IN THE
UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND
(Northern Division)

JANE DOE,	*	
Plaintiff,	*	
v.	*	Civil Action No. WMN-14-3906
MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE, et al.,	*	
Defendants.	*	

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PLAINTIFF'S MOTION FOR JUDICIAL APPROVAL OF PROPOSED SETTLEMENT

Plaintiff Jane Doe, by her undersigned attorneys, respectfully moves this Honorable Court to approve a proposed settlement (the "Settlement") resolving all claims in the case as reasonable, fair, and adequate. In this Motion, Plaintiff describes key provisions of the proposed Settlement. The descriptions provided herein are for explanatory purposes only. While they are intended to be consistent with the terms of the Settlement, in the event of any conflict with the terms outlined in this Motion and the Settlement, the terms of the Settlement govern the obligations among the Parties (as defined in the Settlement). In support of this Motion, the Plaintiff sets forth the following grounds:

A. Background History of the Case.

1. This case involves the Maryland Tort Claims Act and 42 U.S.C. §§ 1983 and 1988 claims by Plaintiff against DHMH and several current and former officials of DHMH concerning alleged sexual assaults of Plaintiff when she was in State facilities operated by DHMH, by other patients at those facilities. Plaintiff alleges that Defendants negligently failed

to protect her from the assaults and, because she was in State custody when these assaults occurred and thereafter, violated her constitutional rights to protection and treatment under the Due Process Clauses of the Fourteenth Amendment to the United States Constitution and Article 24 of the Maryland Declaration of Rights.

2. Plaintiff brought suit in the Circuit Court for Baltimore City, Maryland against Defendants, asserting four claims for relief. Count One asserts a claim of negligence under State law concerning the alleged sexual assault and her alleged lack of appropriate treatment while at Clifton T. Perkins Hospital ("Perkins"), a DHMH facility. Count Two asserts a claim of negligence under State law concerning the alleged sexual assault and her alleged lack of appropriate treatment while at the State Secure Evaluation and Therapeutic Treatment facility ("SETT"), also a DHMH facility. Count Three asserts a claim under Federal and State law for constitutional violations of Plaintiff's rights to treatment and protection from harm while in State custody, addressing the allegations regarding events, acts, and omissions at Perkins and SETT and related DHMH policies (or lack thereof). Finally, Count Four asserts a claim under Federal and State law for constitutional violations arising from Defendants' alleged failure to take necessary steps to put into place policies, practices, training, and supervision necessary to prevent future sexual assaults from occurring at Perkins, SETT, or similar facilities.

3. The Complaint seeks (a) damages of $200,000.00 and attorney's fees and costs for each of Counts One and Two, the maximum possible recovery under the Maryland Tort Claims Act; (b) damages of $3 million and attorney's fees for Count Three; and (c) an injunction and attorney's fees for Count Four. In Count Four, Plaintiff asks the Court to order Defendants to develop and implement a remedial plan that (i) requires staff training on how to incorporate evidence based patient risk assessments for being an abuse victim or abuser into patient

treatment plans and requires incorporating specific trauma treatment interventions for patients with abuse histories in individual treatment plans, including updating such plans to address incidents of alleged abuse occurring in State facilities; (ii) identifies specific procedures and training for personnel identified to interview patients who report they have had sexual contact with other patients, including training on the impact of trauma, proper investigation techniques, procedures to avoid multiple interviews, and the use of independent investigations; and (iii) ensures that DHMH timely and appropriately shares information regarding patients' histories and risks for harm whenever patients are committed to their care, regardless of the facility placement.

4. Defendants timely removed the case from the Circuit Court for Baltimore City to this Court. Thereafter, Defendants filed an Answer denying the claims and allegations.

5. This Court has eight times granted the parties' Joint Motions to stay the scheduling order in order for the parties to reach a comprehensive settlement of their disputes.

6. The parties have successfully negotiated all issues and have reached and signed a proposed agreement to settle their disputes and require systemic changes for DHMH facilities across Maryland. On September 7, 2016, the Board of Public Works approved the settlement on behalf of the State of Maryland. To finalize the settlement, the parties seek this Court's judicial approval of the settlement, appended as Exhibit 1, as reasonable, fair, and adequate.

B. <u>The Proposed Settlement.</u>

7. The proposed settlement would pay Plaintiff her maximum possible recovery under the State Tort Claims Act ("TCA"): $200,000 for each violation, for a total of $400,000. From this sum, Plaintiff has agreed to pay attorney's fees to the Disability Rights Maryland ("DRM") in the amount of $40,000, which is half of what counsel is entitled to receive under the TCA. *See* proposed Settlement Agreement ("SA"), Ex. 1 at § V.A. Under the proposed

agreement, DRM would sign the agreement as a party-plaintiff pursuant to its institutional role as a "Protection and Advocacy" organization and would monitor DHMH's future compliance with the terms of the Settlement Agreement. *Id.* § IV.B. The fees would help enable DRM to take on this additional responsibility. Venable LLP, which was designated by agreement as lead counsel in the case should it have proceeded in litigation, represents Plaintiff pro bono and has waived any recovery of attorney's fees and costs in the case and will not share in the payment of counsel fees by Plaintiff.

8. In addition to the financial award to Plaintiff, Defendants have agreed to fund the following services for Plaintiff: (a) whenever she resides in the community, she will receive (i) 1:1 support staff twenty-four hours per day; (ii) residential accommodations that allow her to live in a unit without others, except support staff; and (iii) day habilitation services to include supported employment and excluding sheltered workshop services; (b) an expert consultant agreed upon by the parties (or, if no agreement is reached, Christopher Smith, Ph.D., with the Kennedy Krieger Institute in Baltimore, Maryland, who will determine the expert consultant after reviewing the parties' respective preferred choices) will develop a person-centered plan of day habilitation services for Jane Doe within three months of the agreement's effective date; and (c) if, after five years, the recommendations for Plaintiff's plan and services change and a party disagrees with the recommended changes, DHMH will fund the expert consultant to evaluate her needs and develop and recommend a plan for services, and any further disputes would be addressed through the administrative appeal process. *Id.* § V.B.

9. To resolve Plaintiff's claim for equitable relief, the proposed settlement agreement contains the following terms applicable to all DHMH facilities (with limited

exceptions for facilities serving children and adolescents, which have alternative but commensurate protections):

a. ***A series of changes establishing uniform safety procedures when an individual is first admitted to a DHMH facility***. Upon admitting an individual to a DHMH facility, the facility will utilize "universal safety precautions" to protect the individual from sexual abuse and other harm while the individual's status and needs are being assessed. SA at § VII.A.2. Within 48 hours of admission, the facility staff will administer a sexual abuse risk assessment and a suicide assessment. *Id.* at § VII.A.3. If a risk is identified, the universal precautions and other safety protections will be reviewed to determine if any different protections are needed. *Id.* at § VII.A.4. Within five days of admission, the individual's team will consider the risk assessment information, and any other pertinent information obtained during this period, to update the risk assessment and develop a protection plan to address safety risks and which will be incorporated into the initial plan of care developed by the team at this time. *Id.* at § VII.B. In developing the individual's treatment plan, the team must consider the individual's risk assessment screen, the effects of trauma (as required by statute), and the protection plan. *Id.* at § VII.C.5. All of these items must be regularly updated: (a) the risk assessment will be reconsidered and, if appropriate, updated at least every six months and at each meeting of the individual's team; (b) the protection plan will be updated whenever the risk assessment is reconsidered or the treatment plan is reviewed; and (c) treatment plans will be updated every three months or whenever the risk assessment is updated. *Id.* at § VII.C.1-4. These protections all supplement and do not replace or substitute for other clinically appropriate measures. *Id.* at § VII.D.

b. ***Risk assessment screens***. As part of the settlement process, the parties collaboratively developed unique risk assessment screen forms (appended to the proposed settlement agreement) to be used at all DHMH facilities and which may be individually tailored for use at different programs. *Id.* at § VIII.C. The appended forms must be used initially but can be revised subsequently by the Central Coordinator so long as they continue to meet stated objectives and are submitted to DRM for review and comment. *Id.* The screens will be used for the following purposes: (i) identify sexual abuse trauma history; (ii) identify the individual's risk of victimization by, or perpetration of, sexual violence or abuse in the facility; (iii) screen for trauma in consideration of how trauma history could affect the individual's need for protection and the facility's response to risks; (iv) consider the individual's reduced decisional capacity; and (v) use for developing a protection plan for the individual. *Id.* at § VIII.A. In conducting the risk assessment screens, facility staff will interview the individual and record responses, including responses regarding past trauma and risks at the facility, concerns about safety at the facility, and to what would make the individual feel safe at the facility. *Id.* at § VIII.B.

c. ***Protection plans***. The proposed settlement agreement also provides specific requirements regarding protection plans. In considering the risk assessment screen results, the individual's team must determine whether a protection plan would reduce any identified risk of sexual abuse, and, if warranted, develop such a protection plan for the individual. *Id.* at §§ IX.A-B. The protection plan must include treatment options and safety measures at the facility for mitigating the risk of sexual violence and address identified trauma history, including, but not limited to, consideration of the following factors: (a) physical environment of portions of the facility accessed by the individual, including the floor plan; (b) room assignment and roommate(s); (c) the individual's activities and programs, including the

other participants; (d) supervision needs; (e) education and treatment strategies using best practices for reducing the risk of harm, including peer support; group or individual counseling; training on personal boundaries, healthy relationships, self-protection, reducing trauma, promoting recovery, and positive self-image; (f) identification of services that will be available in the community after release, including advocacy services (such as peer support, self-help, counseling centers, advocacy groups, etc.) and health care or medical supports; and (g) strategies to assist in keeping the individual safe or that are helpful to de-escalate or redirect the individual from negative behaviors or abusive patterns and relationships. *Id.* at §§ IX.C, IX.D. The protection plans will be reviewed periodically along with the treatment plans to determine effectiveness, the need for new or changed strategies, and to obtain the individual's input as to the plan. *Id.* at § IX.E. They must be made part of the individual's medical record. *Id.* at § IX.F.

d. ***Treatment plan provisions for safety.*** The Settlement Agreement further requires treatment plans for individuals to incorporate the results of the risk assessment screen and the protection plan. *Id.* at § X.A. All treatment plans must use specific numbers to address each identified problem, provide information about that problem and measures taken to address the problem, and, if the problem relates to risk identified in the risk assessment screen and protection plan, cross-reference that numbered problem in those two documents. *Id.* at § X.B. This process will help ensure that identified safety-risk problems get identified and addressed.

