

RIGHTS OF PERSONS SERVED

Application and intent of these rights

These rights apply to persons served in a program licensed under MN Statutes, chapter 245D. The company will ensure that the person's rights in the services provided by the company and as authorized in the *Coordinated Service and Support Plan* are exercised and protected by all staff of the company including subcontractors, temporary staff, and volunteers. This document will be signed and dated by the person served and/or legal representative and maintained in the service recipient record at service initiation and annually thereafter.

Service-related rights

A person's service-related rights include the right to:

1. Participate in the development and evaluation of the services provided to the person.

We encourage you to let this company know what services you need and want and upon evaluation, how we can modify the services to better meet your desired service outcomes.

2. Have services and supports identified in the *Coordinated Service and Support Plan* and/or *Coordinated Service and Support Plan Addendum* provided in a manner that respects and takes into consideration the person's preferences according to the requirements in MN Statutes, section 245D.07 and 245D.071.

You may notify us of your needs, interests, preferences, and desired outcomes so we may be able improve the services to you and to the best of our ability.

3. Refuse or terminate services and be informed of the consequences of refusing or terminating services.

If you are not satisfied with your services, you may discuss your concerns and dissatisfaction with us at any time. Further discussions may also include information and/or conversations with your support team.

4. Know, in advance, limits to the services available from the license holder, including the license holder's knowledge, skill, and ability to meet the person's service and support needs.

We will notify you prior to service initiation if there are any limits to the services that we will provide. If you are not satisfied with the limitations, you may consider all options available for services to meet your needs.

5. Know conditions and terms governing the provision of services, including the license holder's admission criteria and policies and procedures related to temporary service suspension and service termination.

This company's *Policy and Procedure on Admission* contains information on our admission criteria. If we are no longer able to continue providing you with services, you have the right to know what the procedures are in the *Policy and Procedure on Temporary Service Suspension* and the *Policy and Procedure on Service Termination*. You will always receive an explanation, in a way that you can understand, of what is occurring and why.

6. A coordinated transfer to ensure continuity of care when there will be a change in provider.

Regardless of the situation that brings forth a change in service provider, this company will provide information and work in cooperation with your support team to ensure a smooth transfer between providers.

7. Know what the charges are for services, regardless of who will be paying for the services, and be notified of changes in those charges.

You have the right to be provided with information regarding the charges for the services. If the charges for the services change, you have the right to know of that change.

8. Know, in advance, whether services are covered by insurance, government funding, or other sources, and be told of any charges the person or other private party may have to pay.

Services provided to you by this company will be charged to the correct payment source. If you are responsible to pay for some of your services, we will work with you and your team on how that process will occur.

Company Name

- 9. Receive licensed services from an individual who is competent and trained, who has professional certification or licensure, as required, and who meets additional qualifications identified in the *Coordinated Service and Support Plan* and/or *Coordinated Service and Support Plan Addendum*.**

The services you receive from this company will be provided by staff that have received training and are competent to provide you with services as directed by the *Coordinated Service and Support Plan* and *Coordinated Service and Support Plan Addendum*.

Protection-related rights

A person's protection-related rights include the right to:

- 1. Have personal, financial, service, health, and medical information kept private, and be advised of disclosure of this information by the license holder.**

Your information will be private at all times except for case consultation, treatment, and discussion. This company will ensure that only those records needed for the appropriate care, treatment, and delivery of services are made available to those individuals who are directly involved in that delivery.
- 2. Access records and recorded information about the person in accordance with applicable state and federal law, regulation, or rule.**

You may access your records or have copies. This company will follow all laws, regulations, or rules regarding privacy including the Health Insurance Portability and Accountability Act (HIPAA), the Minnesota Data Practices, MN Statutes, chapter 13, and the Home and Community-Based Services Standards, MN Statutes, chapter 245D.
- 3. Be free from maltreatment.**

You have the right to live without the fear of abuse, neglect, or financial exploitation. If any of these were to occur, this company has policies and procedures in place to help protect your ongoing safety and the safety of others.
- 4. Be free from restraint, time out, seclusion, restrictive intervention, or other prohibited procedure identified in section 245D.06, subd. 5 or successor provisions, except for: (i) emergency use of manual restraint to protect the person from imminent danger to self or others according to the requirements in 245D.061 or successor provisions or (ii) the use of safety interventions as part of a positive support transition plan under section 245D.06, subd. 8 or successor provisions.**

Staff are trained on positive support strategies, not using prohibited procedures according to state law, and that you have the right to be free from coercion.
- 5. Receive services in a clean and safe environment when the license holder is the owner, lessor, or tenant of the service site.**

We value maintaining the service or program site in a clean and safe environment. If you have concerns regarding the service site, please notify your staff who will take your concern seriously and will notify appropriate personnel.
- 6. Be treated with courtesy and respect and receive respectful treatment of the person's property.**

Staff will do all that they can to respect you as an individual and other aspects of your life including your property. If you feel that you or your property are not being treated with courtesy and respect by the company, staff, or other individuals; please notify the staff.
- 7. Reasonable observance of cultural and ethnic practice and religion.**

You have the right to observe and participate in activities of cultural and ethnic practice or religion of your choice.
- 8. Be free from bias and harassment regarding race, gender, age, disability, spirituality, and sexual orientation.**

You are a unique person and have the right to live, work, and engage in environments free of bias and harassment.
- 9. Be informed of and use the license holder's grievance policy and procedures, including knowing how to contact persons responsible for addressing problems and to appeal under section 256.045.**

Company Name

At any time, you may contact your legal representative, case manager, an advocate, or someone within the company if you are not satisfied with services being provided in order to make a formal complaint.

