including 5 U.S.C. §§552(b)(7)(A), (b)(6), (b)(7)C), and (b)(7)(D).

5. The State shall adhere to the requirements of state and federal law. In the event of a request pursuant to FOIA or state law for records containing confidential information, the Parties and Monitors agree to assert all applicable exemptions in protecting the confidentiality of information contained therein.

6. The Parties and the Monitors shall provide to one another records in unredacted form.

7. Notwithstanding the foregoing, all documents, records, photographs, and videotapes and any information in such documents, records, photographs, and videotapes may be shared with state and federal departments and agencies for official governmental purposes pursuant to applicable federal law.

PART VI
MONITORING AND COMPLIANCE WITH AGREEMENT

The State must comply with all provisions of Parts II and III.B of this Amended Agreement.

A. Monitoring of Part II

Approximately every nine months, the Monitors or State Reviewers, as applicable, will conduct a QSR at each Center. Each nine-month cycle of QSRs for all 13 Centers is referred to hereinafter as a "Round." The State's compliance with Part II of this Amended Agreement will be measured by the Centers' substantial compliance with the outcomes and indicators measured through the QSRs, as organized within the Domains, set forth in Appendix D. Noncompliance with mere technicalities, or temporary failure to comply during a period of otherwise sustained compliance, shall not constitute failure to maintain substantial compliance. At the same time, in some instances the Parties may agree that a Center has achieved substantial compliance with one or more Provisions even if all the criteria for achieving substantial compliance have not been uniformly met. Once the Parties or Monitors have agreed a Center is in substantial compliance with a Provision for one year starting from the date when the Monitors determine that substantial compliance was achieved, the Monitors will no longer monitor that Provision. If the Monitors consider it practicable, they may conduct an interim review of provisions or sections that may reach one year of compliance between scheduled reviews to determine if sustained compliance has been achieved.

1. QSRs

The Center's compliance with Part II of this Amended Agreement will be measured through the QSRs, as organized within the Domains set forth in Appendix D.

At the conclusion of each Round, or at more frequent intervals if the Monitors so decide, the Monitors shall identify any areas for the next Round in which a Center may require less active oversight from the Monitors.

2. QSR Review Groups

The review groups for the QSRs will be targeted to individuals with complex physical health needs or behavioral health needs, or both.

3. Reporting on QSR Reviews

After conclusion of a QSR, the Monitors or State Reviewers, as applicable, will issue a report to the Parties on the Center's compliance with Part II of this Amended Agreement as organized within the Domains set out in Appendix D within 45 days of completion of the QSR, as follows:

a. The report will describe the review protocol and review group selection methodology applied to the QSR, and will report the findings, conclusions, and recommendations regarding the Centers' compliance with Part II of this Amended Agreement as organized within the Domains.

b. Within 21 days of issuance of the report, the Parties will submit their objections, comments, and recommendations, if any, to the Monitors or State Reviewers, as applicable, for consideration. Within 14 days of receiving the Parties' objections, comments, and recommendations, the Monitors or State Reviewers, as applicable, will issue a final report to the Parties.

c. To the extent that the State Reviewers complete the QSR, the Monitors will validate the methodology and accuracy of the State Reviewers' findings.

4. Challenges to the Monitors' Findings or Conclusions

a. If any Party wishes to challenge a finding or conclusion made and reported by a Monitor or State Reviewer, as applicable, pursuant to Section VI.A.4, the Complaining Party must give notice to the other Party and to the Monitors or State Reviewers, specifying the nature of the challenge and the basis therefore.

b. Within fourteen (14) days of receipt of this notice, the Parties will schedule a joint conference with the Monitors or State Reviewers, as applicable, to discuss and attempt to resolve the Complaining Party's concerns.

B. Monitoring Part III.B

1. Prior to December 31, 2017, the State submitted to the Monitors the following information regarding the State's compliance with Part III.B of this Amended Agreement:

a. The status of the State's initiative to compensate ICF/IID providers and, if approved by CMS, HCS providers, at the add-on rates for services provided to Community Members with complex physical care needs pursuant to Sections III.B.1.a(1) and III.B.1.a(2), with documentation to substantiate provider access to the add-on rates, within the legislatively-approved funding levels;

b. The status of the implementation of the LIDDA's intensive service coordination efforts described in Section III.B.1.a(4), with substantiating documentation;

c. Evidence that the State's CMS-approved HCS waiver allows Community Members who have enrolled in a community-based ICF/IID program to enroll in the HCS waiver, as described in Section III.B.1.c;

d. A description of the integrated day services within the ICF/IID and IDD waiver programs and evidence that Community Members have access to those

services within the program in which they are enrolled, appropriate to their needs and preferences, pursuant to Section III.B.3.b;

e. Evidence that the State requires:

1) Eight LIDDAs to designate one or more qualified registered nurse, advanced practice nurse, physician, psychiatrist, and behavioral specialist to provide education and technical assistance throughout the state, as needed, to residential and other providers who serve Community Members with complex physical, behavioral or mental health care needs, pursuant to Section III.B.1.a(3); and

2) LIDDAs to provide crisis respite services or crisis intervention teams to support Community Members who have complex behavioral or mental health needs, pursuant to Section III.B.2.a;

f. Evidence of the State's membership in SELN, pursuant to Section III.B.3.c;

g. Evidence of the State's employment of an employment service coordinator, pursuant to Section III.B.3.d;

2. The State will submit a semi-annual report to the Monitors containing the following information regarding the State's compliance with Part III.B of this Amended Agreement:

a. The status of the State's collaboration efforts with local health care providers to improve access to routine, preventative, and emergency, physical, behavioral and mental health care services (both general and specialized) for Community Members, pursuant to Sections III.B.1.e, with substantiating documentation.

b. Pursuant to Section III.B.2.b, behavioral health stabilization team utilization data;

c. Pursuant to Sections III.B.1.b, a description of the State's outcome-based metrics and a summary of the State's findings regarding the expansion and effectiveness of community-based residential options for Community Members with complex physical, behavioral or mental health care needs;

d. Pursuant to Sections III.B.1.d, a description of the gaps in medical, nursing, and nutritional management services and behavioral and mental health services and supports identified by the State, the outcome data and other information used to identify those gaps, the State's plan to address those gaps, and the status of the implementation of that plan;

e. Pursuant to Section III.B.3.e, a description of the State's Employment First training curriculum for LIDDAs and training dates; and

f. The State's plan to increase opportunities for community integration for Community Members and a description of the State's progress in achieving the nonbinding targets, pursuant to Section III.B.3.f.

3. The State's compliance with Part III.B of this Amended Agreement will be measured solely by the Monitors' assessment of the information and the reports required in this Section VI.B to determine whether it contains the information described in this section. The agreements in Part III.B are not subject to the provisions of Part VII.B, below.

PART VII
DISPUTE RESOLUTION AND ENFORCEMENT

A. The Parties intend to pursue a collaborative approach to resolve disputes that may arise in the implementation of this Amended Agreement regarding an alleged failure of a Party to comply with this Amended Agreement, or regarding the meaning or monitoring of a provision of this Amended Agreement, Domain, or QSR tool outcome or indicator, or the State's proposal that one or more Centers has achieved compliance with one or more provision(s) of this Amended Agreement. If a dispute arises between the Parties regarding an alleged failure of a Party to comply with this Amended Agreement, or regarding the meaning or monitoring of a provision of this Amended Agreement, Domain, or QSR tool outcome or indicator, or the State's proposal that one or more Centers has achieved compliance with one or more provision(s) of this Amended Agreement, the Parties agree to attempt first to resolve the dispute through discussion between the Parties. If the Parties reach a resolution that varies from the Amended Agreement herein, the resolution shall be reduced to writing, signed, and filed with the Court.

B. Except as provided in Section VI.B.3, if the Parties are unable to resolve the dispute through discussion, either Party may, at its discretion, seek a judicial determination of the alleged noncompliance or dispute after providing the other Party with 30 days' written notice of its intent to seek such a determination. During this 30-day period, the Parties shall continue discussions to attempt to resolve outstanding differences. At the end of this 30-day period, either Party may, without further notice, seek a judicial determination. Except where DOJ believes conditions or practices pose an immediate and serious threat to the life, health, or safety of the other residents of a Center, DOJ shall not initiate contempt proceedings for an alleged failure to fulfill an obligation under this Amended Agreement without first having obtained an order for specific performance of the obligation and having notified the State of the intent to initiate contempt proceedings.

PART VIII
GENERAL PROVISIONS

A. Term. This Amended Agreement and the Court's jurisdiction to enforce the terms of this Amended Agreement shall terminate when the State has achieved substantial compliance with Part II of this Amended Agreement, pursuant to the requirements set forth in Section VI.A.

B. Early Termination. When a Center achieves and sustains substantial compliance with a Provision for one year, monitoring of that Provision at that Center shall terminate. The Court's jurisdiction shall terminate as to a specific Center when monitoring of all provisions in Part II of this Amended Agreement has terminated at that Center.