e. ***Collection of past medical and treatment records.*** As soon as practicable upon learning that an individual is to be admitted, and within three business days after admission, all facilities must make diligent efforts to collect the individual's medical records. *Id.* at §§ VII.A.1; XI.C. A uniform policy for the collection of past medical and treatment records

will be developed requiring (a) attempts to gain necessary consents; (b) designation of a specific staff member at each facility who will be responsible for collection of medical records and treatment records; (c) diligent efforts to obtain discharge summaries for any hospitalizations during the prior three years, mental and somatic health assessments for the past three years, and other significant records; (d) diligent efforts to obtain records with information relevant to the risk assessment screen from other DHMH facilities; jails or detention centers; the Department of Juvenile Services; local Departments of Social Services; private hospitals and clinics; persons with knowledge of other sources; and prior service providers, including those identified in DHMH's Medicaid database, if possible; (e) diligent efforts to access records in electronic databases; and (f) written statements by each facility regarding the process for receiving and reviewing records to ensure that critical information is provided to and reviewed by an individual's treating physician and team as soon as possible. *Id.* at §§ XI.A-G.

f. ***Reporting allegations of sexual abuse at DHMH facilities***. Section XII of the Settlement Agreement requires a series of specific requirements and procedures regarding the reporting of allegations of sexual abuse at DHMH facilities. Facility staff must immediately notify the facility head or designee and the central coordinator of any allegation of sexual abuse. *Id.* at § XII.A. The facility will report the complaint to DRM and to the teams for the alleged victim and perpetrator(s). *Id.* at §§ XII.B-C. If the complaint involves an alleged sexual assault (*i.e.*, a criminal act specified in the agreement's definitions), it must be reported immediately to the law enforcement agency ("LEA") identified in a memorandum of understanding between the facility and the LEA to conduct investigations. *Id.* at § XII.D. If the allegation involves a wrongful (non-criminal) sexual act involving facility staff, it also must be reported immediately to the LEA for investigation. *Id.* at § XII.F. But if the allegation involves a wrongful (non-

criminal) sexual act that does not involve facility staff, it will be reported instead to the facility police for investigation, unless the individual asks that the matter be reported to the LEA. *Id.* at §§ XII.E, G. Similarly, if the alleged incident occurs at a DHMH facility for minors, which facilities have specific requirements reflecting the special rules regarding suspected abuse of minors, the allegation will be reported to facility police. *Id.* at § XII.E.1-2.

In making the referrals, facilities cannot screen out complaints on the basis of possible consent by the individual or lack of credibility; instead, they must report all allegations, even if apparently not accurately reported, unless the allegations are not physically possible, in which case they will be reported to the individual's team. If the individual's team determines that it is possible that sexual abuse occurred, a report must be made to the LEA and to the perpetrator's team, but in any event the treatment team will consider whether any treatment or support is warranted. *Id.* at § XII.H. Confidentiality must be preserved for all of these procedures. *Id.* at § XII.I.

Finally, DHMH must revise its system for the reports (management variance reports and sexual abuse reports) to (a) develop a revised uniform reporting form; (b) record sexual abuse allegations and investigations in the treatment plans of involved individuals; (c) forward the allegations and reports to the central coordinator; and (d) track the use of restraints or any alternative measures used during transport of an alleged victim to a health care provider.

g. ***Investigating allegations of sexual abuse at DHMH facilities.*** Section XIII of the Settlement Agreement contains extensive reforms of the procedures and processes for investigation of allegations of sexual abuse in DHMH facilities:

- The facility police may not investigate any allegation referred to an LEA unless the LEA reports that it will not investigate the allegation. *Id.* at § XIII.A.1.

- The facility must preserve all evidence in cases referred for investigation. *Id.* at § XIII.A.2.

- The respective treatment or care team must order actions as needed to provide for the safety and support of both the alleged victim and the alleged perpetrator, including, as appropriate, separating or transferring the individuals allegedly involved; assessing and addressing their safety and their concerns regarding their safety; reviewing and revising the risk assessment screens, protection plans, and treatment plans; sending a copy of their assessment to the central coordinator; and taking all or action as needed to maintain the safety, health, and mental health of the individuals involved. *Id.* at § XIII.A.3.

- The facility staff must ensure that any investigation for human resources or other purposes does not interfere with any on-going investigation by the LEA. *Id.* at § XIII.B.

- Each facility must use best efforts to (a) negotiate a Memorandum of Understanding ("MOU") with an external LEA with expertise in sex crimes to conduct investigations of alleged sexual assault at the facility, and (b) ensure that the LEA agrees to have a Sexual Assault Response Team ("SART") or similar multidisciplinary group participate with a review or investigation of the allegations.

- The MOU should provide that (a) the LEA will investigate all allegations of sexual assault; (b) include a local SART or similar team as much as possible; (c) local victim advocate services are notified and asked to meet promptly with the alleged victim; (d) the alleged victim will be transported to an identified hospital with a sexual assault forensic examiner ("SAFE") or a sexual assault nurse examiner ("SANE"), if available, in a manner that minimizes trauma; (e) the LEA will meet periodically with other local agencies involved in handling allegations of sexual abuse at the facility, including a SART, where available, to discuss successes and challenges and to coordinate with the central coordinator to address the challenges; and (f) the LEA will send the report of its investigation as soon as possible, but no later than 10 days after completion, to the head of the facility, the central coordinator, and to DRM. *Id.* at §§ XIII.C-D.

- The facility must use a uniform checklist of actions to take when responding to allegations of sexual abuse. *Id.* at § XIII.E.

- DHMH must train facility staff annually on the new above reporting and investigation policies developed in accordance with this Agreement, and make the training available to other involved agencies, including the following topics: (a) the roles of LEAs, the SART team, and facility police; (b) reporting allegations; (c) the MOU; (d) transporting alleged victims for a SAFE or SANE exam where available, and including how to support the individual and avoid the use of restraints; (e) interaction with the local SART; (f) preserving evidence; (g) collecting and reporting information for investigations; and (h) counseling alleged victims, including counseling regarding emergency contraception, prophylaxes for HIV or other sexually transmitted infections, and follow-up medical care or appointments. *Id.* at § XIII.F.

h. ***Central coordinator(s)***. To help ensure effective implementation of the changes required by the Settlement Agreement, the agreement requires DHMH to appoint two central coordinators, one within the Behavioral Health Administration and one within the Developmental Disabilities Administration, who will be responsible for oversight of the terms of the agreement, including overseeing development of policies and materials, monitoring compliance, and recommending changes as appropriate to improve the facilities' prevention, response, and detection of sexual abuse. *Id.* at §§ VI.E, XIV.A, C. Specific responsibilities will include:

(a) Development of required policies and materials, including MOUs;

(b) Identification of model practices, evidence-based interventions for sexual abuse prevention, detection, and response in facilities, and new or revised safety measures for use by facility staff;

(c) Development of a training curriculum to promote implementation of the policies required by the agreement;

(d) Revising current systems for collecting and reporting data; (e) determining whether to recommend that DHMH adopt a policy to limit the use of restraints during transport of alleged victims of sexual assault;

(f) Coordinating and communicating with LEAs and community partners to facilitate implementation and solicit feedback;

(g) Periodically reviewing and revising the risk assessment screening forms;

(h) Creating a written Program Assessment Process to assess compliance and recommend modifications as appropriate through representative-sample record reviews; review of data regarding alleged sexual abuse at facilities; and surveys of individuals at facilities regarding their experiences with sexual assault prevention, detection, and response; and

(i) Submitting annual reports to DHMH on the development of policies and materials; compliance, including irregularities, inconsistencies, or other areas requiring improvement; and recommended changes to improve facility prevention, response, and detection of sexual abuse. *Id.* at § XIV.C.

The central coordinator may delegate responsibilities to other staff but will remain responsible for oversight of the terms of the Settlement Agreement. *Id.* at § XIV.B.

10. ***Timelines, training, and enforcement provisions***. The Settlement Agreement requires DHMH to adopt written policies and guidance applicable to all facilities in order to meet its obligations under the Settlement Agreement; to propose regulations applicable to all facilities to implement the provisions within five years of execution of the Agreement; and to make good faith attempts to secure final adoption of the proposed regulations. *Id.* at §§ VI.A-B. DHMH also must develop a written guidance for the use of the risk assessment screen and protection plans, including using the risk assessment screen within 48 hours of admission to a facility; periodically using it thereafter; and identifying risk and trauma reduction strategies, including protection plans. *Id.* at §§ VI.C. It must provide annual training to facility staff on its obligations under the Settlement Agreement, including specialized training on the risk assessment screen and on responding to allegations of sexual abuse. *Id.* at §§ VI.D. Within six months of execution of the Settlement Agreement, DHMH must complete its amendments to the current facility incident reporting systems, and within twelve months of execution of the Settlement Agreement, DHMH must develop all other required policies, guidance, training, MOUs, and forms with allowance for an extension of time if good faith efforts to comply have been made. *Id.* at §§ [XV].A. All terms of the Settlement Agreement, except the provisions in Section V.B.1 and V.B.3, will terminate at the end of five years from the effective date of the Settlement Agreement (the latest date on which it is approved by the Board of Public Works and by this Court). *Id.* at § IV.C.

11. In exchange for the payment, funding, services, and reforms addressed in ¶¶ 7-10, Plaintiff will release all claims arising from the alleged incidents at Perkins and SETT. *Id.* at §§ V, [XVI].

12. Upon approval of the proposed settlement agreement by this Court and the Board of Public Works, the parties will jointly move or stipulate to dismiss this case with prejudice. *Id.* at § IV.D.