10. Know the name, telephone number, and the Web site, e-mail, and street addresses of protection and advocacy services, including the appropriate state-appointed ombudsman, and a brief description of how to file a complaint with these offices.

Should you choose to voice a grievance, you will not be retaliated against. Please see the list of contact information for protection and advocacy agencies at the end of the *Policy and Procedure on Grievances*.

11. Assert these rights personally, or have them asserted by the person's family, authorized representative, or legal representative, without retaliation.

We will support you in actively asserting your rights. Your family, authorized representative, or legal representative also have the right to assert these for you and on your behalf without retaliation.

12. Give or withhold written informed consent to participate in any research or experimental treatment.

You have the right to know all terms and conditions regarding any type of research or experimental treatment and have those explained to you in a manner in which you understand. You may consult with your legal representative or other support team members before making a final informed consent or refusal.

13. Associate with other persons of the person's choice, in the community.

You may choose to spend time with others of your choice (including in the community) and to have private visits with them. If someone wants to visit with you, you have the right to meet or refuse to meet with them.

14. Personal privacy including the right to use the lock on the person's bedroom or unit door.

You have the right to privacy to the level you choose including the use of a lock on your bedroom door or unit.

15. Engage in chosen activities.

You have the right to choose, refuse, or engage in the activities planned by you, your family, your support team, staff and other persons. You also can choose your services, schedule, and people with whom you spend time and if you want to work. Your provider may support you to work as agreed upon within your support plan.

16. Access to the person's personal possessions at any time, including financial resources.

You have the right to access your possessions and you may access your financial resources when you choose. You can control your own personal funds and authorize your provider to assist with management of those funds, as you desire.

For persons residing in a residential site licensed according to MN Statutes, chapter 245A, or where the license holder is the owner, lessor, or tenant of the residential service site, protection-related rights also include the right to:

1. Have daily, private access to and use of a non-coin-operated telephone for local calls and long-distance calls made collect or paid for by the person.

You may use the house phone on a daily basis and have private conversations. If you make long distance or collect calls, you will be expected to pay for those charges yourself. Because the company phone is used by others, please be considerate of the needs of others.

2. Receive and send, without interference, uncensored, unopened mail or electronic correspondence or communication.

No one other than yourself or someone you have given permission to may open and/or read your mail or e-mail/electronic correspondence. You may also send mail or e-mail/electronic correspondence without concern that your privacy will be violated.

3. Have use of and free access to common areas in the residence and the freedom to come and go from the residence at will.

Company Name

This company considers the residence you live in as your home and therefore you have use of and access to the common areas within the home including the kitchen, dining area, laundry, and shared living areas, to the extent desired. Your bedroom remains your private area and is not considered a common area of the residence. Since common areas are shared, please be respectful of others and their use of the areas. As this is your home, you may come and go at will.

4. Choose the person's visitors and times of visits and have privacy for visits with the person's spouse, next of kin, legal counsel, religious adviser, or others, in accordance with section 363A.09 of the Human Rights Act, including privacy in the person's bedroom

You have the right to privacy for visits with persons of your choice and may do so in the privacy of your own bedroom, including the time of the visits.

5. Have access to three nutritionally balanced meals and nutritious snacks between meals each day.

This company believes in providing healthy meals to you as well as nutritious snacks throughout the day. We value your health and wellness regarding food and beverages and nutritious intake.

6. The freedom and support to access food and potable water at any time.

This company values your health and will provide you with access to drinkable water and nutritious meals and snacks. This includes having the freedom and support to access food at any time.

7. The freedom to furnish and decorate the person's bedroom or living unit.

We understand that having a space that suits your preferences, wants, and needs is important, and the company will support you in decorating your bedroom or unit as you choose.

8. A setting that is clean and free from accumulation of dirt, grease, garbage, peeling paint, mold, vermin, and insects.

The company knows that is important to have a home that is clean and welcoming for you and we will do what we can to meet this requirement. Please contact us if you have questions or concerns about the setting.

9. A setting that is free from hazards that threaten the person's health or safety.

Your health and safety are very important to us and we want to ensure that there are no hazards that could threaten that. Please contact us if you have questions or concerns about the setting.

10. A setting that meets the definition of a dwelling unit within a residential occupancy as defined in the State Fire Code.

This company follows and will meet state and local requirements of a dwelling unit. Please contact us if you have questions or concerns about the setting.

I understand that only to protect my health, safety, and well-being can my rights be restricted. If they are or will be restricted, I have received an explanation of what the right restriction means and that the company must document and implement this restriction according to MN Statutes, chapter 245D. It has also been explained to me that the company will support me in getting my rights returned to me as soon as possible. Yes No

I have received a written notice identifying my rights. Yes No

These rights have been explained to me in a manner in which I understand. Yes No

Person served/legal representative

Date

++POLICY AND PROCEDURE ON GRIEVANCES

I. PURPOSE

The purpose of this policy is to promote service recipient right by providing persons served and/or legal representatives with a simple process to address complaints or grievances.