C. No Third-Party Beneficiaries. This Amended Agreement is binding upon the Parties, by and through their officials, agents, employees, and successors. No person or entity is intended to be a third-party beneficiary of the provisions of this Amended Agreement for any purpose, and accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under this Amended Agreement or any civil, criminal, or administrative action. Furthermore, this Amended Agreement does not authorize, nor shall it be construed to authorize, access to State documents by persons or entities not a Party to this Amended Agreement.

D. Successors. This Amended Agreement shall be binding on all successors, assignees, employees, and agents of the State and all those working for or on behalf of the State.

E. Challenges. The Parties agree to defend the provisions of this Amended Agreement. The Parties shall notify each other of any court or administrative challenge to this Amended Agreement. In the event any provision of this Amended Agreement is challenged in any local or state court, removal to federal court shall be sought.

F. Waiver. Failure by any Party to enforce this entire Amended Agreement or any provision thereof with respect to any deadline or any other provision therein shall not be construed as a waiver of its right to enforce other deadlines or provisions of this Amended Agreement. In the event any provision of this Amended Agreement is declared invalid for any reason by a court of competent jurisdiction, said finding shall not affect the remaining provisions of this Amended Agreement.

G. Unforeseen Delay. If any unforeseen circumstance occurs that causes a failure to timely carry out any requirements of this Amended Agreement, the State shall notify DOJ in writing within 30 calendar days of the time that the State becomes aware of the unforeseen circumstance and its impact on the State's ability to perform under the Amended Agreement. The notice shall describe the cause of the failure to perform and the measures taken to prevent or minimize the failure. The State shall implement all reasonable measures to avoid or minimize any such failure.

H. Notice. "Notice" under this Amended Agreement shall be provided by courier or overnight delivery and shall be provided, at DOJ, to Steven H. Rosenbaum, Chief, U.S. Department of Justice, Civil Rights Division, Special Litigation Section, and by email to

Benjamin O. Tayloe, Jr., Deputy Chief, or his successor, and, at the State, to Kimberly Gdula, Assistant Attorney General, Office of the Attorney General, General Litigation Division, or her successor. Either Party may name another individual to receive notice by written notice to the other Party.

I. Modification. Any modification of this Amended Agreement shall be executed in writing by representatives for the State and the United States and filed with the Court for its approval.

J. Integration. This Amended Agreement shall constitute the entire integrated agreement of the Parties. Except as expressly provided in this Amended Agreement, no prior drafts or agreements, or prior or contemporaneous communications, oral or written, will be relevant or admissible for purposes of determining the meaning of any provisions in this Amended Agreement or in any other proceeding.

K. Costs. All Parties shall bear their own costs, including attorney fees.

L. Subheadings. All subheadings in this Amended Agreement are written for convenience of locating individual provisions. If questions arise as to the meanings of individual provision, the Parties shall follow the text of each provision.

M. Notice to the Court. The Parties agree to file a notice to the Court upon the Court's approval of this Amended Agreement and then following each subsequent Round of monitoring, identifying which Provisions at each Center have been found in compliance with the Amended Agreement.

N. Signatures. Each Party to this Amended Agreement represents and warrants that the person who has signed this Amended Agreement on behalf of his or her entity is duly authorized to enter into this Amended Agreement and to bind that Party to the terms and conditions of this Amended Agreement.

WHEREFORE, the Parties to this action having agreed to the provisions in the Amended Agreement set forth above, this Amended Agreement is hereby entered this 1st day of September, 2021.

FOR THE UNITED STATES:

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United States Attorney
Western District of Texas

KRISTEN CLARKE
Assistant Attorney General
Civil Rights Division

STEVEN H. ROSENBAUM
Chief
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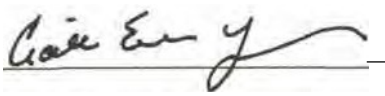
Counsel for the United States

FOR THE STATE OF TEXAS:



Cecile Young, Executive Commissioner
Health and Human Services Commission

COUNSEL FOR THE STATE Of TEXAS
APPROVING AS TO FORM:

KEN PAXTON
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Appendix A: Restraint Documentation Guidelines

1. As soon as possible, after any restraint procedure is initiated, staff begins documentation of the restraint episode, using the Restraint Checklist. Specific information documented on the Restraint Checklist includes:

    a. Date and time restraint was begun;
    b. Location of the restraint;
    c. Brief description of the events leading to the restraint, including what was happening prior to the change in the individual's behavior that led to the use of restraint;
    d. Interventions/actions taken by staff, to de-escalate the situation and/or calm the individual, prior to use of restraint (This may not always be applicable to a medical restraint.);
    e. The specific reason(s) for the use of restraint;
    f. Method and type (e.g., medical, dental, crisis intervention) of restraint;
    g. Names of staff involved in the restraint episode;
    h. Observations of the individual and actions taken by staff while the individual was in restraint:

        - Observations are documented every 15 minutes and at release;
        - Any specific behaviors of the individual that required continuing restraint;
        - Care provided by staff during restraint, such as opportunities to exercise restrained, limbs, to eat as near meal times as possible, to drink fluids, and to use a toilet or bed pan;

    i. Level of supervision provided during the restraint episode;
    j. Date and time the individual was released from restraint;
    k. Results of the assessment by a licensed health care professional as to whether there were any restraint-related injuries or other negative health effects.

2. Staff trained in the application and assessment of restraint document a face-to-face assessment of the individual that is conducted as soon as possible, but no later than 15 minutes from the start of the restraint, to review the application and consequence of restraint.

3. Upon being informed of the use of restraint, a licensed health care professional documents the physician’s order for the restraint in the individual's record, if a physician's order is needed.

4. A licensed health care professional documents vital signs and mental status of an individual in restraints at least every 30 minutes from the start of the restraint, except for medical restraint pursuant to a physician's order. If, in an extraordinary situation, the physician orders an alternative monitoring schedule, the vital signs and mental status checks are documented according to the alternative schedule. For an individual subject to restraint away from a Center, a licensed health care professional documents vital signs and mental status of the individual within thirty minutes of the individual's return to the Center. In each instance of a medical restraint, the schedule and type of monitoring that is specified by the physician determines frequency of documentation.

5. At shift change, for a restraint applied as a crisis intervention, staff going off duty documents a review of the status of the individual with staff who is coming on duty. Documentation includes time the restraint was initiated; the individual's current physical, emotional, and behavioral condition; medications administered during the restraint if any; and type of care needed.

6. Following termination of a restraint applied as a crisis intervention, a restraint monitor documents a debriefing on the Restraint Debriefing form.

7. Prior to administration of a chemical restraint, the licensed health care professional contacts the psychologist, who assesses whether less intrusive interventions are available and whether conditions for administration of a chemical restraint have been met. The psychologist documents this assessment on the Administration of Chemical Restraint Consult form.

Appendix B: Psychiatric Evaluations/Assessments

STATE CENTERS
Psychiatric Evaluations/Assessments

I. Identifying Information
a. Name
b. Age
c. Gender
d. Ethnicity
e. Housing
f. Marital status

II. History of Present Illness
a. Behavioral concerns: antecedents, frequency, intensity, duration
b. Substance use
c. Suicidal/homicidal ideation
d. Current medications, pattern of use, efficacy
e. Psychiatric symptoms
f. Neuro-vegetative symptoms

III. Past Psychiatric History
a. Inpatient treatment
b. Outpatient treatment
c. Medication history
d. Previous diagnosis
e. Trauma history
f. History of self-injury, suicide, aggression to others

IV. Family History
a. Psychiatric disorders
b. Medical disorders, especially diabetes, cardiovascular disease, CVA, HTN
c. Neurological syndromes

V. Substance Use History
a. Alcohol: first drink, DUI, blackouts, current pattern
b. Drugs of abuse, including IVDU
c. Tobacco
d. Caffeine

VI. Medical History
a. Active conditions
b. Past history
c. Current medications
d. Allergies
e. Diet
f. Exercise habits

VII. Developmental History

a. Prenatal and birth history
b. Early development
c. Family relationships
d. Educational history

VIII. Social History

a. Relationship history (marriage, partner, children)
b. Work history
c. Legal history
d. Sexual history

IX. Physical Examination

a. Pertinent positives and negatives
b. Neurological findings

X. Labs

a. Urine drug screen
b. Pertinent positives and negatives

XI. Mental Status Examination

a. General observations
    i. Appearance (jewelry, scars, tattoos)
    ii. Behavior (eye contact/calm/agitated, psychomotor slowing/pressure/agitation)
    iii. Speech
    iv. Cooperativeness
b. Thinking
    i. Thought process (logical, goal-directed, loose, tangential, circumstantial, over-inclusive)
    ii. Thought content (preoccupations, delusions, suicidal ideation, homicidal ideation)
    iii. Perception (auditory, tactile, visual, olfactory, gustatory hallucinations)
c. Emotion
    i. Affect
    ii. Mood
d. Cognition
    i. Orientation
    ii. Attention and concentration
    iii. Memory
    iv. Insight
    v. Judgment

XII. Diagnostic Assessment

a. Provide clinically justifiable diagnoses for each individual. All diagnoses that cannot be clinically justified for an individual are discontinued no later than the next review.
b. The documented justification of diagnoses is in accord with the criteria contained in the most current DSM (as per DSM-5).

c. Differential diagnoses, “deferred,” or “rule-out” diagnoses, and a diagnoses as listed as “NOS” (“Not Otherwise Specified”) are timely addressed (i.e., within 60 days), through clinically appropriate assessments, and resolved in a clinically justifiable manner.
d. If the determination is “no diagnoses” this is considered to be clinically justified and documented.