C. The Proposed Settlement Should Be Approved by the Court Because It Is Reasonable, Fair, and Adequate.

13. As Plaintiff is represented by a next friend in light of her disabilities, judicial approval of the settlement is required under Maryland law and Federal practice of this Court. *See* Md. Cts. & Jud. Proc. Code Ann. § 6-405 (requiring judicial approval of lawsuits of infants where next friend seeks settlement in lieu of parents); *Demby v. Md. Dep't of Health & Mental Hygiene*, No. CCB-06-1816, 2011 WL 5853266, at *3 (D. Md. Nov. 21, 2011) (ruling that even where guardian ad litem supports the settlement, in light of plaintiffs' mental disabilities, the court must independently determine whether the proposed settlement is 'fair, reasonable, and adequate'" and in the plaintiffs' "best interests") (quoting *Neilson v. Colgate–Palmolive Co.*, 199 F.3d 642, 652-54 (2d Cir. 1999), and citing *LJ v. Massinga*, 699 F. Supp. 508, 513 (D. Md. 1988)). Therefore, this Court must determine whether the proposed settlement is fair, reasonable, and adequate and in Plaintiff's best interests.

13. The damages of $400,000 awarded to Plaintiff are reasonable, fair, and adequate. They provide her with the maximum recovery she can obtain under State law for her first two claims. Under this settlement, she would not recover damages for her third claim, alleging constitutional violations. Constitutional claims for substantive due process violations are not easy, and Plaintiff would have to show that her injuries resulted from Defendants' systemic policy failure to apply professional standards. Defendants have not agreed to pay Plaintiff any damages for her constitutional claims, as Defendants do not believe that that claim has a reasonable chance of success on the merits. While Plaintiff and her counsel strongly believe the

claims, and the additional evidence that would be presented in support, would suffice to meet that standard, the claim would involve substantial risk. Most important, in lieu of an additional financial award, Defendants have agreed to significant funding commitments for services to meet Plaintiff's needs—her own housing and a 1:1 staffing ratio, as well as retention of an expert consultant to help develop a program of day activities. These are substantial financial commitments that more than balance out against the lack of additional damages for the constitutional claims.

14. These financial terms compare favorably to the settlement in *Demby v. DHMH*, where two individuals participating in a DHMH sheltered workshop program allegedly suffered multiple sexual assaults. Two of the plaintiffs in that case received a total of $425,000, and a third plaintiff settled separately for $90,000. While proposed regulations were set forth and eventually promulgated as a result of the settlement, none of the plaintiffs received any additional commitments for services as Plaintiff is receiving here.

15. The substantive protections and reforms cover all aspects of the deficiencies in care and policy that allegedly caused harm to Plaintiff. While Defendants have not agreed to an injunction as requested in the Complaint, they have agreed to place their reforms into policies, guidance, and regulations, which should provide equivalent protection. The expectation is that those policies and regulations will take root and remain in effect long after the agreement expires in five years.

16. Moreover, these reforms are truly comprehensive: DHMH will be required to institute policies and procedures to ensure safety upon admission of an individual to a DHMH facility; utilize newly develop risk assessment screen procedures and forms; develop protection plans and safety elements of treatment plans where appropriate; gather medical history and past

treatment records so pertinent issues regarding trauma and vulnerabilities are identified and addressed; establish uniform protections at all facilities for reporting sexual abuse and wrongful sexual acts; develop progressive inter-agency procedures for investigating alleged sexual abuse; and require central coordinators to monitor and oversee implementation and compliance. The parties developed new, unique risk assessment screening forms and protection plan forms that must be utilized by facilities (unless improved). Even third-party local LEAs will be asked to utilize their SART teams, or equivalent multi-disciplinary groups, for reviewing or investigating sexual assaults at DHMH facilities through the negotiation of MOUs. This will replace the current system in which each local jurisdiction has its own policies and procedures for handling sexual abuse investigations.

17. As part of the negotiation process, the parties researched the practices of other states and other systems (such as the federal Prison Rape Elimination Act, college campus reforms related to sexual abuse incidents, and reporting practices of other state-operated facilities for persons with disabilities). The Settlement Agreement reforms contain protections that go further than what exists in most other jurisdictions.

18. Plaintiff's next friend has reviewed the settlement on behalf of Plaintiff and recommends approval of it as being in Plaintiff's best interests. *See* Ex. 2, Rhine Aff. at ¶ 8. Ms. Rhine is an experienced attorney who formerly worked at DRM and the Homeless Person's Representation Project. *Id.* at ¶ 2. She has personally known the Plaintiff Jane Doe for several years and is in frequent communication with her. Ms. Rhine was informed of the settlement negotiations and provided input on various terms as they were being negotiated. *Id.* at ¶ 5.

19. The fairness of the settlement is supported by the arms'-length and protracted 1½ years-long negotiation engaged in on both sides by experienced counsel, including but not

limited to Ms. Morse (Deputy Principal Counsel for DHMH) and Ms. Gibbs (an Assistant Attorney General) for Defendants, and Ms. Young (Director of Litigation for DRM) and Mr. Mirviss (a partner at Venable LLP) for Plaintiff. Both sides would have substantial risk if the case went to trial, and any recovery for Plaintiff would be delayed by several years given that no discovery has occurred yet.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court (a) find that the proposed Settlement Agreement is reasonable, fair and adequate and in Plaintiff's best interests; (b) approve and sign the appended proposed Settlement Agreement; and (c) provide such further relief as the nature of this cause may require.

Respectfully submitted,

/s/

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Exhibit 1

In **Jane Doe v. Dept. Health & Mental Hygiene**, Case No. 1:14-cv-03906-WMN, U.S. District Court for the District of Maryland

SETTLEMENT AGREEMENT AND RELEASE

Plaintiff Jane Doe, by and through her next friend Sarah Rhine, and by counsel, the Maryland Disability Law Center ("MDLC") and Venable LLP; MDLC, in its official capacity as the Protection and Advocacy agency for the State of Maryland; and Defendants Van T. Mitchell, in his official capacity as Secretary of the Maryland Department of Health and Mental Hygiene ("DHMH"), and on behalf of all of the named Defendants, by counsel Brian E. Frosh, Attorney General of Maryland, and Kathleen A. Morse, Deputy Counsel, DHMH (collectively, Plaintiff, MDLC, and Defendants are referred to as the "Parties"), come now to enter into this settlement agreement (this "Agreement") in the matter *Jane Doe v. Maryland Department of Health and Mental Hygiene, et al.*, Civ. A. No. 1:14-cv-03906-WMN, and state as follows:

THIS SETTLEMENT AGREEMENT AND RELEASE is executed on this _____ day of _____, 2016, by and between Jane Doe, through her next friend, Sarah Rhine, Esq., ("Plaintiff" or "Releasor"); MDLC; and the Maryland Department of Health and Mental Hygiene and each of the individual defendants named in the complaint ("Defendants," "Releasees," the "Department," or "DHMH"), in reference to the allegations set forth in Plaintiff's Complaint, removed to the U.S. District Court for the District of Maryland (the "Federal Court"), ***Jane Doe v. Maryland Department of Health and Mental Hygiene, et al.***, Case No. 1:14-cv-03906-WMN ("*Doe v. DHMH*"), on or about December 18, 2014.

I. Recitals.

WHEREAS, Defendants desire to informally and amicably resolve and settle without further litigation the remaining claims in this case as well as any other pending claims or claims that may be raised in the future between Plaintiff and Defendants arising out of events occurring during Plaintiff's court-ordered commitments to Clifton T. Perkins Hospital Center and the Developmental Disabilities Administration's Secure Evaluation and Therapeutic Treatment ("SETT") facility in Jessup during the time period referenced in her Complaint, specifically November 6, 2011 and November 3, 2012;

WHEREAS, the Department agrees to undertake the actions set forth in this Agreement in order to enhance its efforts to reduce, prevent, and treat Sexual Abuse (as defined below) and sexually inappropriate behavior experienced by individuals within its facilities; and

WHEREAS, Defendants urge Plaintiff to review the Agreement with her attorneys; and

WHEREAS, Plaintiff's next friend, Sarah Rhine, has read this Agreement personally, and has discussed it with legal counsel on several occasions and has also discussed it generally with Ms. Doe; and

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties agree as follows:

II. Scope.

The Parties agree that the obligations assumed by the State pursuant to this Agreement extend to all State psychiatric facilities and Regional Institutes for Children

and Adolescents under the control of the Behavioral Health Administration and to all of the Developmental Disability Administration's State Residential Centers and Forensic Residential Centers. The facilities are listed in the Definitions section of this Agreement.

III. Definitions.

The Parties agree that the terms contained herein shall be defined as follows:

1. "Complaint" means the complaints filed in *Doe v. DHMH.*
2. "BHA" means the Maryland Behavioral Health Administration.
3. "BPW" means the Board of Public Works of Maryland.
4. "Central Coordinator" means the DHMH position(s) described in Section XIV, below.
5. "DDA" means the Maryland Developmental Disabilities Administration.
6. "DHMH" means the Maryland Department of Health and Mental Hygiene.
7. "Effective Date of this Agreement" means the latest date on which this Agreement is executed and approved, as needed, by the Board of Public Works and the Federal Court.
8. "External Law Enforcement Agency" means the city, county, or State police force that specializes in investigating sexual abuse allegations and responds to incidents at each Facility in the jurisdiction assigned to that police force; it does not include Facility Police.
9. "Facility Police" refers to the law enforcement operations at a Facility provided directly by or under contract with the State.

10. "Facility Staff" means all personnel working at a State Facility, including employees, contractors and volunteers.
11. "Individual" means one who is receiving services or treatment at a State Facility.
12. "Initial Plan of Care" means the first plan of care created for an Individual by the admitting health provider following admission.
13. "MDLC" (also known as "Disability Rights Maryland") means the State-designated Protection and Advocacy agency.
14. "Medical Record" means the medical and other records maintained by the Facility for individuals in its care.
15. "Protection Plan" means a plan of care and/or treatment, as appropriate, to address the risk of an individual being the victim or perpetrator of Sexual Abuse while in a Facility.
16. "Risk Assessment Screen" means the uniform tool that will be used by all Facilities to screen for a history of sexual abuse and related trauma as described in Section VIII.
17. "Sexual Abuse" is a generic term including Wrongful Sexual Acts and Sexual Assaults.
18. "Sexual Act" means those acts described in COMAR 10.01.18.02.B.(8).
19. "Sexual Assault" means any and all of the following:
    a. Rape, as defined in Md. Crim. Code §§ 3-303 and 3-304;

b. A sexual offense, as defined in Md. Crim. Code §§ 3-305 through 3-308;

c. Attempted rape, as defined in Md. Crim. Code §§ 3-309 and 3-310, or attempted sexual offense, as defined in Md. Crim. Code, §§ 3-311 and 3-312;

d. Any Sexual Act between any Facility Staff and any individual receiving services at the State Facility; or

e. Any other Sexual Act that is illegal under Maryland or federal law.