II. POLICY

Each person served and/or legal representative will be encouraged and assisted in continuously sharing ideas and expressing concerns in informal discussions with management staff and in support team meetings. Each concern or grievance will be addressed and attempts will be made to reach a fair resolution in a reasonable manner. Should a person and/or legal representative feel an issue or complaint has not or cannot be resolved through informal discussion, they should file a formal grievance. Staff and persons served and/or legal representatives will receive training regarding the informal and formal grievance procedure. This policy will be provided, orally and in writing, to all persons served and/or legal representatives. If a person served and/or legal representative feel that their formal complaint has not or cannot be resolved by other staff (Designated Coordinator or Designated Manager), they may bring their complaint to the highest level of authority in the program, the Executive Director, who may be reached at the following:

Name: Kate Bottiger

Address: 5900 Green Oak Drive, Suite 204, Minnetonka, MN 55343

Telephone Number: 952-200-3030

The company will ensure that during the service initiation process that there is orientation for the person served and/or legal representative to the company's policy on addressing grievances. Throughout the grievance procedure, interpretation in languages other than English and/or with alternative communication modes may be necessary and will be provided upon request. If desired, assistance from an outside agency (i.e. ARC, MN Office of the Ombudsman, local county social service agency) may be sought to assist with the grievance.

Persons served and/or legal representatives may file a grievance without threat or fear of reprisals, discharge, or the loss of future provision of appropriate services and supports.

III. PROCEDURE

- A. All complaints affecting a person's health and safety will be responded to immediately by the manager.
- B. Direct support staff will immediately inform the manager of any grievances and will follow this policy and procedure. If at any time, staff assistance is requested in the complaint process, it will be provided. Additional information on outside agencies that also can provide assistance to the person served and/or legal representative are listed at the end of this procedure.
- C. If for any reason a person served and/or legal representative chooses to use the formal grievance process, they will then notify in writing or discuss the formal grievance with the manager will initially respond in writing within 14 calendar days of receipt of the complaint.
- D. If the person served and/or legal representative is not satisfied with the manager response, they will then notify in writing or discuss the formal grievance with the Executive Director, who will then respond within 14 calendar days.
- E. All complaints must and will be resolved within 30 calendar days of receipt of the complaint. If this is not possible, the Executive Director will document the reason for the delay and the plan for resolution.



- F. If the person served and/or legal representative believe their rights have been violated, they retain the option of contacting the county's Adult or Child Protection Services or the Department of Human Services. In addition, persons may contact advocacy agencies (listed at the end of this policy) and state they would like to file a formal grievance regarding their services, provider company, etc.
- G. As part of the complaint review and resolution process, a complaint review will be completed by the Designated Manager or the Designated Coordinator and documented by using the *Internal Review* form regarding the complaint. The complaint review will include an evaluation of whether:
 1. Related policies and procedures were followed.
 2. The policies and procedures were adequate.
 3. There is a need for additional staff training.
 4. The complaint is similar to past complaints with the persons, staff, or services involved.
 5. There is a need for corrective action by the company to protect the health and safety of persons served.
- H. Based upon the results of the complaint review, the company will develop, document, and implement a corrective action plan designed to correct current lapses and prevent future lapses in performance by staff or the company, if any.
- I. A written summary of the complaint and a notice of the complaint resolution to the person served and/or legal representative and case manager will be provided by using the *Complaint Summary and Resolution Notice* form. This summary will:
 1. Identify the nature of the complaint and the date it was received.
 2. Include the results of the complaint review.
 3. Identify the complaint resolution, including any corrective action.
- J. The *Complaint Summary and Resolution Notice* will be maintained in the service recipient record.

Outside Agency Name	Telephone Number	Address and Email Address
ARC MN	(651) 523-0823 (800) 582-5256	770 Transfer Road, Suite 26, St. Paul, MN 55114 www.thearcofminnesota.org mail@arcmn.org
ARC Greater Twin Cities	(952) 920-0855	2446 University Ave W, Suite 110, St. Paul, MN 55114 www.arcgreatertwincities.org info@arcgreatertwincities.org
ARC Northland	(218) 726-4725	424 W Superior St, Suite 201, Duluth, MN 55802 www.arcnorthland.org cbourrage@arcnorthland.org
Disability Law Center/Legal Aid Society	(612) 332-1441	430 1 st Ave North, Minneapolis, MN 55401 www.mndlc.org website@mylegalaid.org
MN DHS-Licensing	(651) 431-6500	444 Lafayette Road, St. Paul, MN 55115 www.mn.gov/dhs/general-public/licensing/ dhs.info@state.mn.us
MN Office of the Ombudsman for Families (and Children)	(651) 603-0058 (651) 643-2539 Fax 1-888-234-4939	1450 Energy Drive, Suite 106 St. Paul, Minnesota 55108 http://mn.gov/ombudfam/
MN Office of the Ombudsman for	(651) 757-1800 (800) 657-3506	121 7 th Place East, Suite 420, Metro Square Building, St. Paul, MN 55101

MH/DD		www.ombudmhdd.state.mn.us ombudsman.mhdd@state.mn.us
MN Office of the Ombudsman for Long-Term Care	(651) 431-2555 (800) 657-3591	P.O. Box 64971, St. Paul, MN 55164 www.dhs.state.mn.us/main dhs.info@state.mn.us
Local County Social Service Agency: ask for either child protection or adult protection dependent upon the age of the person	Individual telephone number per county: Hennepin County Adult Protection	Individual addresses per county: http://www.hennepin.us/residents/human-services/adult-protection 612-543-9912 https://edocs.dhs.state.mn.us/lfserver/Public/DHS-0005-ENG

MN Area on Aging:

Please select the specific row (below) for applicable telephone number or address based upon your location

	MN Area on Aging	Telephone Numbers	Address and Email Address: http://mn4a.org/aaas/
1.	Metropolitan Area Agency on Aging	Main: 651-641-8612 Fax: 651-641-8618	2365 N McKnight Road, Suite 3 North St. Paul, Minnesota 55109 Serves: Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, & Washington counties



POLICY AND PROCEDURE ON REPORTING AND REVIEW OF MALTREATMENT OF VULNERABLE ADULTS

I. PURPOSE

The purpose of this policy is to establish guidelines for the internal and external reporting and the internal review of maltreatment of vulnerable adults.