XIII. Bio-Psycho-Social-Spiritual Formulation (Case Formulation)

Case formulation consists of the following sequential tasks, undertaken to channel distinct disciplinary assessments into the creation of an integrated treatment plan:

a. Review and integration of information from the disciplinary assessments;
b. Identification of important factors, in a biological psychological social and spiritual hierarchy, that affect the individual's condition, functional abilities, and quality of life;
c. Creation of clinically based predictions about the individual's needs; and
d. Design of integrated treatment, habilitation, and enrichment interventions, through the interdisciplinary treatment process, to meet the individual's needs.
e. Identification of concerns related to individual’s preferences, strengths, and needs

XIV. Treatment Recommendations

a. Pharmacological intervention (includes psychoactive polypharmacy)
b. Non-pharmacological intervention

XV. Community Placement

a. Assessment identifies supports and obstacles to placement
b. Interdisciplinary Team members’ recommendation regarding appropriateness of community placement

Appendix C: Transition Monitoring Checklist

TRANSITION MONITORING CHECKLIST

SSLC form 018D
April 2018

Name of Individual:	Name of Post-Move Monitor/Designee:	Transition Date:	Date of Visit: Pre-Move Site Review Date 1-7 days Date 30-45 days Date 75-90 days Date 165-180 days Date 255-270 days Date 350-365 days Date
Name of sending SSLC:	Name of receiving SSLC:		

Provider Information

Name		Area Code and Telephone No.
Address		City, State, ZIP Code
Contact	Residential Home Address/Phone	Day Habilitation Program Address/Phone

LIDDA/HCS Service Coordinator Information

LIDDA	Area Code and Telephone No.
Address	City, State, ZIP Code
Contact	

People interviewed (Date/Name/Title for each visit):

PRE-MOVE SUPPORTS

NOTE: Any pre-move support that requires continued monitoring, including continuing knowledge or skills by provider staff, should be addressed in a correlating post-move support. All responses must include a narrative.

Pre-Move Support **List all items mentioned in CLDP Section IV. Item D.**	**Evidence to Be Reviewed** **(3 types – observation, documentation, interview)**	**Support in place.**	
		Yes	**No**
1. Support (Responsible Person: Name & Due on Date) **Date** – Findings			
2. Support (Responsible Person: Name & Due on Date) **Date** – Findings			
3. Support (Responsible Person: Name & Due on Date) **Date** – Findings			
4. Support (Responsible Person: Name & Due on Date) **Date** – Findings			
5. Support (Responsible Person: Name & Due on Date) **Date** – Findings			
6. Support (Responsible Person: Name & Due on Date) **Date** – Findings			
7. Support (Responsible Person: Name & Due on Date) **Date** – Findings			

Pre-Move Support List all items mentioned in CLDP Section IV. Item D.	Evidence to Be Reviewed (3 types – observation, documentation, interview)	Support in place.	
		Yes	No
8. Support (Responsible Person: Name & Due on Date) **Date** – Findings			
9. Support (Responsible Person: Name & Due on Date) **Date** – Findings			
10. Support (Responsible Person: Name & Due on Date) **Date** – Findings			
11. Support (Responsible Person: Name & Due on Date) **Date** – Findings			
12. Support (Responsible Person: Name & Due on Date) **Date** – Findings			
13. Support (Responsible Person: Name & Due on Date) **Date** – Findings			
14. Support (Responsible Person: Name & Due on Date) **Date** – Findings			
15. Support (Responsible Person: Name & Due on Date) **Date** – Findings			

	PRE-MOVE SITE REVIEW Additional Questions	Yes	No
1	**Is the home generally clean and in good repair?**		
2	**Is the day program site generally clean and in good repair?**		
3	**Is reliable transportation readily available at both the home and day program?**		
4	**Does the provider have a procedure in place to address any injury/illness the individual may experience?**		
5	**Does the provider have a procedure in place to address any behavioral incidents the individual may experience?**		

