

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
CENTRAL DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

STATE OF IOWA,

Defendant.

Civil No. 22-cv-00398-RGE-SBJ

**AMENDED SETTLEMENT AGREEMENT and CONSENT DECREE
TO RESOLVE THE DEPARTMENT OF JUSTICE’S INVESTIGATION OF
GLENWOOD RESOURCE CENTER CONDITIONS**

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I. Introduction

1. In 2019, the United States initiated an investigation pursuant to the Civil Rights of Institutionalized Persons Act (CRIPA), 42 U.S.C. § 1997, and Title II of the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.* (ADA). The investigation focused on:
 - a. Whether the State of Iowa (“State”) engages in a pattern or practice of violating the federal rights of residents of Glenwood Resource Center (“Glenwood” or GRC), who have intellectual or developmental disabilities (IDD). The investigation looked at whether the State places residents at serious risk of harm by subjecting them to: (1) harmful and uncontrolled human subject experiments; (2) inadequate medical and nursing care, physical and nutritional management, and behavioral health care; (3) needless and harmful restraint practices; or (4) incidents causing needless physical injury;
 - b. Whether the State violates the rights of residents of Glenwood and Woodward Resource Center (“Woodward” or WRC) (collectively, “the Resource Centers”) to receive services in the most integrated setting appropriate under the ADA.
2. On December 22, 2020, the United States issued a CRIPA Notice to the State, concluding that there is reasonable cause to believe that the State violates the Fourteenth Amendment of the U.S. Constitution by subjecting Glenwood’s residents to unreasonable harm and risk of harm because it exposes them to: uncontrolled and unsupervised experimentation; inadequate physical and behavioral healthcare; and inadequate protections from harm, including deficient safety and oversight mechanisms. The United States concluded that these violations form a pattern or practice of resistance to the full enjoyment of rights protected by the Fourteenth Amendment.
3. On December 8, 2021, the United States issued a second Notice to the State, concluding that there is reasonable cause to believe the State violates Title II of the ADA by failing to provide services to qualified people with IDD in the most integrated setting appropriate to their needs. This conclusion applies to individuals residing in the State Resource Centers and those at serious risk of institutionalization. The investigation found that the State plans, administers, and funds its public healthcare service system in a manner that unnecessarily segregates people with IDD in Resource Centers, and almost certainly many other institutions, rather than providing these services where people live, in their community.
4. The State closed Glenwood in June 2024. The State and the United States (collectively, “the Parties”) are committed to remedying the conditions at Glenwood identified in the December 22, 2020 Notice while Glenwood remains open, and the conditions identified in the December 8, 2021, Notice. The Parties entered into a Settlement Agreement and Consent Decree, approved by the Court on January 11, 2023 (the “Original Agreement”). The purpose of the Original Agreement and this Amended Agreement (collectively, the “Agreements”) is to ensure that the State meets the Fourteenth Amendment rights of individuals residing at Glenwood to adequate care and safety, and the rights of all individuals in Target Population under Title II of the Americans with Disabilities Act.

5. In order to resolve the remaining issues pending between the Parties without the expense, risks, delays, and uncertainties of litigation, the Parties agree to the terms of this Amended Agreement as stated below. The Agreements resolve the United States' investigation of the conditions at Glenwood. The Agreements are also the first part of a phased effort to resolve both investigations. The Parties agree to negotiate in good faith regarding additions to the Agreements to address the December 8, 2021, Notice as well. The parties acknowledge that circumstances may change given the length of the Agreements. Both parties agree to reasonably, and in good faith, negotiate amendments to this decree upon request.
6. This Amended Agreement is enforceable only by the Parties and the Court. No person or entity is intended to be a third-party beneficiary of the provisions of this Amended Agreement for purposes of any civil, criminal, or administrative action. Accordingly, no person or entity may assert any claim or right as a beneficiary or protected person under this Amended Agreement.

II. Target Population

7. The Target Population of this Amended Agreement shall include people with IDD who lived at Glenwood during the course of the Agreements, or within 365 days prior to January 11, 2023.

III. Definitions

8. Reserved.
9. An **Authorized Representative** means a person who is authorized by law to act on behalf of an individual.
10. A **Behavior Support Plan (BSP)** is a comprehensive, individualized plan, developed consistent with current, generally accepted professional standards. A BSP contains intervention strategies designed to modify the environment to minimize antecedents of problematic behaviors and maximize antecedents of positive behaviors, teach or increase adaptive skills, and reduce or prevent the occurrence of target behaviors. It does so through interventions that build on the individual's strengths and preferences and that exclude aversive or punishment contingencies. The BSP is based on an accurate, comprehensive assessment of target behaviors, including an assessment of the antecedents and consequences of those behaviors, that integrates assessment information from psychiatric, medical, and other disciplines. The BSP is a component of the Individual Support Plan (ISP) and includes:
 - a. The objective delineation of target behaviors, including baseline levels of behavior;
 - b. Training for the individual to acquire or increase replacement behaviors that are selected on the basis of a current, comprehensive psychological assessment, and specific implementation procedures for how staff will provide such training; and