20. "State Facility" or "Facility" means a psychiatric hospital, a Regional Institute for Children and Adolescents (COMAR 10.21.06.02), a State Residential Center (COMAR 10.22.01.01 B.(55)), or a Forensic Residential Center (COMAR 10.22.01.01 B.(20-1)) operated by the State, and includes:

a. Clifton T. Perkins Hospital Center;

b. Eastern Shore Hospital Center;

c. Springfield Hospital Center;

d. Spring Grove Hospital Center;

e. Thomas B. Finan Center;

f. Regional Institutes for Children and Adolescents;

g. Holly Center;

h. Potomac Center; and

i. The Secure Evaluation and Therapeutic Treatment centers.

21. "Team":

a. For individuals in a mental health facility, has the meaning set out in COMAR 10.21.03.02C for "mental health professional team"; and

b. For individuals in a DDA facility, has the meaning set out in COMAR 10.22.01.01B.(58).

22. "Treatment Plan":

a. For individuals in a psychiatric hospital: or a Regional Institute for Children and Adolescents, has the meaning set out in COMAR 10.21.03.03, and includes the Protection Plan described in Section IX, if any; and

b. For individuals in a DDA facility; has the meaning set out in COMAR 10.22.01.01B(28), and includes the Protection Plan described in Section IX, if any.

23. "Treatment Plan Problem" means a medical, mental health, physical, safety, behavioral, or other issue experienced by an Individual that is identified by the Individual's Team as needing treatment and/or care.

24. "Treatment Plan Problem Number" means the number assigned to each Treatment Plan Problem by the treatment Team as an identifier, to be used in all records of treatment and care.

25. "Universal Safety Precautions" means an established set of measures, procedures, and protocols taken in order to maintain the safety of Individuals upon admission to a State Facility, which may include but are

not limited to unit restriction, including dining on the unit; increased nursing contacts; restrictions on activities, more frequent observation by nurses; 1:1 or 2:1 staffing for the individual; and similar or additional precautions.

26. "Wrongful Sexual Act" means any Sexual Act that is made or threatened to be made without consent of the individual who is the recipient of the action and is not illegal under Maryland or federal law.

IV. Jurisdiction, Parties, and Dismissal and Duration of Agreement.

A. The Parties stipulate that the Court has personal jurisdiction over Defendants for purposes of the Action and subject-matter jurisdiction over the claims alleged.

B. As of the Effective Date of this Agreement, MDLC shall be deemed to be a party-plaintiff to this Agreement with the same authority as to this Agreement that the Plaintiff has.

C. All of the terms of this Agreement, except the terms and provisions in Section V.B.1 and V.B.3, shall terminate at the end of five years from the Effective Date of this Agreement.

D. The Parties agree to file a joint motion to dismiss/stipulation of dismissal of *Jane Doe v. Maryland Department of Health and Mental Hygiene, et al.*, Civ. A. No. 1:14-cv-03906-WMN upon execution of this Agreement and approval by the Board of Public Works and the Federal Court.

E. The Parties agree that the Agreement is made in Maryland and shall be construed in accordance with the laws of Maryland.

F. The Parties state that this Agreement represents the full agreement of the Parties on the subject-matter contained in the Complaint and may be changed only pursuant to written agreement signed by Plaintiff's counsel, by MDLC as a party-plaintiff, and by Defendants' counsel as duly authorized.

G. This Agreement is contingent upon approval by the BPW and the Federal Court, and without such approvals, the Agreement in its entirety, including the release terms and provisions, is null and void and may not be used by anyone for any purpose.

V. Compensatory Damages and Other Individual Relief.

A. In consideration of the promise of payment by DHMH of $400,000 and services to Jane Doe as set forth in this Section, and the systemic relief required by this Settlement Agreement, Jane Doe, through her next friend, has signed a General Release. If this Agreement is not approved by the BPW and Federal Court, the General Release is null and void and may not be used in any court or in any proceeding for any purpose. If this Agreement is approved by the BPW and Federal Court, the General Release becomes effective as of the Effective Date of the Agreement. Payment shall be made as directed by Plaintiff's counsel within forty-five days of the Effective Date of this Agreement. Payment of damages to Plaintiff shall ultimately be placed into a special needs trust to be established for Plaintiff, less any payment for

attorney's fees and costs. If approval of the special needs trust is needed from the Maryland Office of the Attorney General, the parties shall work cooperatively to secure such approval.

B. In addition to the financial award set forth above, DHMH will fund, at minimum,

1. The following services whenever Jane Doe is residing in the community:

    a. 1:1 support staff twenty-four hours per day;

    b. Residential accommodations that allow her to live in a unit without others, except support staff; and

    c. Day habilitation services to include supported employment and excluding sheltered workshop services; and

2. An expert consultant, agreed upon by the Parties, to develop a person-centered plan of day habilitation services for Jane Doe within three months of the Effective Date of this Agreement. If the Parties cannot agree on the selection on an expert consultant, they shall submit their selections to Christopher Smith, Ph.D., with the Kennedy Krieger Institute in Baltimore, Maryland, who will consider the recommendations of the Parties and select the expert consultant, which selection shall be binding upon the Parties.

3. If, after five years, the recommendations for Ms. Doe's Individual Plan and services change, and either Ms. Doe or DDA disagrees with the

recommended changes, DDA will fund an independent evaluation of her needs for consideration by the parties and her team. The expert consultant would be chosen using the procedure described in paragraph B.2, above.

VI. Policies, Proposed Regulations, Written Guidance, and Training.

A. The Department shall adopt written policies and guidance in order to meet its obligations under this Agreement. The Department shall also propose regulations to implement the provisions of this Agreement within five years of the execution of the Agreement and make good faith attempts to secure final adoption of such proposed regulations.

B. Such policies, proposed regulations, and written guidance shall apply to all State Facilities.

C. The Department shall develop written guidance for the use of the Risk Assessment Screen and individual Protection Plans described herein, including:

1. Use of the Risk Assessment Screen within 48 hours after an Individual's admission to a Facility;
2. Continued, periodic use of the Risk Assessment Screen in accordance with Section VIII of this Agreement; and
3. Identifying potential risk and trauma reduction strategies, including the development of individual Protection Plans, as a response to issues identified through the Risk Assessment Screen or other information.

D. The Department shall provide annual training to Facility Staff on its obligations under this Agreement for implementation of the terms of this Agreement, which shall include specialized training on the Risk Assessment Screen and on the State Facilities' response to allegations of Sexual Abuse.

E. The Central Coordinator shall be tasked with oversight of the implementation of this Agreement, consistent with Section XIV.

VII. Process Reforms.

The policies adopted or regulations proposed in accordance with this Agreement shall include provisions for the following:

A. Initial Safety.

1. As soon as practicable upon learning that an Individual is to be admitted, and within three business days after admission, a Facility shall make diligent efforts to collect medical records, consistent with Section XI (Medical Records) of this Agreement;
2. Upon admission of an Individual, the Facility shall use and follow Universal Safety Precautions to protect the Individual from Sexual Abuse and other harm.
3. Within 48 hours after admission to the Facility, the Individual shall have a Risk Assessment Screen performed, in accordance with Section VIII of this Agreement, as well as a suicide risk assessment.
4. If the information gathered during the first 48 hours indicates a potential risk to the Individual, the Facility shall review the Universal Precautions to

see if they appear adequate to mitigate the identified risk. Where other safety measures are needed, they shall be used, followed, and added to the Individual's records, and the reasons for such measures shall be documented in the Individual's records.

B. Initial Team Meeting.

1. Within five days after admission, the Individual's Team shall review and, if appropriate, update the Individual's Risk Assessment Screen based upon the best information available to the Department.
2. The Individual's Initial Plan of Care is created at the first team meeting. The Initial Plan of Care is authorized by a physician, psychiatrist, or other appropriately trained person as specified by the Department.
3. The Initial Plan of Care shall include a Protection Plan that includes safety measures to prevent any risks identified through the Risk Assessment Screen and other information, consistent with Section IX (Protection Plan) of this Agreement.

C. Continuing Updates.

1. At each Team meeting after the initial Team meeting at which the Individual's Treatment Plan is adopted, the Risk Assessment Screen shall be reconsidered and updated, considering any additional information received about that Individual, consistent with Section XI (Medical and Treatment Records).

2. Risk Assessment Screens shall be reviewed and updated every six months or more frequently as warranted by any allegations of sexual victimization or abuse or by the receipt of additional records or information related to an Individual's history of trauma or risk factors.
3. Protection Plans shall be reviewed and updated as needed whenever the Risk Assessment Screen is updated and when the Treatment Plan is reviewed.
4. Treatment Plans shall be reviewed at least every three months and whenever an individual's Risk Assessment Screen is updated.
5. The Team shall consider the following when developing the Treatment Plan:
    a. The Risk Assessment Screen;
    b. The effects of trauma on the Individual, in accordance with Md. Health-Gen. Code §§ 10-701(d) and 10-705; and
    c. The Protection Plan.

D. Nothing in this section is intended to reduce the obligations created by existing law. The provisions in this Agreement are not intended to replace a clinical determination for the need for ongoing assessments or to track changes in an individual's symptoms. The use of Risk Assessment Screens and Protection Plans is intended to assist with developing protections for Individuals and to complement the work of the Teams in developing or reviewing the Treatment Plans.

VIII. Risk Assessment Screens.

The policies adopted or regulations proposed in accordance with this Agreement shall include provisions for the following:

A. Use of the Risk Assessment Screen to:

1. Identify an Individual's sexual abuse-related trauma history and risk of sexual abuse;
2. Consider the Individual's risk of being victimized by, or perpetrating, sexual violence in the Facility; and
3. Screen for trauma to consider how a trauma history may impact an Individual's need for protection and Facility responses to risks;
4. Consider an Individual's reduced decisional capacity, if any, and if possible; and
5. Devise a method to develop a Protection Plan for the Individual, as needed.

B. In order to provide relevant information for use in the Risk Assessment Screen, each Individual shall be interviewed, and the Individual's responses shall be recorded, regarding:

1. Past trauma and issues relevant to his or her risk in the Facility;
2 Whether the Individual feels safe in the Facility, and why or why not; and
3. What would make the Individual feel safe in the Facility.