Area of Concern or Unmet Support	Action taken by PMM	Person Resp.	Date Due	Date Resolved/Resolution
Date - Concern or Support	Date - Action	Name and Title	Date	Date - Resolution
Date - Concern or Support	Date – Action	Name and Title	Date	Date - Resolution
Date - Concern or Support	Date - Action	Name and Title	Date	Date - Resolution
Date - Concern or Support	Date - Action	Name and Title	Date	Date - Resolution
Date - Concern or Support	Date - Action	Name and Title	Date	Date - Resolution

Post Move Monitor – Signature/Date	Admission Placement Coordinator – Signature/Date

POST-MOVE SUPPORTS

Post-Move Support List all items mentioned in CLDP Section IV. Item D.	Evidence to Be Reviewed (3 types – observation, documentation, interview)	Support in place		
		Yes	No	N/A
1. Support (Responsible Person: Name & Due on Date) **7-Day Date** – Findings				
45-Day Date – Findings				
90-Day Date – Findings				
180-Day Date – Findings				
270-Day Date – Findings				
365-Day Date – Findings				
2. Support (Responsible Person: Name & Due on Date) **7-Day Date** – Findings				
45-Day Date – Findings				
90-Day Date – Findings				
180-Day Date – Findings				
270-Day Date – Findings				
365-Day Date – Findings				
3. Support (Responsible Person: Name & Due on Date) **7-Day Date** – Findings				
45-Day Date – Findings				
90-Day Date – Findings				
180-Day Date – Findings				
270-Day Date – Findings				
365-Day Date – Findings				
4. Support (Responsible Person: Name & Due on Date) **7-Day Date** – Findings				
45-Day Date – Findings				
90-Day Date – Findings				
180-Day Date – Findings				
270-Day Date – Findings				
365-Day Date – Findings				
5. Support (Responsible Person: Name & Due on Date) **7-Day Date** – Findings				
45-Day Date – Findings				
90-Day Date – Findings				
180-Day Date – Findings				
270-Day Date – Findings				
365-Day Date – Findings				
6. Support (Responsible Person: Name & Due on Date) **7-Day Date** – Findings				
45-Day Date – Findings				

Post-Move Support **List all items mentioned in CLDP Section IV. Item D.**	**Evidence to Be Reviewed** **(3 types – observation, documentation, interview)**	**Support in place**		
		Yes	**No**	**N/A**
90-Day Date – Findings				
180-Day Date – Findings				
270-Day Date – Findings				
365-Day Date – Findings				
7. Support (Responsible Person: Name & Due on Date) **7-Day Date** – Findings				
45-Day Date – Findings				
90-Day Date – Findings				
180-Day Date – Findings				
270-Day Date – Findings				
365-Day Date – Findings				
8. Support (Responsible Person: Name & Due on Date) **7-Day Date** – Findings				
45-Day Date – Findings				
90-Day Date – Findings				
180-Day Date – Findings				
270-Day Date – Findings				
365-Day Date – Findings				
9. Support (Responsible Person: Name & Due on Date) **7-Day Date** – Findings				
45-Day Date – Findings				
90-Day Date – Findings				
180-Day Date – Findings				
270-Day Date – Findings				
365-Day Date – Findings				
10. Support (Responsible Person: Name & Due on Date) **7-Day Date** – Findings				
45-Day Date – Findings				
90-Day Date – Findings				
180-Day Date – Findings				
270-Day Date – Findings				
365-Day Date – Findings				
11. Support (Responsible Person: Name & Due on Date) **7-Day Date** – Findings				
45-Day Date – Findings				
90-Day Date – Findings				
180-Day Date – Findings				
270-Day Date – Findings				
365-Day Date – Findings				

Post-Move Support List all items mentioned in CLDP Section IV. Item D.	Evidence to Be Reviewed (3 types – observation, documentation, interview)	Support in place		
		Yes	No	N/A
12. Support (Responsible Person: Name & Due on Date) **7-Day Date** – Findings				
45-Day Date – Findings				
90-Day Date – Findings				
180-Day Date – Findings				
270-Day Date – Findings				
365-Day Date – Findings				
13. Support (Responsible Person: Name & Due on Date) **7-Day Date** – Findings				
45-Day Date – Findings				
90-Day Date – Findings				
180-Day Date – Findings				
270-Day Date – Findings				
365-Day Date – Findings				
14. Support (Responsible Person: Name & Due on Date) **7-Day Date** – Findings				
45-Day Date – Findings				
90-Day Date – Findings				
180-Day Date – Findings				
270-Day Date – Findings				
365-Day Date – Findings				
15. Support (Responsible Person: Name & Due on Date) **7-Day Date** – Findings				
45-Day Date – Findings				
90-Day Date – Findings				
180-Day Date – Findings				
270-Day Date – Findings				
365-Day Date – Findings				
16. Support (Responsible Person: Name & Due on Date) **7-Day Date** – Findings				
45-Day Date – Findings				
90-Day Date – Findings				
180-Day Date – Findings				
270-Day Date – Findings				
365-Day Date – Findings				
17. Support (Responsible Person: Name & Due on Date) **7-Day Date** – Findings				
45-Day Date – Findings				
90-Day Date – Findings				
180-Day Date – Findings				