- c. Target behavior reduction strategies, based on a current, comprehensive psychological assessment, and specific implementation procedures for such strategies.
11. A **Behavioral Health Professional** has a minimum of a Master's degree, and a certification or license, in psychology, behavioral analysis, or social work, and has experience working with adults with IDD who have significant challenging behaviors and the co-occurrence of mental health issues.
12. A **Case Manager** is an individual with experience in coordinating or providing community-based services and person-centered planning to members of the Target Population, as defined in Paragraph 7. Case Managers must be trained and knowledgeable about the resources, supports, services, and opportunities available in the state and be independent of Community-Based Service providers who may provide direct services to their assigned clients, and of the Resource Centers.
13. **Community-Based Services** are person-centered services delivered in an integrated and coordinated manner to members of the Target Population provided as necessary to support individuals to live in the community and avoid unnecessary institutionalization.
14. A **Community Provider** is an individual or entity who provides Community-Based Services, paid in whole or in part by the State, or through a managed care arrangement, to a member of the Target Population.
15. **Competency-Based Training** is 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 of such knowledge or skills in a context similar to one in which such knowledge or skills would be required.
16. A **Developmental Disability** means a severe, chronic disability of an individual that: (1) is attributable to a mental or physical impairment or combination of mental and physical impairments; (2) is manifested before the individual attains age 22; (3) is likely to continue indefinitely; (4) results in substantial functional limitations in three or more of the following areas of major life activity: (a) self-care; (b) receptive and expressive language; (c) learning; (d) mobility; (e) self-direction; (f) capacity for independent living; (g) economic self-sufficiency; and (5) reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated. Developmental disability is diagnosed by a qualified professional. 42 U.S.C. § 15002.
17. **HHS** means the Iowa Health and Human Services department (HHS), and any past or future departments with the same functions, including the Department of Human Services, which merged into HHS effective August 30, 2022.
18. **HHS Central Office** means the Director of HHS and subsidiary Divisions including the Divisions of Behavioral Health; Medicaid; Compliance; State-Operated Specialty Care; and any other past, current, or future Bureau, Division, or intra-departmental support within

HHS that is responsible for overseeing Woodward Resource Center (WRC) staff or operations or community-based services and integration for people with IDD.

19. A **Discharge Plan** is a person-centered plan that identifies supports and services enabling a person to move to the most integrated setting appropriate to the person's needs and that accounts for the person's preferences.
20. The **Effective Date** is the date on which the Court enters this Amended Agreement as an order of the Court.
21. Reserved.
22. Reserved.
23. **IDD** for purposes of the Agreements means an intellectual disability, a developmental disability, or both.
24. An **Individual Support Plan (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 individual. An ISP is developed by the individual's Interdisciplinary Team through comprehensive assessments of the individual; reflects, to the fullest extent practicable, the individual's preferences, strengths, needs, informed choices, and desires; and includes methods to track and document progress toward identified goals and objectives.
25. Reserved.
26. An **Intellectual Disability** or **ID** means a disability characterized by significant limitations both in intellectual functioning (reasoning, learning, problem solving) and in adaptive behavior, which covers a range of everyday social and practical skills. This disability originates before the age of 18 and is diagnosed by a qualified professional. An intellectual disability is a type of developmental disability.
27. An **Interdisciplinary Team (IDT)** is a collection of people with varied professional backgrounds (including people from all disciplines relevant to a particular individual's care needs, that individual, and people who support the individual and know his or her strengths, preferences, and needs) who develop and implement an integrated plan of care to meet the individual's need for services. It includes the individual, the Authorized Representative (if any), the assigned case manager, and people whom the individual has freely chosen or requested to participate (including but not limited to family members and close friends).
28. **Medicaid Managed Care Organization (MCO)** is a private entity that contracts with the State to provide core benefits and services to Iowa Medicaid MCO program enrollees in exchange for a monthly prepaid capitated amount.
29. **Money Follows the Person (MFP)** is Iowa's initiative to assist people in transitioning from institutions to community homes of their choice, funded through a federal Demonstration grant.

30. **Not Compliant** indicates that most or all of the components of a provision of this Amended Agreement have not yet been met.
31. **Partially Compliant** means the State has made tangible progress in achieving substantial compliance with key components of a provision of this Amended Agreement, but significant work remains.
32. **Person-centered Planning** is a process driven by the individual that identifies supports and services that are necessary to meet the individual's needs in the most integrated setting and accounts for the individual's preferences. The individual directs the process to the maximum extent possible and is provided sufficient information and support to make informed choices and decisions. The process is timely and occurs at times and locations convenient to the individual; reflects the cultural and linguistic considerations of the individual; provides information in plain language and in a manner that is accessible to the individual; and includes strategies for resolving conflict or disagreement that arises in the planning process.
33. **Quality Management** is a formalized quality assurance and continuous quality improvement system that ensures that all activities and services for individuals in the Target Population are of good quality, meet individuals' needs, and help individuals achieve positive outcomes, including avoidance of harms, increased community integration, independence, and self-determination in all life domains (e.g., community living, employment, education, recreation, healthcare, and relationships), and ensures that appropriate services are available and accessible. A quality management system includes the determination of policies and procedures regarding quality management, and the creation and implementation of quality planning and assurance, and quality control and quality improvement activities.
34. Reserved.
35. Reserved.
36. Reserved.
37. Reserved.
38. **Substantially Compliant** means the State has met or achieved all or nearly all the components of a particular provision of this Amended Agreement.
39. A **Transition Plan** is the plan, developed when an appropriate discharge setting has been identified for an individual, that specifies the actions that need to be taken by the Resource Center, the receiving provider, the MCO, the Money Follows the Person Program, and any other involved entities, to accomplish the discharge and assure success in the new setting. It identifies all needed supports, protections, and services, who shall provide them, and when, to ensure successful transition to the new living environment, including what is most important to the individual as it relates to community placement.

40. **Well-being** means a person’s general positive status in the areas of cognitive, behavioral, psychological, emotional, social, and physical health.