II. POLICY

Staff who are mandated reporters must report all of the information they know regarding an incident of known or suspected maltreatment, either internally or externally, in order to meet their reporting requirements under law. All staff of the company who encounter maltreatment of a vulnerable adult will take immediate action to ensure the safety of the person(s) served. Staff will define maltreatment of vulnerable adults as abuse, neglect, or financial exploitation and will refer to the definitions from Minnesota Statutes, section 626.5572 at the end of this policy. Staff are to conduct themselves in a supportive and respectful manner which does not maltreat Vulnerable Adults.

Staff will refer to the *Policy and Procedure on Reporting and Review of Maltreatment of Minors* regarding suspected or alleged maltreatment of persons 17 years of age or younger.

III. PROCEDURE

- A. Staff of the company who encounter maltreatment of a vulnerable adult, age 18 or older, will take immediate action to ensure the safety of the person or persons as well as the safekeeping of their funds and property. If a staff knows or suspects that a vulnerable adult is in immediate danger, they will call "911."
- B. If a staff knows or suspects that maltreatment of a vulnerable adult has occurred, they must make a report immediately (within 24 hours) internally to the company or externally to the Minnesota Adult Abuse Reporting Center. Should the staff choose to make a report directly to an external agency, they must make the report by notifying the Minnesota Adult Abuse Reporting Center.
- C. To make a report internally to the company, staff must make a verbal report to their supervisor or Director of Community Living. The Director of Community Living is the primary individual responsible for receiving internal reports of maltreatment and for forwarding internal reports to the Minnesota Adult Abuse Reporting Center. If there are reasons to believe that the Director of Community Living is involved in the alleged or suspected maltreatment, the Assistant Director of Community Living is the secondary individual responsible for receiving internal reports of maltreatment and for forwarding internal reports to the Minnesota Adult Abuse Reporting Center.
- D. To make a report externally to the Minnesota Adult Abuse Reporting Center staff can call **844-880-1574** or report at mn.gov/dhs/reportadultabuse/.
- E. When reporting the alleged or suspected maltreatment, either internally or externally, staff will include as much information as known and will cooperate with any subsequent investigation.
- F. For internal reports of suspected or alleged maltreatment, the person who received the report will:
 1. Contact the Minnesota Adult Abuse Reporting Center if the report is determined to be suspected or alleged maltreatment.



2. Ensure an *Incident and Emergency Report* has been completed.
 3. Inform the case manager within 24 hours of reporting maltreatment, unless there is reason to believe that the case manager is involved in the suspected maltreatment. The person who received the report will disclose to the case manager the:
 - a. Nature of the activity or occurrence reported
 - b. The agency that received the report
 4. Complete and mail the *Notification to an Internal Reporter* to the home address of the staff who reported the maltreatment within two working days in a manner that protects the reporter's confidentiality. The notification must indicate whether or not the company reported externally Minnesota Adult Abuse Reporting Center. The notice must also inform the staff that if the company did not report externally and they are not satisfied with that decision, they may still make the external report to the Minnesota Adult Abuse Reporting Center themselves. It will also inform the staff that they are protected against any retaliation if they decide to make a good faith report to the Minnesota Adult Abuse Reporting Center on their own.
- G. When the company has knowledge that an internal or external report of alleged or suspected maltreatment has been made, an internal review will be completed. The Director of Community Living is the primary individual responsible for ensuring that internal reviews are completed for reports of maltreatment. If there are reasons to believe that the Director of Community Living is involved in the alleged or suspected maltreatment, the Assistant Director of Community Living is the secondary individual responsible for ensuring that internal reviews are completed.
- H. The *Internal Review* will be completed within 30 calendar days. The person completing it will:
 1. Ensure an *Incident and Emergency Report* has been completed.
 2. Contact the lead investigative agency if additional information has been gathered.
 3. Coordinate any investigative efforts with the lead investigative agency by serving as the company contact, ensuring that staff cooperate, and that all records are available.
 4. Complete an *Internal Review* which will include the following evaluations of whether:
 - a. Related policies and procedures were followed
 - b. The policies and procedures were adequate
 - c. There is a need for additional staff training
 - d. The reported event is similar to past events with the vulnerable adults or the services involved
 - e. There is a need for corrective action by the license holder to protect the health and safety of the vulnerable adult(s)
 5. Complete the *Alleged Maltreatment Review Checklist* and compile together all documents regarding the report of maltreatment.

I. Based upon the results of the internal review, the company will develop, document, and implement a corrective action plan designed to correct current lapses and prevent future lapses in performance by staff or the company, if any.

J. Internal reviews must be made accessible to the commissioner immediately upon the commissioner's request for internal reviews regarding maltreatment.



- K. The company will provide an orientation to the internal and external reporting procedures to all persons served and/or legal representatives. This orientation will include the telephone number and website for the Minnesota Adult Abuse Reporting Center. This orientation for each new person to be served will occur within 24 hours of admission, or for persons who would benefit more from a later orientation, the orientation may take place within 72 hours.
- L. Staff will receive training on this policy, MN Statutes, section 245A.65 and sections 626.557 and 626.5572 and their responsibilities related to protecting persons served from maltreatment and reporting maltreatment. This training must be provided within 72 hours of first providing direct contact services and annually thereafter.