C. The Form appended to this Agreement shall be the initial version of the Risk Assessment Screen to be used by the Facilities, unless it is subsequently

revised in accordance with this section and Section XIV.C.7. The Risk Assessment Screen may be revised periodically by the Central Coordinator in order to improve its effectiveness, provided that, during the life of this Agreement, MDLC is given an opportunity to review it and submit comments in advance of any revisions.

IX. Protection Plans.

The policies adopted or regulations proposed in accordance with this Agreement shall include provisions for the following:

A. The Team shall consider the Risk Assessment Screen and determine whether and how a Protection Plan might reduce the identified risk of sexual abuse, if any.

B. If warranted, the Team shall develop a Protection Plan for the Individual. The Team shall document on the Risk Assessment Screen its rationale for the decision to use or not use a Protection Plan.

C. An Individual's Protection Plan shall incorporate a spectrum of treatment options and Facility measures for preventing sexual violence and mitigating risk to or by the Individual in a manner that accounts for the Individual's history of trauma as identified in the Risk Assessment Screen.

D. Development of the Individual's Protection Plan, which shall include consideration of the following non-exclusive factors:

1. The physical environment of the parts of the Facility that may be accessed by Individuals, including the floor plan and the unit on which the Individual resides;
2. The Individual's specific room assignment, including his or her roommate;
3. Activities and programs in which the Individual will be engaging, including the anticipated behaviors of the other Individuals who will also be engaging in those activities;
4. Particular environments in which activities and programs will take place;
5. Supervision needed during such activities and programs;
6. Education and treatment strategies based upon best practices for reducing the risk of harm. Such strategies may include the following: peer support; group or individual counseling; training on personal boundaries, healthy relationships, self-protection, reducing trauma, promoting recovery, and positive self-image; and identification of services that will be available in the community after release, including advocacy services (such as peer support, self-help, counseling centers, advocacy groups, etc.) and health care or medical supports (and as identified in the Department's after-care planning forms); and

7. Strategies to assist in keeping the Individual safe or that are helpful to de-escalate or redirect the Individual from negative behaviors or abusive patterns and relationships.

E. The policies adopted or regulations proposed shall require periodic review of an Individual's Protection Plan as provided in Section X, including consideration of the efficacy of the strategies used to reduce risk, whether new or modified strategies are warranted, and the Individual's desires regarding the Plan.

F. The Protection Plan shall be labeled as such in a distinct portion of the Individual's Medical Record and shall be documented in a clear manner so that it may easily be referenced and reviewed.

X. Treatment Plans.

A. The policies adopted or regulations proposed in accordance with this Agreement shall include incorporating the Risk Assessment Screen and Protection Plan into the Treatment Plans of Individuals.

B. Each Treatment Plan shall:

1. (a) Use Treatment Plan Problem Numbers; and

   (b) Provide information regarding each Treatment Plan Problem, including specific measures to be taken to address the problem;

2. Record the Treatment Plan Problem in the Individual's record, and, if there is a Treatment Plan Problem associated with risks identified on the

Individual's Risk Assessment Screen and in the Protection Plan, record it on those two documents as well.

XI. Medical and Treatment Records.

The policies adopted or regulations proposed in accordance with this Agreement shall include developing a uniform policy for collection of medical records for Individuals in its Facilities that:

A. Requires attempts to obtain written consent from the Individual as necessary to obtain needed health care information from non-DHMH facilities, provided that:

   1. Consent for a minor shall be obtained, when required, from the minor's parent or legal guardian; and
   2. Consent for an adult with a legal guardian of the person shall be obtained from that legal guardian;

B. Provides that each Facility shall identify a staff position as the one responsible for obtaining records;

C. Incorporates the timelines articulated in Section VIII (Process Reforms);

D. Requires, at a minimum, diligent, on-going attempts to obtain the following types of records for each Individual in a State Facility:

   1. Any discharge summaries for the preceding three years from all hospitals;
   2. All somatic and mental health assessments performed in the preceding three years, including emergency department records; and

3. Other significant records identified through external sources.

E. Requires that diligent, on-going attempts be made, and documented, to collect the information listed in Section VIII, at minimum, from the following sources and as relevant;

1. Other State Facilities;
2. Local jails or detention centers and facilities operated by the Department of Public Safety and Correctional Services;
3. The Department of Juvenile Services;
4. Local Departments of Social Services, to identify other sources;
5. Private hospitals and clinics;
6. Any persons with knowledge to identify other sources; and
7. Any prior service providers, using DHMH's Medicaid database, if possible.

F. Requires that efforts will be made to access records in electronic databases whenever possible and as such data bases become available.

G. Requires that each State Facility maintain in writing its process for receiving and reviewing records to ensure that critical information is provided to and reviewed by an Individual's treating physician and Team as soon as possible.

XII. Policies for Reporting Allegations of Sexual Abuse.

The policies adopted or regulations proposed in accordance with this Agreement shall include the following requirements and procedures:

A. Facility Staff shall immediately notify the administrative head of a Facility, or his or her designee, and the Central Coordinator, of any allegation received of Sexual Abuse, in accordance with COMAR 10.01.18.05C.(2) and Md. Health-Gen. Code § 10-705.

B. In accordance with Health-Gen. §10-705 and COMAR 10.01.18.05.C.(2)and E.(3), a Facility shall also report complaints of Sexual Abuse to MDLC in its capacity as the State's designated Protection and Advocacy agency.

C. The administrative head of a Facility will notify the head of the Teams for the alleged victim and perpetrator of the reported allegations.

D. Allegations of Sexual Assault shall be reported immediately to the External Law Enforcement Agency for investigation, in accordance with the Memorandum of Understanding that is required by subsection C of Section XIII (Investigating Allegations of Sexual Abuse).

E. Allegations of Wrongful Sexual Acts that do not involve facility staff, as described in Section III.26(a), shall be reported to Facility Police for investigation, with the following exceptions for

F. The RICAs:

1. The RICAs shall report all allegations of wrongful sexual acts between an adult and a child to the local Child Protective Services agency; and

2. The RICAs shall direct all allegations of Wrongful Sexual Acts that do not involved facility staff, as described in Section III.26(a), to the RICA official tasked with internally investigating such allegations.

G. Allegations of Wrongful Sexual Acts that involve Facility Staff, as described in Section III.26(b), shall be reported immediately to the External Law Enforcement Agency for investigation.

H. An Individual who alleges that he or she is a victim of a Wrongful Sexual Act and states a desire to report the incident to External Law Enforcement Agency shall be permitted to make such a report.

I. Allegations shall not be screened for consent or credibility by Facility Staff or Facility Police prior to referring them for investigation. Rather, staff shall report all allegations in accordance with this section, even if it appears that the allegation has not been accurately reported, subject to the following exceptions:

    1. Allegations that are not physically possible shall be reported to the Team for the Individual who is the potential or alleged victim. The Team shall consider the possibility that Sexual Abuse occurred and, in any event, consider whether any treatment or support is warranted in light of the allegations.
    2. If the Team determines that it is possible that Sexual Abuse occurred, the allegation shall be reported for investigation by the External Law Enforcement Agency or the Facility Police, in accordance with this section.
    3. If the Team determines that it is possible that Sexual Abuse occurred, the allegation shall be also be communicated to the Team for the

Individual who is alleged to be a perpetrator or aggressor for consideration of whether any specific treatment or support is warranted in light of the allegations.

J. Facility Staff shall take appropriate precautions to protect the confidentiality of all Individuals involved in any allegations of Sexual Abuse.

K. The Department shall revise its systems for submitting Management Variance Reports and Sexual Abuse Reports to include:

1. Developing a revised uniform reporting form;
2. Recording allegations of Sexual Abuse and the reports of subsequent investigation in the Treatment Plans of the individuals involved;
3. Forwarding the allegations and reports to the Central Coordinator; and
4. Tracking the use of restraint during transport of an alleged victim to a health care provider, along with any alternative measures used to avoid restraints.

XIII. Investigating Allegations of Sexual Abuse.

A. Precautions to be taken:

1. Facility Police shall not investigate an allegation that has been referred to an External Law Enforcement Agency unless and until that agency reports to the Facility that it will not investigate the allegation.
2. The Facility shall take appropriate steps to ensure the preservation of evidence in all cases that will be or have been referred for investigation.

3. For all allegations of Sexual Abuse, the Team shall order that actions be taken to provide for the safety and support of the alleged victim and alleged perpetrator, including, as appropriate:
    a. Immediately separating the alleged victim and the alleged perpetrator and considering whether a Facility or unit transfer would be appropriate in order to maintain the safety and support of the Individuals involved;
    b. Offering clinical support for the Individuals involved, including, if appropriate, for witnesses;
    c. Assessing the safety of the Individuals involved;
    d. Assessing the Individuals' perception of their safety;
    e. Reviewing the Risk Assessment Screens of both the alleged victim and perpetrator, revising Treatment Plans, and revising or developing Protection Plans, as appropriate, including documenting all revisions and reasons for the revisions;
    f. Sending a copy of the Team's review and assessment to the Central Coordinator, in accordance with Section XIV of this Agreement; and
    g. Taking any other action necessary or appropriate to maintain the safety, health, and mental health of the Individuals involved.

B. Facility Staff shall ensure that any investigation for human resources or other purposes does not interfere with any on-going investigation by the External Law Enforcement Agency.

C. Each Facility shall:

1. Use its best efforts to negotiate a Memorandum of Understanding ("MOU") with the External Law Enforcement Agency for investigation of allegations of Sexual Assault; and
2. Use its best efforts to ensure that the External Law Enforcement Agency agrees to have a Sexual Assault Response Team ("SART") or similar multidisciplinary group participate with a review or investigation of allegations referred by the Facility.