IV. Substantive Provisions

A. Research

41. Reserved.

42. Reserved.

43. Reserved.

44. Reserved.

45. Reserved.

46. Reserved.

47. Reserved.

B. Integrated Interdisciplinary Care and Services

48. Reserved.

49. Reserved.

50. Reserved.

51. Reserved.

52. Reserved.

53. Reserved.

54. Reserved.

55. Reserved.

56. Reserved.

57. Reserved.

C. Clinical Care

58. Reserved.

59. Reserved.

60. Reserved.

61. Reserved.

62. Reserved.

63. Reserved.

64. Reserved.

65. Reserved.

66. Reserved.

67. Reserved.

i. Supervision & Management of Clinical Services

68. Reserved.

69. Reserved.

70. Reserved.

71. Reserved.

72. Reserved.

ii. Medical Services

73. Reserved.

74. Reserved.

75. Reserved.

76. Reserved.

iii. Residents at Risk of Harm

77. Reserved.

78. Reserved.

79. Reserved.

80. Reserved.

81. Reserved.

iv. Nursing Services

82. Reserved.

83. Reserved.

84. Reserved.

85. Reserved.

86. Reserved.

87. Reserved.

v. Psychiatric Services

88. Reserved.

89. Reserved.

90. Reserved.

91. Reserved.

vi. Medication

92. Reserved.

93. Reserved.

94. Reserved.

95. Reserved.

96. Reserved.

97. Reserved.

98. Reserved.

99. Reserved.

100. Reserved.

101. Reserved.

102. Reserved.

vii. Psychological Services

103. Reserved.

104. Reserved.

105. Reserved.

106. Reserved.

107. Reserved.

108. Reserved.

109. Reserved.

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111. Reserved.

112. Reserved.

113. Reserved.

114. Reserved.

115. Reserved.

116. Reserved.

117. Reserved.

118. Reserved.

119. Reserved.

120. Reserved.

121. Reserved.

122. Reserved.

D. Restrictive Interventions

123. Reserved.

124. Reserved.

125. Reserved.

126. Reserved.

127. Reserved.

i. Restraints

128. Reserved.

129. Reserved.

130. Reserved.

131. Reserved.

132. Reserved.

133. Reserved.

134. Reserved.

135. Reserved.

136. Reserved.

137. Reserved.

138. Reserved.

139. Reserved.

140. Reserved.

141. Reserved.

142. Reserved.

143. Reserved.

ii. Seclusion

144. Reserved.

145. Reserved.

146. Reserved.

147. Reserved.

148. Reserved.

149. Reserved.

iii. Other Restrictive Interventions

150. Reserved.

151. Reserved.

152. Reserved.

153. Reserved.

154. Reserved.

E. Engagement and Skill Acquisition Programs

155. Reserved.

156. Reserved.

157. Reserved.

158. Reserved.

159. Reserved.

160. Reserved.

161. Reserved.

162. Reserved.

163. Reserved.

F. Recordkeeping

- 164. Reserved.
- 165. Reserved.
- 166. Reserved.

G. Incident Management

- 167. Reserved.
- 168. Reserved.
- 169. Reserved.
- 170. Reserved.
- 171. Reserved.
- 172. Reserved.
- 173. Reserved.
- 174. Reserved.
- 175. Reserved.
- 176. Reserved.

H. Individual Support Planning, Discharge Planning, and Transition from Resource Center

- 177. Reserved.
- 178. Reserved.

i. Individual Support and Discharge Planning

- 179. Reserved.
- 180. Reserved.
- 181. Reserved.
- 182. Reserved.
- 183. Each resident's ISP shall:
 - a. Be prepared by the IDT as defined above;
 - b. Be consistent with current, generally accepted professional standards of care and person-centered planning principles;

- c. Be based on reliable comprehensive assessments, conducted routinely and in response to significant changes in the individual's life;
- d. Identify individualized protections, services, supports, and treatments;
- e. Identify the individual's strengths, preferences, needs, and desired outcomes;
- f. Specify individualized, observable and/or measurable goals/objectives that align with and support the individual's wishes and preferences regarding developing skills, working, daily routines, and engagement with their community (including exploring community-based living options) and specify the services and supports and strategies needed to achieve each goal and objective, build on the individual's strengths and preferences, and overcome identified barriers to living in the most integrated setting appropriate;
- g. Identify the amount, duration, and scope of all necessary services and supports, the methods for implementation, time frames for completion, and the staff responsible.

184. Reserved.

185. Reserved.

186. Reserved.

187. Reserved.

188. Reserved.

ii. In-reach and Community Engagement

189. Reserved.

190. Reserved.

191. In collaboration with the MCOs and community providers, the State shall develop and provide competency-based training and information for MCO staff about the provisions of this Amended Agreement, staff obligations under the Amended Agreement, current community living options, the principles of person-centered planning, and effective community options counseling. These trainings will be provided to applicable disciplines during initial orientation and annually thereafter.

192. Reserved.

iii. Transition Planning

193. Reserved.

194. Reserved.

195. Reserved.

196. Reserved.

197. Reserved.

198. Reserved.

199. Reserved.

200. With respect to Woodward Temporary Residents transitioning to the community, the State, in consultation with the IDT, shall determine the essential supports needed for successful and optimal transition.

- a. The State shall ensure that essential supports are in place prior to the individual's discharge from Woodward, including behavioral supports, a crisis plan, and provision for both physical and mental health care. This determination will be documented.
- b. The absence of those services and supports identified as non-essential by the State, in consultation with the IDT, shall not be a barrier to transition. However, supports and services identified as non-essential shall be in place 60 days from the individual's discharge.

iv. Community Integration Management

201. The State will maintain a full time Community Integration Manager ("CIM") position. The CIM will be a Central Office staff member. The CIM will be responsible for oversight of transition activities, including ensuring effective communication and planning with Woodward Temporary Residents, their Authorized Representatives, the IDT, and private providers about all aspects of an individual's transition and will address identified barriers to discharge. The CIM will have professional experience working in the field of IDD, and an understanding of best practices for providing community services to individuals with IDD. The CIM will also be responsible for identifying, evaluating, and addressing barriers to discharge. The CIM will provide oversight, guidance, and technical assistance to the IDTs by identifying strategies for addressing or overcoming barriers to discharge, ensuring that IDTs follow the processes described in this Amended Agreement, and identifying and developing corrective actions, including the need for any additional training or involvement of supervisory staff.

