

**MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES AND
THE STATE OF IOWA REGARDING THE WOODWARD RESOURCE CENTER**

I. INTRODUCTION

1. This Memorandum of Agreement ("MOA") is entered into by the United States and the State of Iowa ("State") to address certain conditions at the Woodward Resource Center ("WRC") in Woodward, Iowa.

2. On November 24, 2004, the Court entered a Settlement Agreement and the Iowa State Resource Plan ("SRC Plan"), which was incorporated by reference into the Settlement Agreement. The SRC Plan required the State and WRC to take measures to improve conditions in a number of areas at WRC.¹

3. The effective date of the SRC Plan was October 1, 2004 (SRC Plan, Paragraph I.G). The SRC Plan established timetables by which the State and WRC were to implement the requirements of the SRC Plan.

4. All requirements of the SRC Plan were to be implemented three years from the effective date of the SRC Plan, meaning that the SRC Plan was to be fully implemented by October 1, 2007.

¹ The Settlement Agreement and SRC Plan also concern conditions at the Glenwood Resource Center ("GRC") in Glenwood, Iowa. However, this MOA does not concern GRC.

5. The Settlement Agreement calls for the Settlement Agreement to terminate four and one-half years from the effective date of the SRC Plan, which will be April 1, 2009.

6. Since entry of the Settlement Agreement, the United States has diligently monitored the status of the State's implementation of the terms of the SRC Plan.

7. The United States' most recent compliance tour of WRC took place on February 9 - 10, 2009. As of the tour, the United States determined that WRC achieved substantial compliance with all the requirements of the SRC Plan.

8. In particular, WRC has achieved substantial compliance with the SRC's provisions of: protecting residents from harm; developing integrated protections, services, treatments and supports; clinical care; psychiatric care; psychological care; medical care; neurological care; nursing care; physical and nutritional management ("PNM"); communication services; habilitation, training, education and skill acquisition services; planning for movement, transition and discharge; and the development of recordkeeping systems. Notably, the facility has implemented excellent protection from harm measures, quality assurance systems, medical services, and interdisciplinary team practices. Its efforts to place persons into the most integrated settings appropriate to their needs are robust and yet careful and respectful. In the area of behavioral supports and services, the facility is in the process of developing cutting-edge interventions, and in the area of PNM services, it has successfully (albeit recently) implemented an unusually sophisticated and capable system of care. Undergirding many of these systems and programs is an electronic recordkeeping system of remarkable capacity.

9. The time of continued Court oversight from October, 2007 to April 1, 2009 was intended to ensure that, once compliance with the SRC Plan had been achieved, WRC would maintain compliance for over a year, and in doing so, demonstrate that its improvements and remedial steps were sustained and integrated into the operations of WRC.

10. However, because PNM services only recently came into substantial compliance, WRC has not yet demonstrated sustained compliance in this area. Accordingly, the parties have agreed that the United States may continue to monitor PNM services for an additional year, in connection with the United States' monitoring of compliance activities at GRC.

II. SUBSTANTIVE TERMS OF MOA

11. Accordingly:

- A) The United States may continue to monitor PNM services at WRC until April 1, 2010;
- B) The substantive terms of the PNM services of this MOA shall be the same requirements as those set forth in Section XI of the SRC Plan, and Section XI is hereby incorporated by reference; and
- C) Should PNM services at WRC decline during the term of this MOA, the State and WRC shall collaborate with the United States on the development of measures to improve PNM services to the point where services meet the requirements of the PNM Plan.

III. IMPLEMENTATION OF THE MOA

12. This MOA will be effective on the date it is fully executed by the parties.

13. The United States, together with its expert consultants and agents may, with reasonable notice to the State, tour WRC to assess compliance with this MOA.

14. Within a reasonable time in advance of the tour, the United States shall identify any expert consultants it plans to use on the tour.

15. The United States and its attorneys, expert consultants, and agents shall have reasonable access to the facilities, documents, records, residents, and employees of WRC upon reasonable notice to the State for the purpose of confirming sustained compliance with the SRC and compliance with this MOA. Such access shall continue until this MOA is terminated as set forth in paragraph 18 below.

16. Throughout the duration of the MOA, the United States and its expert consultants and agents will maintain the confidentiality of WRC residents' medical and personal information, to the fullest extent allowed by law.

17. The United States will make its experts available for verbal exit conferences during any tour. Preliminary findings will be shared at that time.

18. This MOA will terminate on April 1, 2010.

19. All parties shall bear their own costs, including attorneys' fees, related to assessing compliance with this MOA.

IV. DISPUTE RESOLUTION

20. The parties will work in good faith to meet the terms of this MOA and maintain the goal of ensuring appropriate care for the residents of the WRC.

21. This MOA is binding upon the parties, by and through their officials, agents, employees, assigns, and successors.

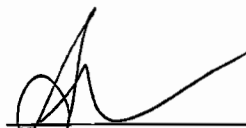
22. If the State fails to comply with this MOA in whole or in part, the United States retains the right to seek appropriate judicial relief in federal court if, after thirty (30) days prior written notice to the State of the breach, the State has failed to cure such breach during the thirty (30) day period. Nothing in this MOA shall be construed to preclude the State from asserting any legal defense or theory in any legal proceeding.

V. MODIFICATION OF THE MOA


23. If, at any time, any party to this MOA desires to modify it for any reason, that party will notify the other party in writing of the proposed modification and the reasons therefore. No modification will occur unless there is written agreement by the parties.

AGREED TO:

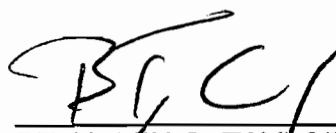
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3/31/09