D. The Facilities shall use its best efforts to ensure that the MOU:

1. Provides that the appropriate External Law Enforcement Agency shall investigate all allegations of Sexual Assault, as defined in Section III of this Agreement, and in accordance with this section;
2. Provides for the inclusion of any local SART or other, similar multidisciplinary groups to the maximum extent possible;
3. Provides that victim advocate services shall be notified and requested to meet with the alleged victim when an allegation of Sexual Assault is received by a Facility, and identify how such entities will be notified and given access to the alleged victim;
4. Addresses:

(a) Identifying a hospital reasonably near the facility that provides medical care and has a Sexual Assault forensic examiner ("SAFE") or a Sexual Assault nurse examiner ("SANE"); and

(b) Transporting the alleged victim to the identified hospital in a manner that minimizes trauma;

5. Provides that each External Law Enforcement Agency shall meet periodically with other local agencies involved with handling sexual abuse allegations, including any SART, to review the successes of and challenges to the process for handling allegations of sexual abuse of individuals in the facilities, and to coordinate with the Central Coordinator on considering and addressing any such challenges; and
6. Requires that the External Law Enforcement Agency provide to the administrative head of the Facility, the Central Coordinator, and MDLC in its capacity as the State's designated Protection and Advocacy agency a copy of the report of its investigation as soon as possible, but at least within ten working days of completion of the investigation, in accordance with, *inter alia,* Health-Gen. § 10-705(d).

E. Facility Staff will use a uniform checklist of actions to take when responding to allegations of Sexual Abuse.

F. The Department shall provide training to Facility Staff on the reporting and investigation policies developed in accordance with this Agreement. All Facility Staff shall be trained annually, and the training shall be open to other

entities involved in coordinating DHMH's response to Sexual Assault allegations. Training shall include the following:

1. The roles of law enforcement agencies, the SART team, and the Facility police;
2. Reporting allegations;
3. Understanding the provisions of the Memorandum of Understanding;
4. Transporting Individuals for medical care or to a SAFE exam in accordance with COMAR 10.12.02, including how to support the Individual during transportation and actions that may be taken to avoid the use of restraint;
5. Interacting with the local SART;
6. Preservation of evidence;
7. Collecting and reporting information for investigations; and
8. Counseling alleged victims, including regarding emergency contraception, prophylaxes for HIV or other sexually transmitted infections, and follow-up medical care or appointments.

G. Nothing herein prohibits a State Facility from augmenting the requirements set forth in this Section, as long as Facility policies and practices include the provisions of this Section.

XIV. Central Coordinator.

A. The Department shall appoint two Central Coordinators, one within BHA and one within DDA, whose responsibilities shall include those set out in paragraph C of this section.

B. The Central Coordinators may delegate duties to other staff but must remain responsible for oversight of the terms of this Agreement.

C. The Central Coordinators' responsibilities shall be to oversee development of policies and materials, monitor compliance, and recommend changes as appropriate to improve Facility prevention, response, and detection of Sexual Abuse. These responsibilities include:

1. Development of policies and materials, including MOUs, as required by this Agreement.
2. Identification, at least annually, of model practices, evidence-based interventions for Sexual Abuse prevention, detection, and response in Facilities, and new or revised safety measures for use by Facility staff.
3. Development of a training curriculum for Facility staff, which training may be coordinated with DHMH training departments, to promote consistent implementation of the policies required and developed pursuant to this Agreement.
4. Revisions to the current system to collect and report data to comply with Section XII.J of this Agreement.

5. Determine whether to recommend that DHMH adopt a policy to limit the use of restraints during transport of alleged victims of sexual assault.
6. Coordinating and communicating with External Law Enforcement Agencies and appropriate community partners (i.e., victim advocates, forensic nurses, etc.) to facilitate implementation of this Agreement and to solicit feedback on Facility Sexual Abuse detection and response.
7. Periodically review, reassess, and revise the Risk Assessment Form to improve its effectiveness, consider best practices, and seek and consider comments from Treatment Team members, Clinical and Facility Directors, and, throughout the term of this Agreement, MDLC.
8. Create a written procedure for a Program Assessment Process ("PAP") to assess compliance with the policies developed in accordance with this Agreement and provide recommendations for modifications of policies as appropriate. The PAP shall include the following elements:
    a. Record Review: Selecting and reviewing a representative sample of records from Facilities, at specified intervals;
    b. Review of Data: Reviewing the system for collection of data and the data reports regarding allegations of Sexual Abuse at Facilities; and
    c. Surveys: Using consumer advocates or consumer quality review teams to interview and solicit feedback from Individuals

in the Facilities regarding their experiences with facility Sexual Assault prevention, detection, and response.

8. Report annually to DHMH on the development of policies and materials; compliance, including identification of irregularities, inconsistencies or other actions or omissions requiring improvement; and recommendations for any changes to improve Facility prevention, response, and detection of Sexual Abuse. The report shall be shared with Plaintiffs' counsel, provided that any personal identifying information of patients or consumers is redacted.

XV. Timelines.

A. The policies, guidance, training, MOUs, and forms required by this Agreement shall be developed within twelve (12) months of the execution of the Agreement, except as otherwise specifically required by this Section, provided that, if Defendants have made good faith efforts to meet this responsibility but need an extension of time, such request will not be unreasonably denied.

B. Amendments to the current Facility Incident reporting systems (called MVRs and Sexual Abuse Allegations Reporting) used for the State Facilities as provided in this Agreement shall be made within six months of the execution of the Agreement.

XVI. Release.

A. The Parties agree that any payment agreed to in this Agreement shall not be construed to mean that Plaintiff is a prevailing party insofar as recovery of attorneys' fees under any State or federal.

B. Plaintiff on her behalf and her heirs, executors, agents, and assigns, do hereby release, acquit, and forever discharge Defendants and each of their respective current, former, and future members, officers, employees, agents, agencies, principals and heirs, executors, administrators, predecessors, successors, and privies, whether in their individual capacities, and all other persons, entities of whatever description, whether subject to suit or not, including any and all entities and individuals named in any suit from any and all manner of claims and demands of whatever nature, including actions and causes of action, appeals, obligations, liabilities, promises, agreements, controversies, suits, rights, damages, punitive damages, costs, loss of service, loss of educational and/or employment opportunities, humiliation, embarrassment, mental anguish, injury to reputation or property, attorneys' fees recoverable now or in the future (including by not limited to attorneys' fees and costs pursuant to any State or federal statute, including Title VII and 42 U.S.C. § 1988), costs of litigation, compensation on account of personal injuries, and any other legal, administrative or equitable relief of any kind, known and unknown, suspected or unsuspected, arising out of, as a result of, or relating in any manner to any acts or omissions that occurred up to the

date of execution of this agreement by the Released Parties related to the matters set forth in Plaintiff's Complaint.

C. Plaintiff expressly agrees and acknowledges that she shall not bring any manner of complaint, claim, or action from any past act or omission arising out of her hospitalizations at Perkins or SETT set forth in her Complaint against the Defendants including but not limited to, any suit under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, 42 U.S.C. § 1983, the Americans with Disabilities Act, the Rehabilitation Act, or Maryland state or constitutional law.

D. The Parties acknowledge and agree that the Agreement is entered into in order to compromise disputed claims and to resolve in a fair and amicable manner all disputes between them, and that nothing contained herein or the performance by any party of the promises and conditions contained herein shall be construed as an admission of liability or improper conduct on the part of the Defendants or their members, officers, employees, agents, or related parties or any other person or entity, and the Plaintiff specifically disclaims any further liability or wrongful acts against Plaintiff relating to the incidents alleged in her complaints in *Doe v. DHMH*. The Parties agree that the Agreement shall not be used for any purpose other than those outlined herein.

E. This Agreement may not be assigned. The parties agree that there are no third party beneficiaries to this agreement, intended or otherwise. Nothing in

this agreement shall be construed to create a right to enforce it by any person other than a party and the party's respective successors. Nor shall anything in this agreement be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party or a successor to a party to this Agreement.

F. This Settlement Agreement and Release expresses a full and complete settlement, and there is absolutely no agreement on the part of the Released Parties to make any payment or do any act or thing other than what is hereby expressly stated and clearly agreed to. The Parties further agree that this Settlement Agreement and Release contains the entire agreement between the parties and that is terms are contractual and not a mere recital. Plaintiff represents, acknowledges, and agrees that in executing this Agreement she does not rely and has not relied upon any representation or statement not set forth or described herein that may have been made by any of the Released Parties or by any of their agents, representatives, or attorneys with regards to the subject matter, basis, or effect of the Agreement or otherwise.

G. The Parties agree to attempt to resolve informally any differences regarding interpretation of and/or compliance with the terms of this Agreement prior to bringing such matters to a Maryland state court for resolution.

H. No modification of this Agreement shall be effective unless in writing and signed by Plaintiff, through counsel and her next friend, and Defendants.

I. DHMH shall promptly submit this Agreement to the Maryland Board of Public Works for approval as soon as possible, in accordance with the policies and procedures of the Board of Public Works. DHMH and the Maryland Attorney General's Office agree to recommend approval of this Agreement to the Board of Public Works.

J. Acceptance of the Agreement is subject to final review and approval of the Maryland Board of Public Works before it becomes effective and binding.

K. The Parties agree that this Agreement is not a consent order or consent decree. Releasor acknowledges and assumes all risk, change, or hazard that such injuries or damages may be or become permanent, progressive, greater, or more extensive than is now known, anticipated or expected. No promise or inducement which is not herein expressed has been made, and in executing this Release, Releasor does not rely on any statement or representation made by any person, firm or corporation, hereby released, or any agent, physician, doctor, or any other person representing them or any of them, concerning the nature, extent, or duration of such damages or losses or the legal liability therefore.