202. Reserved.

203.

- a. For purposes of this Amended Agreement as modified, a Woodward Temporary Resident means a former Glenwood resident who is deemed to have moved to Woodward on a temporary basis because all of the following (inclusively) apply:
 - i. The former Glenwood resident is within 365 days post-transition from Glenwood.

- ii. The former Glenwood resident has lived continuously at Woodward since their transition to Woodward.
- iii. The IDT has determined and recommended that a placement in a community setting of less than five individuals would be the most integrated setting appropriate for the individual.
- iv. A suitable community setting was not available at the time the former Glenwood resident moved to Woodward.

Notwithstanding the foregoing, no former Glenwood resident will be deemed to have moved to Woodward on a temporary basis after the individual has lived continuously at Woodward for 365 days.

- b. For Woodward Temporary Residents, if an IDT recommends maintaining a placement at Woodward or placing an individual in another congregate setting with five or more individuals only because no other suitable community setting is available, it shall document in the ISP or discharge plan the decision, the barriers to placement in a more integrated setting, and the steps the team will take to address the barriers.
 - c. If an IDT recommends that a Woodward Temporary Resident remain at Woodward because it determines that placement in a community setting is no longer appropriate for the individual, the CIM will review the decision to ensure that the placement is consistent with the individual's needs and informed choice. The individual will no longer be a Woodward Temporary Resident. Within six months of determination, the IDT and CIM will perform an assessment to ensure that the individual is in the most integrated setting appropriate to his or her needs.
204. The State shall make every effort to ensure that no Woodward Temporary Resident remains at Woodward or is placed in another congregate setting with five or more individuals unless the individual has been offered a meaningful choice of community providers consistent with their identified needs and preferences, and the determination of placement has been reviewed by the CIM.
205. If, at any point over the course of this Amended Agreement, more than 50 members of the Target Population (approximately one third of the Glenwood census as of January 11, 2023) are residing at Woodward, the terms of this Amended Agreement shall apply to both Resource Centers.
206. The State shall produce routine public reports or maintain current public data dashboards regarding the status of Glenwood's community integration efforts, including historical data reflecting by month: the proportion of residents in each stage of transition planning, the number of transitions accomplished, and the types of placements, and recommendations that individuals remain at Glenwood.

207. The State shall ensure that information about barriers to discharge from involved providers, IDT members, and individuals' ISPs is collected from Glenwood and is aggregated and analyzed for ongoing quality improvement, discharge planning, and development of community-based services.
208. The State shall develop and implement quality assurance processes to ensure that ISPs for Woodward Temporary Residents are developed and documented in a manner that is consistent with the terms of this Amended Agreement as they apply to Woodward Temporary Residents. The State shall develop and implement quality assurance processes to ensure that ISPs for former Glenwood residents who have transitioned to the community and Woodward Temporary Residents who transition to the community are implemented, in a documented manner, consistent with the terms of this Amended Agreement as they apply to the two identified populations. These quality assurance processes shall be sufficient to show whether the applicable objectives of this Amended Agreement are being advanced. Whenever problems are identified, the State shall develop and implement plans to remedy the problems.
209. The State shall conduct monitoring visits within each of four (4) intervals (approximately seven, 30, 60, and 90 days) following an individual's transition. Documentation of the monitoring visit will be made using a standard checklist that encompasses all areas of the transition plan and addresses whether all supports and services are in place according to the timeframes in Paragraph 200. This review shall include ensuring that the new provider has a current person-centered individual support plan in place, consistent with the requirements in Paragraph 183. The State shall ensure staff conducting this monitoring are adequately trained and shall assess a reasonable sample of monitoring visits to ensure the reliability of the process.
210. The State shall provide ongoing community case management to members of the Target Population who transition to the community.
- a. For individuals receiving case management services pursuant to this Amended Agreement, the individual's case manager shall meet with the individual face-to-face on a regular basis and shall conduct regular visits to the individual's residence, as dictated by the individual's needs and preferences. The individual's case manager shall meet with the individual face-to-face at least every 30 days, and at least one such visit every two months must be in the individual's place of residence.
 - b. At these face-to-face meetings, the case manager shall: observe the individual and the individual's environment to assess for previously unidentified risks, injuries, needs, or other changes in status; assess the status of previously identified risks, injuries, needs, or other change in status; assess whether the individual's support plan is being implemented appropriately and remains appropriate for the individual; and ascertain whether supports and services are being implemented consistent with the individual's strengths and preferences and

in the most integrated setting appropriate to the individual's needs. If any of these observations or assessments identifies an unidentified or inadequately addressed risk, injury, need, or change in status; a deficiency in the individual's support plan or its implementation; or a discrepancy between the implementation of supports and services and the individual's strengths and preferences, then the case manager shall report and document the issue, convene the individual's service planning team to address it, and document its resolution.

211.