Post-Move Support List all items mentioned in CLDP Section IV. Item D.	Evidence to Be Reviewed (3 types – observation, documentation, interview)	Support in place		
		Yes	No	N/A
270-Day Date – Findings				
365-Day Date – Findings				
18. Support (Responsible Person: Name & Due on Date) **7-Day Date** – Findings				
45-Day Date – Findings				
90-Day Date – Findings				
180-Day Date – Findings				
270-Day Date – Findings				
365-Day Date – Findings				
19. Support (Responsible Person: Name & Due on Date) **7-Day Date** – Findings				
45-Day Date – Findings				
90-Day Date – Findings				
180-Day Date – Findings				
270-Day Date – Findings				
365-Day Date – Findings				
20. Support (Responsible Person: Name & Due on Date) **7-Day Date** – Findings				
45-Day Date – Findings				
90-Day Date – Findings				
180-Day Date – Findings				
270-Day Date – Findings				
365-Day Date – Findings				

Additional Questions	Support in place		
	Yes	No	N/A
1. Have medications remained unchanged? ***(If not, list medications changed, date of change, and reason for change.)*** • **Are meds properly secured?** • **Are MARs available and complete?** List day-of-move meds.			
7-Day Date – Findings			
45-Day Date – Findings			
90-Day Date – Findings			
180-Day Date – Findings			
270-Day Date – Findings			
365-Day Date – Findings			
Supplemental Date – Findings			
2. Personal belongings are in the home and are available to the individual? • **Is individual's room decorated with personal items?** • **Are personal possessions, as noted in the CLDP, available to the individual?** List of noted personal items			
7-Day Date – Findings			
45-Day Date – Findings			
90-Day Date – Findings			

Additional Questions	Support in place		
	Yes	No	N/A
180-Day Date – Findings			
270-Day Date – Findings			
365-Day Date – Findings			
Supplemental Date – Findings			
3. Do the individual's records indicate that the individual has remained free of injury/illness since previous visit? • **In addition to checking the record, question staff.** • **If injury/illness occurred, was it effectively managed?**			
7-Day Date – Findings			
45-Day Date – Findings			
90-Day Date – Findings			
180-Day Date – Findings			
270-Day Date – Findings			
365-Day Date – Findings			
Supplemental Date – Findings			
4.a. The records indicate behavioral incidents did <u>not</u> occur? • **In addition to checking the record, question staff.** List of targeted or monitored behaviors.			
7-Day Date – Findings			
45-Day Date – Findings			
90-Day Date – Findings			
180-Day Date – Findings			
270-Day Date – Findings			
365-Day Date – Findings			
Supplemental Date – Findings			
4.b. Should individual's records indicate any behavioral incidents, were the incidents effectively managed? • **In addition to checking the record, question staff.** List of strategies to effectively manage behavioral incidents.			
7-Day Date – Findings			
45-Day Date – Findings			
90-Day Date – Findings			
180-Day Date – Findings			
270-Day Date – Findings			
365-Day Date – Findings			
Supplemental Date – Findings			
5. The home is generally clean and in good repair? • **Are there any safety hazards?** • **Are appliances in working order?** • **Are utilities in working order?** • **Is there adequate food in the pantry?** • **Does individual have access to all areas of the home?** List day-of-move meds.			
7-Day Date – Findings			
45-Day Date – Findings			
90-Day Date – Findings			
180-Day Date – Findings			
270-Day Date – Findings			
365-Day Date – Findings			