L. Releasor agrees and promises to indemnify and hold harmless any party to this Release that is sued and/or made a party to any proceeding which is initiated or brought by Releasor or her heirs, executors, administrators, representatives or assigns or on their behalf, arising out of the occurrence or accident described herein, or arising out of any medical or other treatment

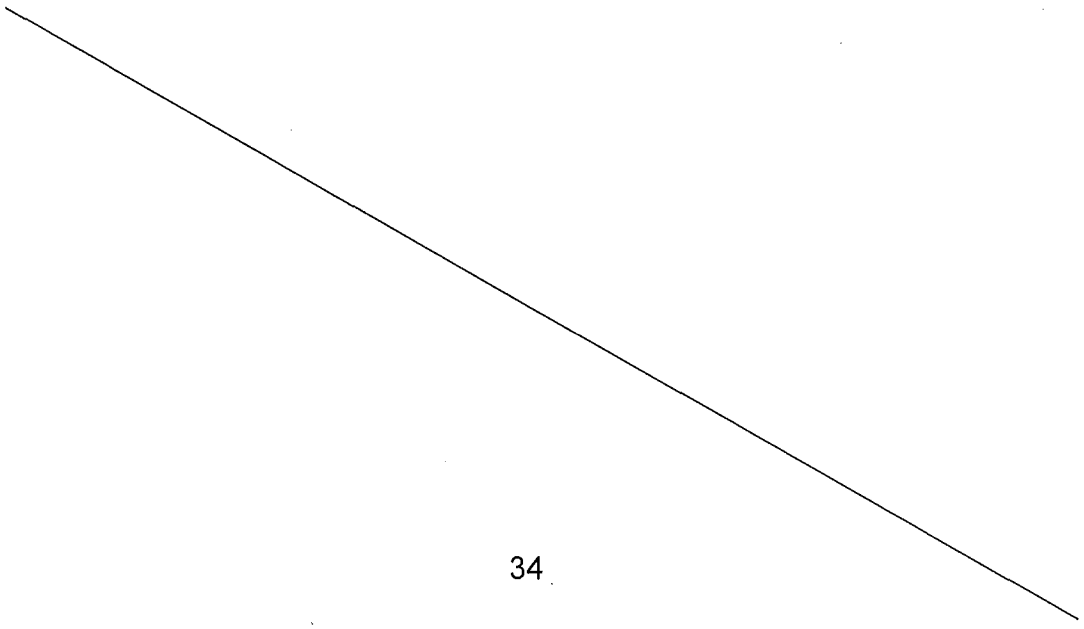
rendered in connection with those injuries against any and all costs and losses, including counsel fees.

M. In entering into this Release, Releasor has retained and consulted with her own attorney, relating to this Release and its terms and conditions. Releasor has carefully and fully read this Release (and discussed it with her attorneys); Releasor understands all of the terms and conditions of this Release; Releasor accepts this Release as her own free and voluntary act, without duress; and Releasor intends to be legally bound by this Release.

N. This Release shall not be construed against the party that prepared it, and shall be construed as if all parties prepared it.

O. It is expressly understood that if any provision of this document is found to be invalid or unenforceable, then all other provisions shall nevertheless continue in full force and effect.

The signatures of the Parties follow on separate pages.



IN WITNESS WHEREOF, the Parties have knowingly and voluntarily signed this Settlement Agreement in the case, *Jane Doe v. Maryland Department of Health and Mental Hygiene, et al.*, Civ. A. No. 1:14-cv-03906-WMN, In the United States District Court for the District of Maryland. This Agreement may be executed in multiple, duplicate originals. A set of counterpart copies that collectively contains the signature and acknowledgment of all parties will constitute an original. In addition, signature and acknowledgment of this Agreement may be confirmed by electronic means or facsimile, and signatures obtained via electronic means or facsimile shall have the same effect as receipt of an original signature.

Accepted and Consented to:

Sarah Rhine
Next friend for Plaintiff Jane Doe

September 28, 2016
Date

Lauren Young
Maryland Disability Law Center
(Disability Rights Maryland)

September 28, 2016
Date

Mitchell Mirviss

Mitchell Y. Mirviss
Venable LLP

September 29, 2016
Date

IN WITNESS WHEREOF, the Parties have knowingly and voluntarily signed this Settlement Agreement in the case, *Jane Doe v. Maryland Department of Health and Mental Hygiene, et al.*, Civ. A. No. 1:14-cv-03906-WMN, in the United States District Court for the District of Maryland. This Agreement may be executed in multiple, duplicate originals. A set of counterpart copies that collectively contains the signature and acknowledgment of all parties will constitute an original. In addition, signature and acknowledgment of this Agreement may be confirmed by electronic means or facsimile, and signatures obtained via electronic means or facsimile shall have the same effect as receipt of an original signature.

Accepted and Consented to:

Van T. Mitchell

9-20-16
Date

(On behalf of the Maryland Department of Health and Mental Hygiene and all individual defendants)

Kathleen A. Morse, Assistant Attorney General
Deputy Counsel, Department of Health and Mental Hygiene

9/23/16
Date

Court Review and Approval

On this _____ day of _____, 2016, this Settlement Agreement was reviewed and approved by the Honorable William M. Nickerson as satisfactorily and fairly resolving the matter *Jane Doe v. Maryland Department of Health and Mental Hygiene, et al.*, Civ. A. No. 1:14-cv-03906-WMN, and it is so Ordered.

_____.

William M. Nickerson
U.S. District Court Judge

For Official Use

8/8/16

BHA Hospital Sexual Abuse Risk Screen -- Adults

Date: _____

Indicate why this form is being completed:

____ Initial (within 48 hours after admission)

___ _Treatment Plan update _____[date]

___ _Receipt of abuse allegations

____ Receipt of other relevant information

Instructions:

This form has three purposes:

(a) to assist in developing a Protection Plan for the individual, if needed;
(b) to consider when planning treatment; and
(c) to consider when planning training for the individual.

A. Individual as Potential Victim

#	Factor	Source	Identify/Describe, None, OR Unknown
1	Existing intellectual disability diagnosis?		
2	Apparent Physical disability		
3	Cognitive Limitations		
	-- orientation		
	-- memory		
	-- confusion		Presence? Absence?

#	Factor	Source	Identify/Describe, None, OR Unknown
4	Sexual disinhibitions		
5	Poor physical boundaries		
6	Childhood physical abuse		by: Frequency: # of years:
7	Childhood sexual abuse		by: Frequency: # of years:
8	Childhood witness to family violence		Type: By: Frequency: # of years:
9	History of being in foster care		When? How many homes? Any trauma?
10	History of domestic or partner violence		
11	Significant events		1st institutionalization: # of years of incarceration: Number of incarcerations
12.	History of being a victim of violent criminal acts		Crime/act: Date:

#	Factor	Source	Identify/Describe, None, OR Unknown
			Prison dates:
13	History of being a victim of sexual abuse as adult		Type of assault Where (institution or community) Date of most recent: Judicial action taken:
14	History of being a victim of physical assault as adult		Type of assault Where? (institution or community): Date of most recent: Judicial action taken:
15	Fear of being sexually abused or assaulted		Where? Recent increase/decrease in fear? Any patient suggestions to alleviate?
16	Evidence of PTSD that is relevant to risk of sexual abuse in the facility		Explanation: Is further assessment needed? Y ? N

B. Individual as Potential Risk to Others

#	√	Factor	Source	Identify/describe, None, OR Unknown
1		Relevant impulse control issues		Current? Primary behaviors:
2		Anger management issues		Current? Primary behaviors:

#	√	Factor	Source	Identify/describe, None, OR Unknown
3		History of being abused sexually as child or adult		Type of assault By Frequency Institution or community Date of most recent: Judicial action taken:
4		History of being abused physically as child or adult		Type of assault By Frequency Institution or community Date of most recent: Judicial action taken:
5		History of sexual offenses		Offenses: Dates: Incarceration?
6		History of threatening violence		To whom? Where?
7		History of violent behavior: circle those that apply, and/or add others		towards a person Towards property With substance abuse

Prepared by: _____
Signature [Licensed Clinical Staff]

_____ _____ _____
Print Name Date

Conclusion: Safety & Risk of Harm **is / is not** a Treatment Plan Problem [circle one].

If it is a Treatment Plan Problem, prepare a Protection Plan for the individual.

Describe risk, if any:
_____

Reasons for Conclusion: _____

_____

_____

Approved by: _____ _____
Signature, Position [Treatment Team Head] Date

_____
Printed Name

Provide Treatment Plan Problem Number: _____

Form reviewed: [dates]
Updated: [dates]

For Official Use

8/8/16

DDA Facility Sexual Abuse Risk Screen

Date: _____

Indicate why this form is being completed:

____ Initial (within 48 hours after admission)

____ _Treatment Plan update _____[date]

____ _Receipt of abuse allegations

____ Receipt of other relevant information

Instructions:

This form has three purposes:

(a) to assist in developing a Protection Plan for the individual, if needed;
(b) to consider when planning treatment; and
(c) to consider when planning training for the individual.

A. Individual as Potential Victim

#	Factor	Source	Identify/Describe OR Unknown
1	Past and current intellectual disability diagnosis		
2	Apparent physical disability		
3	Cognitive Limitations		
	-- orientation		

#	Factor	Source	Identify/Describe OR Unknown
	-- memory --presence/absence of confusion		
4	Sexual disinhibitions		
5	Poor physical boundaries		
6	Childhood physical abuse		by: Frequency: # of years:
7	Childhood sexual abuse		by: Frequency: # of years:
8	Childhood witness to family violence		Type: By: Frequency: # of years:
9	History of being in foster care		When? How many homes? Any trauma?
10	History of domestic or partner violence		
11	Significant events		1st institutionalization: # of years of incarceration: Number of incarcerations

#	Factor	Source	Identify/Describe OR Unknown
12.	History of being a victim of violent criminal acts		Crime/act: Date: Prison dates:
13	History of being a victim of sexual abuse as adult		Type of assault Where (institution or community) Date of most recent: Judicial action taken:
14	History of being a victim of physical assault as adult		Type of assault Where? (institution or community): Date of most recent: Judicial action taken:
15	Fear of being sexually abused or assaulted		Where? Recent increase/decrease in fear? Any patient suggestions to alleviate?
16	Evidence of PTSD that is relevant to risk of sexual abuse in the facility		Explanation: Is further assessment needed? Y ? N

B. Individual as Potential Abuser

#	√	Factor	Source	Identify/describe
2		Relevant impulse control issues		Current? Primary behaviors:

#	√	Factor	Source	Identify/describe
3		Anger management issues		Current? Primary behaviors:
4		History of being abused sexually as child or adult		Type of assault By: Frequency: Institution or Community: Date of most recent: Judicial action taken
5		History of being abused physically as child or adult		Type of assault By: Frequency: Institution or Community: Date of most recent: Judicial action taken:
6		History of sexual offenses		Offenses: Dates: Incarceration?
7		History of threatening violence		To whom? Where?
8		History of violent behavior: circle those that apply, and/or add others		towards a person Towards property With substance abuse

Prepared by: _____
Signature [Licensed Clinical Staff]

_____ _____ _____
Print Name Date

Conclusion: Safety & Risk of Harm **is / is not** a Treatment Plan Problem [circle one].

If it is a Treatment Plan Problem, prepare a Protection Plan for the individual.