MINNESOTA STATUTES, SECTION 626.5572 DEFINITIONS

Subdivision 1. Scope.

For the purpose of section [626.557](#), the following terms have the meanings given them, unless otherwise specified.

Subd. 15. Maltreatment.

"Maltreatment" means abuse as defined in subdivision 2, neglect as defined in subdivision 17, or financial exploitation as defined in subdivision 9.

Subd. 2. Abuse.

"Abuse" means:

(a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of:

- (1) assault in the first through fifth degrees as defined in sections [609.221](#) to [609.224](#);
- (2) the use of drugs to injure or facilitate crime as defined in section [609.235](#);
- (3) the solicitation, inducement, and promotion of prostitution as defined in section [609.322](#); and
- (4) criminal sexual conduct in the first through fifth degrees as defined in sections [609.342](#) to [609.3451](#).

A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction.

(b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following:

- (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult;
- (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; or
- (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult unless authorized under applicable licensing requirements or Minnesota Rules, chapter 9544.



(c) Any sexual contact or penetration as defined in section [609.341](#), between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility.

(d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another.

(e) For purposes of this section, a vulnerable adult is not abused for the sole reason that the vulnerable adult or a person with authority to make health care decisions for the vulnerable adult under sections [144.651](#), [144A.44](#), chapter 145B, 145C or 252A, or section [253B.03](#) or 524.5-313, refuses consent or withdraws consent, consistent with that authority and within the boundary of reasonable medical practice, to any therapeutic conduct, including any care, service, or procedure to diagnose, maintain, or treat the physical or mental condition of the vulnerable adult or, where permitted under law, to provide nutrition and hydration parenterally or through intubation. This paragraph does not enlarge or diminish rights otherwise held under law by:

- (1) a vulnerable adult or a person acting on behalf of a vulnerable adult, including an involved family member, to consent to or refuse consent for therapeutic conduct; or
- (2) a caregiver to offer or provide or refuse to offer or provide therapeutic conduct.

(f) For purposes of this section, a vulnerable adult is not abused for the sole reason that the vulnerable adult, a person with authority to make health care decisions for the vulnerable adult, or a caregiver in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the vulnerable adult in lieu of medical care, provided that this is consistent with the prior practice or belief of the vulnerable adult or with the expressed intentions of the vulnerable adult.

(g) For purposes of this section, a vulnerable adult is not abused for the sole reason that the vulnerable adult, who is not impaired in judgment or capacity by mental or emotional dysfunction or undue influence, engages in consensual sexual contact with:

- (1) a person, including a facility staff person, when a consensual sexual personal relationship existed prior to the caregiving relationship; or
- (2) a personal care attendant, regardless of whether the consensual sexual personal relationship existed prior to the caregiving relationship.

Subd. 9. Financial exploitation.

"Financial exploitation" means:

(a) In breach of a fiduciary obligation recognized elsewhere in law, including pertinent regulations, contractual obligations, documented consent by a competent person, or the obligations of a responsible party under section [144.6501](#), a person:

- (1) engages in unauthorized expenditure of funds entrusted to the actor by the vulnerable adult which results or is likely to result in detriment to the vulnerable adult; or
- (2) fails to use the financial resources of the vulnerable adult to provide food, clothing, shelter, health care, therapeutic conduct or supervision for the vulnerable adult, and the failure results or is likely to result in detriment to the vulnerable adult.

(b) In the absence of legal authority a person:



- (1) willfully uses, withholds, or disposes of funds or property of a vulnerable adult;
- (2) obtains for the actor or another the performance of services by a third person for the wrongful profit or advantage of the actor or another to the detriment of the vulnerable adult;
- (3) acquires possession or control of, or an interest in, funds or property of a vulnerable adult through the use of undue influence, harassment, duress, deception, or fraud; or
- (4) forces, compels, coerces, or entices a vulnerable adult against the vulnerable adult's will to perform services for the profit or advantage of another.

(c) Nothing in this definition requires a facility or caregiver to provide financial management or supervise financial management for a vulnerable adult except as otherwise required by law.

Subd. 17. Neglect.

Neglect means neglect by a caregiver or self-neglect.

(a) "Caregiver neglect" means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is:

- (1) reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and
- (2) which is not the result of an accident or therapeutic conduct.

(b) "Self-neglect" means neglect by a vulnerable adult of the vulnerable adult's own food, clothing, shelter, health care, or other services that are not the responsibility of a caregiver which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort.