Additional Questions	Support in place		
	Yes	No	N/A
Supplemental Date – Findings			
6. The day program site is generally clean and in good repair? • **Are there any safety hazards?** • **Are utilities in working order?**			
7-Day Date – Findings			
45-Day Date – Findings			
90-Day Date – Findings			
180-Day Date – Findings			
270-Day Date – Findings			
365-Day Date – Findings			
Supplemental Date – Findings			
7. Is the individual satisfied with his/her living environment? • **This question must always include a comment about seeing the individual and your observations.**			
7-Day Date – Findings			
45-Day Date – Findings			
90-Day Date – Findings			
180-Day Date – Findings			
270-Day Date – Findings			
365-Day Date – Findings			
Supplemental Date – Findings			
8. Is the individual satisfied with his/her day program? • **This question must always include a comment about seeing the individual and your observations.**			
7-Day Date – Findings			
45-Day Date – Findings			
90-Day Date – Findings			
180-Day Date – Findings			
270-Day Date – Findings			
365-Day Date – Findings			
Supplemental Date – Findings			
9. Does the individual's LAR or primary correspondent indicate that the individual is satisfied with his/her new life? ***(Include date/time contact was made.)*** • **This question must always include a comment, if applicable.**			
7-Day Date – Findings			
45-Day Date – Findings			
90-Day Date – Findings			
180-Day Date – Findings			
270-Day Date – Findings			
365-Day Date – Findings			
Supplemental Date – Findings			

Post-Move Monitor Follow-up Activities

If the PMM identifies any area of concern, a missing support, or the occurrence of a potentially disrupted community transition event, the PMM must complete the Post-Move Monitor Follow-up Activities below. A PDCT event is any of the following:

- Psychiatric hospitalization
- Medical hospitalization
- ER visits

  - Any ER visit within the first 90 days and
  - After three (3) or more ER visits and each subsequent ER visit up to 12 months
- Death
- Arrest of incarceration
- Law enforcement contact
  - Any law enforcement contact within the first 90 days and
  - After three (3) or more law enforcement contacts and each subsequent law enforcement contact up to 12 months
- Unable to locate or left program
- Provider issues:
  - Change of home
  - Closure
  - Confirmed ANE
  - Change of provider

The IDT, to include the LIDDA and provider, as appropriate, will meet to review these events and the PMM or Transition QIDP will complete the PDCT ISPA.

Area of Concern or Unmet Support	Action taken by PMM	Person Resp.	Date Due	Date Resolved/Resolution	PDCT Event(s) Discovered
Date - Concern or Support	Date - Action	Name and Title	Date	Date - Resolution	
Date - Concern or Support	Date – Action	Name and Title	Date	Date - Resolution	
Date - Concern or Support	Date - Action	Name and Title	Date	Date - Resolution	
Date - Concern or Support	Date - Action	Name and Title	Date	Date - Resolution	
Date - Concern or Support	Date - Action	Name and Title	Date	Date - Resolution	

Post Move Monitor – Signature/Date	Admission Placement Coordinator – Signature/Date

Post Move Activities:

- The PMM will visit the home and day program site during each monitoring visit.
- The PMM will schedule at least one monitoring visit during a time when the individual may be at increased risk, such as meal times if the individual is at risk of choking.
- The PMM will use the 3-prong approach as appropriate, to include a review of documentation, observation and interview for each support.
- The transition monitoring checklist must be completed within 7 working days after the monitoring visit.
- A copy of the transition monitoring checklist must be sent to the Provider, LIDDA, APC, and QIDP.
- The PMM will note if a support is no longer appropriate, document the reason, and check NA.
- For the first 90 days, the Facility IDT, to include the LIDDA and provider, as appropriate, must meet to address any issues of concern or PDCTs identified during the post move monitoring visit. Meeting should occur within 2 weeks of the monitoring visit or earlier if the situation demands.

- After 90 days, the Community IDT, to include the LIDDA and provider, as appropriate, must meet to address any issues of concern or PDCTs identified during the post move monitoring visit. Meeting should occur within 2 weeks of the monitoring visit or earlier if the situation demands.

Appendix D: Domains

APPENDIX D

SSLC Domains

1. The State will make reasonable efforts to ensure that individuals in the Target Population are safe and free from harm through effective incident management, risk management, restraint usage and oversight, and quality improvement systems.

2. Using its policies, training, and quality assurance systems to establish and maintain compliance, the State will provide individuals in the Target Population with service plans that are developed through an integrated individual support planning process that address the individual's strengths, preferences, choice of services, goals, and needs for protections, services, and supports.

3. Individuals in the Target Population will achieve optimal physical, mental, and behavioral health and well-being through access to timely and appropriate clinical services.

4. Individuals in the Target Population will engage in meaningful activities, through participation in active treatment, community activities, work and/or educational opportunities, and social relationships consistent with their individual support plan.

5. Individuals in the Target Population who are appropriate for and do not oppose transition to the community will receive transition planning, transition services, and will transition to the most integrated setting(s) to meet their appropriately identified needs, consistent with their informed choice.