- a. The State shall develop and implement a system to identify and monitor individuals in the Target Population who transition from Glenwood Resource Center (for at least 365 days following transition) to another placement and to identify and monitor former Woodward Temporary Residents who move to a community setting of less than five individuals (for 365 days following transition). For Woodward Temporary Residents who move to a community setting of less than five individuals, the monitoring will begin when the individual moves from Woodward to another setting. The purpose of the monitoring is to: ensure health and safety; ensure a current support plan is in place consistent with the requirements in Paragraph 183; ensure whether supports identified in the individual's transition plan and current support plan are in place and achieving outcomes that promote their social, professional, and educational growth and independence in the most integrated settings; identify any gaps in care; and address proactively any such gaps to reduce the risk of readmission, crises, or other negative outcomes. The monitoring system shall include both face-to-face meetings with individuals in the Target Population and tracking by service utilization and other data.
- b. Only the following requirements of Paragraphs 177 through 211 shall apply to Woodward Temporary Residents: Paragraph 183 (as incorporated in Paragraph 211(a)), Paragraphs 203-205 as modified, Paragraphs 208-209 and 211 as modified, and Paragraph 210.

I. State Staff

212. Reserved.

213. Reserved.

214. Reserved.

215. Reserved.

J. Organizational Accountability

216. Reserved.

217. The State shall conduct the oversight necessary to ensure compliance with each provision of this Amended Agreement and with HHS policies. The HHS Director shall receive reliable information, including through routine briefings, regarding these activities.
218. Reserved.
219. Reserved.
220. Reserved.
221. Reserved.
222. Reserved.
223. Reserved.
224. Reserved.
225. Reserved.
226. By January 11, 2024, the State shall establish reliable public reporting at least every six months, on the HHS website. The public reporting shall include the Quality Management reporting produced pursuant to Section IV.K below.
227. Reserved.
228. Reserved.

K. Effective Quality Management

229. The State shall implement reliable Quality Management processes and procedures consistent with current, generally accepted professional standards of care. Such processes shall timely and effectively detect problems with the provision of protections, services and supports; and ensure appropriate corrective steps are implemented.
230. The State shall maintain a Quality Management program that effectively collects and evaluates valid and reliable data, including data pertaining to the domains and topics identified in Paragraph 211, sufficient to implement an effective continuous quality improvement cycle as set forth below. The Quality Management program shall use this data in a continuous quality improvement cycle to:
- a. Develop sufficient reliable measures relating to the domains and topics identified in Paragraph 211, with corresponding goals and timelines for expected positive outcomes, and triggers for negative outcomes;
 - b. Produce routine, valid and reliable reporting on the defined measures and related trends;
 - c. Identify significant trends, patterns, strengths, and problems at the individual and systemic levels;

- d. Implement preventative, corrective, and improvement actions to address identified trends, patterns, strengths, and problems; and
- e. Track the effectiveness of preventative, corrective, and improvement actions, and adjust such actions as needed if they do not result in expected prevention, correction, or improvement.

231. Reserved.

232. The Quality Management program shall ensure that each IDT utilizes this continuous quality improvement information to track and trend the measures and triggers regarding resident outcomes, and to effectively identify, assess, and appropriately respond to positive and negative outcomes at the individual level.

233. HHS Central Office shall receive and review routine, valid and reliable Quality Management reporting regarding the domains described above, and related trends; notification of complaints regarding resident well-being and staff relations, and related trends; and other relevant reporting regarding GRC and the Target Population. This shall include a review of the information described in Paragraph 211.

234. Reserved.

235. Reserved.

V. Monitor

236. The Parties agree that James Bailey will continue as Monitor to assess and report whether the provisions of the Amended Agreement have been implemented and to provide technical assistance to help the State comply with its obligations under the Amended Agreement. The Monitor may hire consultants and staff as necessary to assist in carrying out these duties. In addition, the Parties anticipate that responsibilities for monitoring may be divided among a number of experts. Funding for work by these personnel or entities will come out of the Monitor's budget. The Monitor shall select the experts, subject to the Parties' agreement. If the Parties cannot agree regarding the selection of an expert, the Monitor shall submit names to the Court for consideration and the Court shall determine whether to appoint an expert and, if so, select the expert.

237. Under the Original Agreement, the Monitor was appointed for a period of three years from January 11, 2023. As noted in paragraph 236, the Parties have agreed to continue that appointment for the remainder of the period initially appointed subject to an evaluation by the Court to determine whether to renew the Monitor's appointment until the termination of this Amended Agreement. In evaluating the Monitor, the Court will consider the Monitor's performance under the Agreements, including whether the Monitor is completing his or her work in a cost-effective manner and on budget, and is working effectively with the Parties to facilitate the State's efforts to comply with the Agreements' terms, including by providing technical assistance to the State. The Monitor may be removed for good cause by the Court at any time, on motion by any of the Parties which shall be granted for good cause shown, or the Court's own determination.

238. The Parties recognize the importance of ensuring that the fees and costs of monitoring the Amended Agreement are reasonable. The Monitor will submit a proposed budget annually to the parties for comment, and to the Court for approval.
- a. The Monitor shall submit monthly invoices to the State, and the State will pay the Monitor's invoices promptly. If the State disputes the invoice, the State may raise the concern by motion and the Court will rule on the appropriateness of the charge before payment is due.
 - b. The Court retains the authority to resolve any dispute that may arise regarding the reasonableness of fees and costs charged by the Monitor.
239. The Monitor shall only have the duties, responsibilities, and authority conferred by this Amended Agreement. The Monitor shall be subject to the supervision and orders of the Court.
240. The Monitor shall conduct compliance reviews. The purpose of the compliance reviews is to determine compliance with the material requirements of this Amended Agreement. Compliance reviews shall be conducted in a reliable manner based on accepted means and methods and shall set forth the basis for the Monitors' conclusions. The Monitor shall provide a verbal report of impressions following each on-site review and engage in collaborative problem-solving with the State.
241. Neither the State, the United States, nor any of their staff or agents shall have any supervisory authority over the Monitor's activities, reports, findings, or recommendations.
242. The Monitor may contract or consult with other persons or entities to assist in the evaluation of compliance. The Monitor shall pay for the services out of his or her budget. The Monitor is ultimately responsible for any compliance assessments made under this Amended Agreement.
243. At the Monitor's discretion, the Monitoring Team (including the Monitor, subject matter experts, consultants, and staff) shall be permitted to engage in ex parte communications with the State and the United States regarding this Amended Agreement. At the Monitor's discretion, the Monitoring Team may also have ex parte communications with the Court, only upon the Court's request or with the consent of the Parties. Members of the Monitoring Team shall not be required to disclose such communications, communications within the Monitoring Team, or draft or other internal work product, unless there is a substantial need as determined by the Court.
244. In the event the Monitor is no longer able to perform his or her functions or is removed, within 60 days thereof, the Parties shall together select and advise the Court of the selection of a replacement Monitor, acceptable to both. If the Parties are unable to agree on a Monitor, each Party shall submit the names of up to two candidates, along with the resumes and cost proposals, to the Court, and the Court will select and appoint from among the qualified candidates.