(c) For purposes of this section, a vulnerable adult is not neglected for the sole reason that:

- (1) the vulnerable adult or a person with authority to make health care decisions for the vulnerable adult under sections [144.651](#), [144A.44](#), chapter 145B, 145C, or 252A, or sections [253B.03](#) or [524.5-101](#) to [524.5-502](#), refuses consent or withdraws consent, consistent with that authority and within the boundary of reasonable medical practice, to any therapeutic conduct, including any care, service, or procedure to diagnose, maintain, or treat the physical or mental condition of the vulnerable adult, or, where permitted under law, to provide nutrition and hydration parenterally or through intubation; this paragraph does not enlarge or diminish rights otherwise held under law by:
 - (i) a vulnerable adult or a person acting on behalf of a vulnerable adult, including an involved family member, to consent to or refuse consent for therapeutic conduct; or
 - (ii) a caregiver to offer or provide or refuse to offer or provide therapeutic conduct; or
- (2) the vulnerable adult, a person with authority to make health care decisions for the vulnerable adult, or a caregiver in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the vulnerable adult in lieu of medical care, provided that this is consistent with the prior practice or belief of the vulnerable adult or with the expressed intentions of the vulnerable adult;
- (3) the vulnerable adult, who is not impaired in judgment or capacity by mental or emotional dysfunction or undue influence, engages in consensual sexual contact with:
 - (i) a person including a facility staff person when a consensual sexual personal relationship existed prior to the caregiving relationship; or
 - (ii) a personal care attendant, regardless of whether the consensual sexual personal relationship existed prior to the caregiving relationship; or



(4) an individual makes an error in the provision of therapeutic conduct to a vulnerable adult which does not result in injury or harm which reasonably requires medical or mental health care; or

(5) an individual makes an error in the provision of therapeutic conduct to a vulnerable adult that results in injury or harm, which reasonably requires the care of a physician, and:

(i) the necessary care is provided in a timely fashion as dictated by the condition of the vulnerable adult;

(ii) if after receiving care, the health status of the vulnerable adult can be reasonably expected, as determined by the attending physician, to be restored to the vulnerable adult's preexisting condition;

(iii) the error is not part of a pattern of errors by the individual;

(iv) if in a facility, the error is immediately reported as required under section [626.557](#), and recorded internally in the facility;

(v) if in a facility, the facility identifies and takes corrective action and implements measures designed to reduce the risk of further occurrence of this error and similar errors; and

(vi) if in a facility, the actions required under items (iv) and (v) are sufficiently documented for review and evaluation by the facility and any applicable licensing, certification, and ombudsman agency.

(d) Nothing in this definition requires a caregiver, if regulated, to provide services in excess of those required by the caregiver's license, certification, registration, or other regulation.

(e) If the findings of an investigation by a lead agency result in a determination of substantiated maltreatment for the sole reason that the actions required of a facility under paragraph (c), clause (5), item (iv), (v), or (vi), were not taken, then the facility is subject to a correction order. An individual will not be found to have neglected or maltreated the vulnerable adult based solely on the facility's not having taken the actions required under paragraph (c), clause (5), item (iv), (v), or (vi). This must not alter the lead agency's determination of mitigating factors under section [626.557, subdivision 9c](#), paragraph (c).



POLICY AND PROCEDURE ON REPORTING AND REVIEW OF MALTREATMENT OF MINORS

I. PURPOSE

The purpose of this policy is to establish guidelines for the reporting and internal review of maltreatment of minors (children) in care.

II. POLICY

Staff who are mandated reporters must report externally all of the information they know regarding an incident of known or suspected maltreatment of a child, in order to meet their reporting requirements under law. All staff of the company who encounter maltreatment of a minor will take immediate action to ensure the safety of the child. Staff will define maltreatment as sexual abuse, physical abuse, or neglect and will refer to the definitions from MN Statutes, chapter 260E at the end of this policy.

Any person may voluntarily report to the local welfare agency, agency responsible for assessing or investigating the report, police department, the county sheriff, tribal social services agency, or tribal police department if the person knows, has reason to believe, or suspects a child is being maltreated. Staff of the company cannot shift the responsibility of reporting maltreatment to an internal staff person or position. In addition, if a staff knows or has reason to believe a child is being or has been maltreated within the preceding three years, the staff must immediately (as soon as possible but within 24 hours) make a report to the local welfare agency, agency responsible for assessing or investigating the report, police department, the county sheriff, tribal social services agency, or tribal police department.

Staff will refer to the *Policy and Procedure on Reporting and Review of Maltreatment of Vulnerable Adults* regarding suspected or alleged maltreatment of individuals 18 years of age or older.

III. PROCEDURE

- A. Staff of the company who encounter maltreatment of a child, age 17 or younger, will take immediate action to ensure the safety of the child or children. If a staff knows or suspects that a child is in immediate danger, they will call "911" or local law enforcement.
- B. Staff mandated to report maltreatment within a licensed facility will report the information to the agency responsible for licensing the facility. If the mandated reporter is unsure of what agency to contact, they will contact the county agency and follow their direction.
- C. Staff who know or suspect that a child has been maltreated but is not in immediate danger will report to:



1. The local child welfare agency if an alleged perpetrator is a parent, guardian, family child care provider, family foster care provider, or an unlicensed personal care provider.
 2. The Minnesota Department of Human Services, Licensing Division, 651-431-6600, if alleged maltreatment was committed by a staff person at a child care center, residential treatment center (children's mental health), group home for children, minor parent program, shelter for children, chemical dependency treatment program for adolescents, waived services program for children, crisis respite program for children, or residential program for children with developmental disabilities.
 3. Minnesota Department of Health, Office of Health Facility Complaints, 651-201-4200 or 800-369-7994, if alleged maltreatment occurred in a home health care setting, hospital, regional treatment center, nursing home, intermediate care facility for the developmentally disabled, or licensed and unlicensed care attendants.
- D. Reports regarding incidents of maltreatment of children occurring within a family or in the community should be made to the local county social services agency or local law enforcement referencing the phone numbers contained within this policy.
- E. When verbally reporting the alleged maltreatment to the external agency, the mandated reporter will include as much information as known to identify the child, any persons responsible for the maltreatment (if known), and the nature and extent of the maltreatment, and the name and address of the reporter.
- F. If the report of suspected maltreatment within the company, the report should also include any actions taken by the company in response to the incident. If a staff attempts to report the suspected maltreatment internally, the person receiving the report will remind the staff of the requirement to report externally.
- G. A verbal report of suspected maltreatment that is made to one of the listed agencies by a mandated reporter must be followed by a written report to the same agency within 72 hours, exclusive of weekends and holidays.
- H. When the company has knowledge that an external report of alleged or suspected maltreatment has been made, an internal review will be completed. The Director of Community Living is the primary individual responsible for ensuring that internal reviews are completed for reports of maltreatment. If there are reasons to believe that the Director of Community Living is involved in the alleged or suspected maltreatment, the Designated Coordinator is the secondary individual responsible for ensuring that internal reviews are completed.
- I. The *Internal Review* will be completed within 30 calendar days. The person completing it will:
1. Ensure an *Incident and Emergency Report* has been completed.
 2. Contact the lead investigative agency if additional information has been gathered.
 3. Coordinate any investigative efforts with the lead investigative agency by serving as the company contact, ensuring that staff cooperate, and that all records are available.
 4. Complete an *Internal Review* which will include the following evaluations of whether:
 - a. Related policies and procedures were followed
 - b. The policies and procedures were adequate
 - c. There is a need for additional staff training
 - d. The reported event is similar to past events with the children or the services involved



- e. There is a need for corrective action by the license holder to protect the health and safety of the children in care
- 5. Complete the *Alleged Maltreatment Review Checklist* and compile together all documents regarding the report of maltreatment.

- J. Based upon the results of the internal review, the company will develop, document, and implement a corrective action plan designed to correct current lapses and prevent future lapses in performance by individuals or the company, if any.

- K. Internal reviews must be made accessible to the commissioner immediately upon the commissioner’s request for internal reviews regarding maltreatment.

- L. Staff will receive training on this policy, MN Statutes, section 142B.54 and chapter 260E and their responsibilities related to protecting children in care from maltreatment and reporting maltreatment. This training must be provided within 72 hours of first providing direct contact services and annually thereafter.

EXTERNAL AGENCIES

COUNTY	DAY	EVENING/WEEKEND
AITKIN	(218) 927-7200 or (800) 328-3744	(218) 927-7400
ANOKA	(763) 422-7215	(651) 291-4680
BECKER	(218) 847-5628	(218) 847-2661
BELTRAMI	(218) 333-4223	(218) 751-9111
BENTON	(320) 968-5087	(320) 968-7201
BIG STONE	(320) 839-2555	(320) 815-0215
BLUE EARTH	(507) 304-4111	(507) 625-9034



BROWN	(507) 354-8246	(507) 233-6720
CARLTON	(218) 879-4511	(218) 384-3236
CARVER	(952) 361-1600	(952) 442-7601
CASS	(218) 547-1340	(218) 547-1424
CHIPPEWA	(320) 269-6401	(320) 269-2121
CHISAGO	(651) 213-5600	(651) 257-4100
CLAY	(218) 299-5200	(218) 299-5151
CLEARWATER	(218) 694-6164	(218) 694-6226
COOK	(218) 387-3620	(218) 387-3030
COTTONWOOD	(507) 831-1891	(507) 831-1375
CROW WING	(218) 824-1140	(218) 829-4740
DAKOTA	(952) 891-7459	(952) 891-7171
DODGE	(507) 635-6170	(507) 635-6200
DOUGLAS	(320) 762-2302	(320) 762-8151
FARIBAULT	(507) 526-3265	(507) 526-5148
FILLMORE	(507) 765-2175	(507) 765-3874
FREEBORN	(507) 377-5400	(507) 377-5205
GOODHUE	(651) 385-3232	(651) 385-3155



GRANT	(218) 685-4417	(800) 797-6190
HENNEPIN	(612) 348-3552	(612) 348-8526
HOUSTON	(507) 725-5811	(507) 725-3379
HUBBARD	(218) 732-1451	(218) 732-3331
ISANTI	(763) 689-1711	(763) 689-2141
ITASCA	(218) 327-2941	(218) 326-8565
JACKSON	(507) 847-4000	(507) 847-4420
KANABEC	(320) 679-6350	(320) 679-8400
KANDIYOHI	(320) 231-7800	(320) 235-1260
KITTSOON	(218) 843-2689	(218) 843-3535
KOOCHICHING	(218) 283-7000	(218) 283-4416
LAC QUI PARLE	(320) 598-7594	(320) 598-3720
LAKE	(218) 834-8400	(218) 834-8385
LAKE OF THE WOODS	(218) 634-2642	(218) 634-1143
LE SUEUR	(507) 357-8288	(507) 357-8545
LINCOLN	(800) 810-8816	(507) 694-1664
LYON	(800) 657-3760	(507) 537-7666
MAHNOMEN	(218) 935-2568	(218) 935-2255



MARSHALL	(218) 745-5124	(218) 745-5411
MARTIN	(507) 238-4757	(507) 238-4481
MC LEOD	(320) 864-3144	(320) 864-3134
MEEKER	(320) 693-5300	(320) 693-5400
MILLE LACS	(320) 983-8208	(320) 983-8250
MORRISON	(320) 632-2951	(320) 632-9233
MOWER	(507) 437-9700	(507) 437-9400
MURRAY	(800) 657-3811	(507) 836-6168
NICOLLET	(507) 386-4528	(507) 931-1570
NOBLES	(507) 295-5213	(507) 372-2136
NORMAN	(218) 784-5400	(218) 784-7114
OLMSTED	(507) 328-6400	(507) 328-6583
OTTER TAIL	(218) 998-8150	(218) 998-8555
PENNINGTON	(218) 681-2880	(218) 681-6161
PINE	(320) 591-1570	(320) 629-8380
PIPESTONE	(507) 825-6720	(507) 825-6792
POLK	(218) 281-8483	(218) 281-0431
POPE	(320) 634-5750	(320) 634-5411