Describe risk, if any:
_____

Reasons for Conclusion: _____

_____

_____

Approved by: _____ _____
Signature, Position [Treatment Team Head] Date

_____
Printed Name

Provide Treatment Plan Problem Number: _____

Form reviewed: [dates]
Updated: [dates]

For Official Use Only

8/8/16

Sexual Abuse Risk Screen: for RICAs and SGHC's Adolescent Unit

Date:_____

Indicate why this form is being completed:
_____ Initial (within 48 hours after admission)

___ Treatment Plan update _____[date]

_____ Receipt of abuse allegations

_____ Receipt of other relevant information

This form has three purposes:

(a) to assist in developing a protection plan for the individual, if needed;
(b) to consider when planning treatment; and
(c) to consider when planning training for the individual.

A. Individual as Potential Victim

#	Factor	Source	Identify/Describe, None, OR Unknown
1	Existing Intellectual disability diagnosis?		
2	Apparent Physical disability		
3	Cognitive Limitations		
	-- orientation		
	-- memory		

#	Factor	Source	Identify/Describe, None, OR Unknown
	--presence/absence of confusion		
4	Sexual boundary concerns		
5	Poor physical boundaries		
6	Childhood physical abuse		by: Frequency: # of years:
7	Childhood sexual abuse		by: Frequency: # of years:
8	Childhood witness to family violence		Type: By: Frequency: # of years:
9	History of being in foster care		When? How many homes? Any trauma?
10	Victim of Relationship violence		
11.	History of being a victim of violent criminal acts		Crime/act: Date: Prison dates:
12	Significant events: RTC, hospitalization, detention		Age at 1st institutionalization: Length of time in detention:

#	Factor	Source	Identify/Describe, None, OR Unknown
13	Fear of being sexually abused or assaulted		Where? Recent increase/decrease in fear? Any patient suggestions to alleviate?
14	Evidence of PTSD that is relevant to risk of sexual abuse in the facility		Explanation: Is further assessment needed? Y ? N

B. Individual as Potential Abuser

#	√	Factor	Source	Identify/describe, None, or Unknown
1		Relevant impulse control issues		Current? Primary behaviors:
2		Anger management issues		Current? Primary behaviors:
3		History of being abused sexually as child or adult		Type of assault By: Frequency: Institution or Community: Date of most recent: Judicial action taken
4		History of being abused physically as child or adult		Type of assault By:

#	√	Factor	Source	Identify/describe, None, or Unknown
				Frequency: Institution or Community: Date of most recent: Judicial action taken
5		History of sexual offenses		Offenses: Dates: judicial action:
6		History of threatening violence		To whom? Where?
7		History of violent behavior: circle those that apply, and/or add others		towards a person Towards property With substance abuse

Prepared by: _____
Signature [Licensed Clinical Staff]

_____ _____
Print Name Date

Conclusion: Safety & Risk of Harm **is / is not** a Treatment Plan Problem [circle one].

If it is a Treatment Plan Problem, prepare a Protection Plan for the individual.

Describe risk, if any:
_____

Reasons for Conclusion: _____

_____

_____

Approved by: _____ _____
Signature, Position [Treatment Team Head] Date

_____
Printed Name

Provide Treatment Plan Problem Number: _____

Form reviewed: [dates]
Updated: [dates]

8/4/16

For official use

BHA Hospital Sexual Abuse Protection Plan-- Adults

Date: _____

Please indicate when this form is being used: [check one]

Initial (upon admission)_____ With Treatment Plan update____
Upon receipt of other relevant information___ Upon receipt of allegations of abuse___

Instructions:

This form is to be used to describe the elements of a Protection Plan for the individual who has been identified as potentially at risk for engaging in sexual abuse or being a victim of sexual abuse while at the facility. The information shall also be used when planning treatment and training for the patient.

"RA #" = The corresponding number on the Risk Assessment Form

Circle those items that are possible for the facility and appropriate for the patient. If the option is not available at the facility, write N/A in the "Specifics" column. Please write in any other actions not listed on this form.

RA #	Program/Activity/Protection	Specifics OR N/A	Date started	Date ended
	DOMAIN: Environmental			
	Modified room			
	Specified room			
	Restricted access			
	Specified roommate			
	On single sex unit			
	Room near nurse's station			
	Locked bathroom			
	Limited bathroom access			
	Alarms on specified doors			
	DOMAIN: Staffing			
	1:1 attendant			
	Constant close observation (line of sight)			
	Close observation (extra checks)			
	Restricted to common areas			

RA #	Program/Activity/Protection	Specifics OR N/A	Date started	Date ended
	10-foot restriction			
	DOMAIN: Activities			
	Sex offender group or Personal boundary group			
	Anger management			
	Non-violent conflict resolution			
	therapy			
	Peer support			
	DOMAIN: Individual Training/Education			
	Personal boundaries			
	Health relationships			
	Self-protection			
	Reducing trauma			
	Promoting recovery			
	Positive self-image			
	Community services			
	Assertiveness			
	OTHER			

Approved by: _____ _____

Name, Position [Treatment Team Head] Date

_____

Printed Name

Record Treatment Plan Problem Number: _____

Form reviewed: [dates]
Updated: [dates]

For official use

8/4/16

Sexual Abuse Protection Plan-- **DDA Facilities**

Date: _____

Please indicate when this form is being used:

Initial (upon admission)_____ With Treatment Plan update____
Upon receipt of other relevant information_____ Upon receipt of allegations of abuse___

Instructions:

This form is to be used to describe the elements of a Protection Plan for the individual who has been identified as potentially at risk for engaging in sexual abuse or being a victim of sexual abuse while at the facility. The information shall also be used when planning treatment and training for the patient.

"RA #" = The corresponding number on the Risk Assessment Form

Circle those items that are possible for the facility and appropriate for the patient. If the option is not available at the facility, write N/A in the "Specifics" column. Please write in any other actions not listed on this form.

RA #	Program/Activity/Protection	Specifics OR N/A	Date started	Date ended
	DOMAIN: Environmental			
	Modified room			
	Specified room			
	Restricted access			
	Specified roommate			
	On single sex unit			
	Room near nurse's station			
	Locked bathroom			
	Limited bathroom access			
	Alarms on specified doors			
	Wander monitor			
	DOMAIN: Staffing			
	1:1 staff			
	Constant close observation (line of sight)			
	Close observation (extra checks)			
	Restricted to common areas			
	10-foot restriction (no less than 10 ft from anyone else)			

RA #	Program/Activity/Protection	Specifics OR N/A	Date started	Date ended
	DOMAIN: Activities			
	Sex offender group or Personal boundary group			
	Anger management			
	Non-violent conflict resolution			
	Counseling			
	Peer support			
	DOMAIN: Individual Training/Education			
	Personal boundaries			
	Health relationships			
	Self-protection			
	Reducing trauma			
	Promoting recovery			
	Positive self-image			
	Community services			
	Assertiveness			
	OTHER			

Approved by: _____ _____

Name [Treatment Team Head] Date

_____

Printed Name, Position

Record Treatment Plan Problem Number: _____

Form reviewed: [dates]
Updated: [dates]

8/4/16

For Official Use

Sexual Abuse Protection Plan -- **RICAs and SGHC Adolescent Unit**

Date: _____

Please indicate when this form is being used: [check one]

With Treatment Plan update____ Initial (upon admission)_____
Upon receipt of other relevant information___ Upon receipt of allegations of abuse___

Instructions:

This form is to be used to describe the elements of a Protection Plan for the individual who has been identified as potentially at risk for engaging in sexual abuse or being a victim of sexual abuse while at the facility. The information shall also be used when planning treatment and training for the patient.

"RA #" = The corresponding number on the Risk Assessment Form

Circle those items that are possible for the facility and appropriate for the patient. If the option is not available at the facility, write N/A in the "Specifics" column. Please write in any other actions not listed on this form.

Program/Activity/Protection	Specifics OR N/A	Date started	Date Ended
DOMAIN: Environmental			
Specified room			
Restricted access			
Specified roommate			
On single sex unit			
Room near nurse's station			
Locked bathroom			
Limited bathroom access			
Alarms on specified doors			
DOMAIN: Staffing			
1:1 attendant			
Constant close observation (line of sight)			
Close observation (extra checks)			
Restricted to common areas			
10-foot restriction			
Escort			
Modified Schedule			

Program/Activity/Protection	Specifics OR N/A	Date started	Date Ended
DOMAIN: Interventions			
Sex offender group or Personal boundary group			
Anger management			
Non-violent conflict resolution			
Counseling			
Co-ed Restrictions			
DOMAIN: Individual Training/Education			
Personal boundaries			
Healthy relationships			
Self-protection			
Reducing trauma			
Promoting recovery			
Positive self-image			
Community services			
Assertiveness			
OTHER			

Approved by: _____ _____

Name, Position [Treatment Team Head] Date

_____

Printed Name

Record Treatment Plan Problem Number: _____

Form reviewed: [dates]
Updated: [dates]

Exhibit 2

JANE DOE,
Plaintiff,
v. * Civil Action No. WMN-14-3906

MARYLAND DEPARTMENT OF HEALTH *
AND MENTAL HYGIENE, et al.
Defendants. *

AFFIDAVIT OFSARAH RHINE, NEXT FRIEND FOR JANE DOE

I, Sarah Rhine, being over the age of eighteen years old and of sound mind, do hereby affirm the following under the penalties of perjury:

1. I graduated from the University Of Maryland Francis King Carey School Of Law and am a licensed attorney in Maryland.
2. I have practiced law at the Homeless Person's Representation Project, (HPRP) Baltimore, Maryland and Maryland Disability Law Center (MDLC). In my capacity as attorney at HPRP and MDLC, I have represented hundreds of individuals diagnosed with mental illness and/or developmental disabilities.
3. I currently reside at 495 Fiddlers Green, Dover, Delaware.
4. I have known Plaintiff Jane Doe for over four years. During the time I have acted as Next Friend in her case, I have spoken with her frequently, often several times a month.
5. I have been kept abreast of the negotiations in this case and have reviewed several draft settlement proposals, provided comment, and spoken with Plaintiffs' counsel numerous times.
6. I have reviewed the final proposed settlement on behalf of Plaintiff.
7. I have had the opportunity to discuss the proposed settlement with Ms. Doe in general terms that I believe she can understand.
8. I believe the settlement terms are in Ms. Doe's best interest and recommend its approval as fair and reasonable.
9. I have acted as Next Friend in this matter without compensation and am not receiving payment or personal gain under the terms of the proposed Agreement.

Sarah Rhine

9.9.16
Date