245. Should a Party to this Amended Agreement determine that the Monitor has exceeded his or her authority or failed to satisfactorily perform the duties required by the Amended Agreement, the Party may petition the Court for such relief as the Court deems appropriate, including replacement of the Monitor, and/or any individual agents, employees, or independent contractors retained in this matter by the Monitor (“Monitoring Team Member”). In addition, the Court, on its own initiative and in its sole discretion, may replace the Monitor or any Monitoring Team Member for failure to adequately perform the duties required by this Amended Agreement.
246. The Monitor and the United States (and its agents) shall have full access to persons, staff, facilities, buildings, programs, services, documents, data, records, materials, and things that are necessary to assess the State’s progress and implementation efforts with this Amended Agreement. However, the United States shall coordinate its access with the Monitor’s as much as feasible to limit duplication of effort and burden on the State. Access shall include departmental or individual medical and other records. This access shall extend to individuals who move from Glenwood to any other setting, for one year from the date of the move, for the purpose of confirming that the transfer does not violate the federal rights of those former Glenwood residents and that they are receiving the necessary supports and services in that alternative setting. This access shall extend to Woodward Temporary Residents for one year following the date the Woodward Temporary Resident moves from WRC to the community. The State shall comply with reasonable requests by the Monitor or the United States (and its agents) to speak with State staff outside the presence of attorneys for the State and/or outside the presence of persons within the staff’s supervisory chain. The United States and/or the Monitor shall provide reasonable notice of any visit or inspection or request for access. Reasonable notice shall include a list of persons or topics to be addressed. All requests for documents must be presented to counsel or the designated point of contact. All document requests shall allow a 30-day period for production. However, advance notice and a 30-day document production period shall not be required if the Monitor or the United States has a reasonable belief that a Glenwood resident faces a risk of immediate and serious harm. Access is not intended, and shall not be construed, as a waiver, in litigation with third parties, of any applicable statutory or common law privilege associated with information disclosed to the Monitor or the United States under this paragraph.
247. In completing his or her responsibilities, the Monitor may require written responses and data from the State concerning compliance.

A. Monitoring Plan and Tool

248. The Monitor has developed a draft monitoring plan and tool, which includes outcome measures by which the Monitor will measure compliance. Compliance will be measured in part through a Quality Service Review (QSR) model. As necessary, the Parties and the Monitor may agree to amend and revise the Monitoring Plan and Monitoring Tool throughout the period of this Amended Agreement.

B. Monitor Reports

249. Reserved.

250. Reserved.

251. The Monitor shall both conduct a review and issue a Monitoring Report every six months. A draft Report shall be provided to the State and the United States in draft form for comment at least 30 days prior to its issuance. Prior to issuing each Monitoring report, at a reasonable time designated by the Parties, the Monitor shall provide the Parties with verbal impressions based on each review, unless the Parties agree otherwise. The State and the United States shall provide comments, if any, to the Monitor within 15 days of receipt of the draft Report. The Monitor shall consider the responses of the State and the United States and make appropriate changes, if any, before issuing the final Report.

252. The Monitoring Reports shall describe the steps taken by the State to implement the Agreements and shall evaluate the extent to which the State has complied with each substantive provision of the Agreements. Each Monitoring Report:

- a. Shall evaluate the status of compliance for each relevant provision of the Agreements using the following standards: (1) Substantial Compliance; (2) Partial Compliance and (3) Non-compliance. The Monitor shall review a sufficient number of pertinent documents and interview or observe a sufficient number of staff and residents to accurately assess current conditions. The Monitor may also communicate with Glenwood residents and former residents, family members, and relevant community members to assist the Monitor's assessment of current conditions;
- b. Shall describe the steps taken by each member of the monitoring team to analyze conditions and assess compliance, including documents reviewed and individuals interviewed or observed, and the factual basis for each of the Monitor's findings;
- c. Shall contain the Monitor's independent verification of representations from the State regarding progress toward compliance, and examination of supporting documentation; and
- d. May provide recommendations for each of the provisions in the Amended Agreement outlining proposed actions for at least the next six months for the State to complete toward achieving compliance with the particular provision.

253. These Monitoring Reports shall be filed with the Court and shall be written with due regard for the privacy interests of former Glenwood residents. The Monitoring Reports provide relevant evidence regarding compliance. Accordingly, information in the Monitoring reports will be considered persuasive, but rebuttable, in any court proceeding regarding the Agreements. The State shall publish the Monitoring Reports on the HHS website.

254. Nothing in this Section prohibits the Monitor from issuing interim letters or reports to the United States, the State or the Court via the public record in this case, should he or she deem it necessary.

C. Monitor's Relationship with Others

255. In completing his or her responsibilities, the Monitor may testify in enforcement proceedings regarding any matter relating to the implementation, enforcement, or dissolution of the Amended Agreement, including, but not limited to, the Monitor's observations, findings, and recommendations in this matter.

256. The Monitor, and any staff or consultants retained by the Monitor, shall not:

- a. Be liable for any claim, lawsuit, or demand arising out of their activities under the Agreements (this paragraph does not apply to any proceeding for payment under contracts into which they have entered in connection with their work under the Agreements);
- b. Be subject to formal discovery in any litigation involving the services or provisions reviewed in the Agreements, including deposition(s), request(s) for documents, and request(s) for admissions, interrogatories, or other disclosure;
- c. Testify in any other litigation or proceeding with regard to any act or omission of the State or any of the State's agents, representatives, or employees related to the Agreements, nor testify regarding any matter or subject that he or she may have learned as a result of his or her performance under the Agreements, nor serve as a non-testifying expert regarding any facts that he or she may have learned as a result of his or her performance under the Agreements.

257. The State and the United States shall not otherwise employ, retain, or be affiliated with the Monitor, or professionals retained by the Monitor while this Amended Agreement is in effect, and for a period of at least one year from the date this Amended Agreement terminates, unless the other Party gives its written consent to waive this prohibition.

258. If the Monitor resigns from his or her position as Monitor, the former Monitor may not enter any contract with the State or the United States on a matter encompassed by the Agreements without the written consent of the other Party while this Amended Agreement remains in effect.

VI. Implementation

259. The State has designated and will continue to designate an Agreement Coordinator to coordinate compliance with this Amended Agreement and to serve as a point of contact for the Parties and the Monitor.

260. The State shall create an annual Implementation Plan that describes the actions it will take to fulfill its obligations under this Amended Agreement. Implementation of this Amended Agreement shall be completed in phases as outlined in the Agreements and the

Implementation Plan. The State has provided the annual Implementation Plans for 2023 and 2024 to the United States and the Monitor. The United States and the Monitor shall have an opportunity to review and comment on each annual Implementation Plan before it is finalized.

261. In its Implementation Plans, the State shall: (1) identify the issues to be addressed that year, and, for each issue: the planned actions; the persons or positions responsible; the resources needed; the target completion date; a completion status measure; and expected outcome; (2) a general forecast of issues to be addressed in successive years; and (3) beginning with Implementation Plan #2, an assessment of what worked and what should be adjusted in the previous plan's implementation. In Implementation Plan #1, the State was required and addressed at least: clinical care; client rights and protections; and community integration. Over time, the Implementation Plans shall address the issue areas subject to the public reporting required in Paragraph 226, above.
262. The United States and the Monitor may provide comments regarding the Implementation Plans within 30 days of receipt. The State shall timely revise its Implementation Plans to address comments from the United States and the Monitor.
263. The Parties and the Monitor were required to meet and consult at least monthly during the first year of the Original Agreement and at least quarterly thereafter. They must continue to meet and consult at least quarterly under this Amended Agreement.
264. Annually, the State, in conjunction with the United States and the Monitor, shall supplement the Implementation Plan to focus on and provide additional detail regarding implementation activities. The State shall address in its further Implementation Plans any areas of non-compliance or other recommendations identified by the Monitor in his or her reports.
265. The State shall make the Implementation Plans publicly available, including by posting the Plan, and its supplements, on the State's website.

VII. Enforcement

266. The State of Iowa is responsible for ensuring compliance with the provisions of this Amended Agreement.
267. The United States District Court for the Southern District of Iowa will retain jurisdiction over this matter for the purposes of enforcing this Amended Agreement as an order of the Court.
268. During the period that the Amended Agreement is in force, the parties shall move for a status conference with the Court at least semi-annually to update the Court on the State's compliance with this Amended Agreement. Either party may file these motions.
269. During the period that the Amended Agreement is in force, if the United States determines that the State has not made material progress toward substantial compliance with an obligation under the Amended Agreement, the United States may initiate enforcement

proceedings against the State in Court for an alleged failure to fulfill its obligation under this Amended Agreement.

270. Prior to taking judicial action to initiate enforcement proceedings, the United States shall give the State written notice of its intent to initiate such proceedings, and the parties will engage in good-faith discussions to resolve the dispute.
271. The State shall have 30 days from the date of such notice to cure the failure (or such additional time as is reasonable due to the nature of the issue and agreed upon by the parties) and provide the United States with sufficient proof of its cure. At the end of the 30-day period (or such additional time as is reasonable due to the nature of the issue and agreed upon by the United States), in the event that the United States determines that the failure has not been cured or that adequate remedial measures have not occurred, the United States may initiate contempt proceedings without further notice. The United States commits to work in good faith with the State to avoid enforcement actions. The State retains all available defenses against such actions, including moving to modify the terms of the consent decree.
272. In case of an emergency posing an immediate threat to the health or safety of any GRC resident or staff member, however, the United States may omit the notice and cure requirements herein and seek enforcement of the Amended Agreement.

VIII. Termination

273. The July 11, 2023 deadline to comply with Section IV.H set forth in the original consent decree, ECF No. 5 ¶ 273, continues to apply, except that the State shall achieve substantial compliance with the provisions of Section IV.H related to Woodward Temporary Residents by January 11, 2025. The deadline to substantially comply with all remaining provisions of this Amended Agreement, including the provisions of Section IV.H related to Woodward Temporary Residents, is January 11, 2025, unless otherwise agreed in a specific provision above.
274. This Amended Agreement shall terminate by January 11, 2028 if the Parties agree that the State has attained substantial compliance with all provisions and maintained that compliance for a period of one year.
275. The State may seek termination of any substantive section (i.e. any capitalized section tabbed on the far left of the Amended Agreement, such as “Clinical Care,” “Restraints,” “Recordkeeping,” etc.) by filing with the Court a motion to terminate that section. The burden will be on the State to demonstrate that it has attained and maintained its substantial compliance as to that section for at least one year, or that circumstances have made compliance with that section irrelevant.
276. The burden will be on the State to demonstrate that it has maintained substantial compliance with each of the provisions of this Amended Agreement. Non-compliance with mere technicalities, or temporary failure to comply during a period of otherwise sustained compliance, will not constitute failure by the State to maintain substantial compliance. At

the same time, temporary compliance during a period of sustained non-compliance will not constitute substantial compliance.

277. The burden will be on the State to demonstrate it has achieved substantial compliance with a particular section of this Amended Agreement.
278. Regardless of this Amended Agreement's specific requirements, this Amended Agreement will terminate, or substantive sections as described in Paragraph 275 may terminate, upon a showing by the State that it has come into durable compliance with the requirements of the Constitution that gave rise to this Amended Agreement. In order to demonstrate durable compliance, the State must establish with the Court that it is operating in accordance with these requirements and has been doing so continuously for one year.
279. Should any provision of this Amended Agreement be declared or determined by any court to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms, or provisions will not be affected. The Parties shall not, individually or in combination with another, seek to have any court declare or determine that any provision of this Amended Agreement is invalid.
280. The Parties agree to work collaboratively to achieve the purpose of this Amended Agreement. In the event of any dispute over the language, requirements or construction of this Amended Agreement, the Parties agree to meet and confer in an effort to achieve a mutually agreeable resolution.
281. The Agreements shall constitute the entire integrated agreement of the Parties.
282. Any modification of this Amended Agreement shall be executed in writing by the Parties, shall be filed with the Court, and shall not be effective until the Court enters the modified agreement and retains jurisdiction to enforce it.

IX. General Provisions

283. Interpretation of this Amended Agreement shall be governed by the following rule of construction: "including" means including without limitation, unless otherwise specified.
284. The State shall coordinate with or enter into Memoranda of Understanding or other contractual arrangements with all appropriate agencies and State vendors in order for the State to comply with provisions of this Amended Agreement.
285. The United States and the State shall each bear the cost of their own fees and expenses incurred in connection with this case.
286. All services mentioned or described in this Amended Agreement are subject to reasonableness standards and nothing herein shall be interpreted to mean that the provision of services is unlimited in amount, duration or scope.
287. The Amended Agreement is binding on all successors, assignees, employees, agents, contractors, and all others working for or on behalf of the State to implement the terms of this Amended Agreement.

288. The Parties agree that, as of January 11, 2023, litigation was not and as of the Effective Date of this Amended Agreement litigation is not “reasonably foreseeable” concerning the matters described in the Agreements. To the extent that any Party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in the Agreements, the Party is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves any Party of any other obligations imposed by the Agreements, including the document creation and retention requirements described herein.
289. The State shall not retaliate against any person because that person has filed or may file a complaint, provided assistance or information, or participated in any other manner in the United States’ investigation or the Monitor’s activities related to the Agreements. The State shall implement reasonable procedures to detect and prevent any acts of retaliation. The State shall timely and thoroughly investigate any allegations of retaliation in violation of the Agreements and take any necessary corrective actions identified through such investigations.
290. Failure by any Party to enforce the entire Agreements or any provision thereof with respect to any deadline or any other provision herein will not be construed as a waiver, including of its right to enforce other deadlines and provisions of this Amended Agreement.
291. The Parties shall promptly notify each other of any court or administrative challenge to this Amended Agreement or any portion thereof.
292. The Parties represent and acknowledge this Amended Agreement is the result of extensive, thorough, and good faith negotiations. The Parties further represent and acknowledge that the terms of this Amended Agreement have been voluntarily accepted, after consultation with counsel, for the purpose of making a full and final compromise and settlement of the allegations set forth in the Department of Justice’s CRIPA Notice dated December 22, 2020. Each Party to this Amended Agreement represents and warrants that the person who has signed this Amended Agreement on behalf of a Party is duly authorized to enter into this Amended Agreement and to bind that Party to the terms and conditions of this Amended Agreement.
293. This Amended Agreement may be executed in counterparts, each of which will be deemed an original, and the counterparts will together constitute one and the same Amended Agreement, notwithstanding that each Party is not a signatory to the original or the same counterpart.
294. The performance of the Agreements began on January 11, 2023.
295. The State shall maintain sufficient records and data to document that the requirements of the Agreements are being properly implemented and shall make such records available to the Monitor and the United States for inspection and copying on a reasonable basis. All requests for documents shall allow a 30-day period for production, except where the Monitor or the United States has a reasonable belief that a member of the Target Population

faces a risk of immediate and serious harm. Such action is not intended, and shall not be construed, as a waiver, in litigation with third parties, of any applicable statutory or common law privilege associated with such information. Other than to carry out the express functions as set forth herein, both the United States and the Monitor shall hold such information in strict confidence to the greatest extent possible.

296. "Notice" under this Amended Agreement shall be provided by email to the signatories below or their successors.

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For Plaintiff UNITED STATES OF AMERICA:

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Southern District of Iowa

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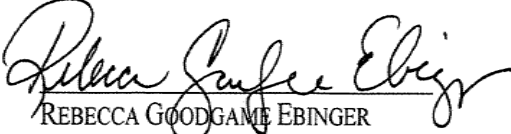
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So ordered this 9th day of December, 2024.


REBECCA GOODGAME EBINGER
UNITED STATES DISTRICT JUDGE