RAMSEY	(651) 266-4500	(651) 291-6795
RED LAKE	(218) 253-4131	(218) 253-2996
REDWOOD	(507) 637-4050	(507) 637-4036
RENVILLE	(320) 523-2202	(320) 523-1161
RICE	(507) 332-6115	(507) 210-8524
ROCK	(507) 283-5070	(507) 283-5000
ROSEAU	(218) 463-2411	(218) 463-1421
SCOTT	(952) 445-7751	(952) 496-8484
SHERBURNE	(763) 241-2600	(763) 241-2500
SIBLEY	(507) 237-4000	(507) 237-4330
ST. LOUIS	N. (218) 749-7128 or S. (218) 726-2012	N. (218) 749-6010 or S. (218) 727-8770
STEARNS	(320) 656-6225	(320) 251-4240
STEELE	(507) 444-7500	(507) 444-3800
STEVENS	(320) 589-7400	(320) 589-2141
SWIFT	(320) 843-3160	(320) 843-3133
TODD	(320) 732-4500	(320) 732-2157
TRAVERSE	(320) 563-8255	(320) 563-4244



WABASHA	(651) 565-3351	(651) 565-3361
WADENA	(218) 631-7605	(218) 631-7600
WASECA	(507) 835-0560	(507) 835-0500
WASHINGTON	(651) 430-6457	(651) 291-6795
WATONWAN	(507) 375-3294	(507) 507-3121
WILKIN	(218) 643-8013	(218) 643-8544
WINONA	(507) 457-6200	(507) 457-6368
WRIGHT	(763) 682-7449	(763) 682-1162
YELLOW MEDICINE	(320) 564-2211	(320) 564-2130

DEPARTMENT OF HUMAN SERVICES LICENSING DIVISION MALTREATMENT INTAKE: 651-431-6600

MINNESOTA STATUTES, CHAPTER 260E.03 DEFINITIONS

As used in this section, the following terms have the meanings given them unless the specific content indicates otherwise:

Subd. 12. **Maltreatment.** "Maltreatment" means any of the following acts or omissions:

- (1) egregious harm under subdivision 5;
- (2) neglect under subdivision 15;
- (3) physical abuse under subdivision 18;
- (4) sexual abuse under subdivision 20;
- (5) substantial child endangerment under subdivision 22;



- (6) threatened injury under subdivision 23;
- (7) mental injury under subdivision 13; and
- (8) maltreatment of a child in a facility

Subd. 5. **Egregious harm.** "Egregious harm" means the infliction of bodily harm to a child or neglect of a child which demonstrates a grossly inadequate ability to provide minimally adequate parental care. The egregious harm need not have occurred in the state or in the county where a termination of parental rights action is otherwise properly venued. Egregious harm includes, but is not limited to:

- (1) conduct towards a child that constitutes a violation of sections [609.185](#) to [609.2114](#), [609.222](#), [subdivision 2](#), [609.223](#), or any other similar law of any other state;
- (2) the infliction of "substantial bodily harm" to a child, as defined in section [609.02](#), [subdivision 7a](#);
- (3) conduct towards a child that constitutes felony malicious punishment of a child under section [609.377](#);
- (4) conduct towards a child that constitutes felony unreasonable restraint of a child under section [609.255](#), [subdivision 3](#);
- (5) conduct towards a child that constitutes felony neglect or endangerment of a child under section [609.378](#);
- (6) conduct towards a child that constitutes assault under section [609.221](#), [609.222](#), or [609.223](#);
- (7) conduct towards a child that constitutes solicitation, inducement, or promotion of, or receiving profit derived from prostitution under section [609.322](#);
- (8) conduct towards a child that constitutes murder or voluntary manslaughter as defined by United States Code, title 18, section 1111(a) or 1112(a);
- (9) conduct towards a child that constitutes aiding or abetting, attempting, conspiring, or soliciting to commit a murder or voluntary manslaughter that constitutes a violation of United States Code, title 18, section 1111(a) or 1112(a); or
- (10) conduct toward a child that constitutes criminal sexual conduct under sections [609.342](#) to [609.345](#)

Subd. 15. **Neglect.** (a) "Neglect" means the commission or omission of any of the acts specified under clauses (1) to (8), other than by accidental means:

- (1) failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health, medical, or other care required for the child's physical or mental health when reasonably able to do so;
- (2) failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
- (3) failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child's own basic needs or safety, or the basic needs or safety of another child in their care;



(4) failure to ensure that the child is educated as defined in sections 120A.22 and 260C.163, subdivision 11, which does not include a parent's refusal to provide the parent's child with sympathomimetic medications, consistent with section 125A.091, subdivision 5;

(5) prenatal exposure to a controlled substance, as defined in section 253B.02, subdivision 2, used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child at birth, medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;

(6) medical neglect, as defined in section 260C.007, subdivision 6, clause (5);

(7) chronic and severe use of alcohol or a controlled substance by a person responsible for the child's care that adversely affects the child's basic needs and safety; or

(8) emotional harm from a pattern of behavior that contributes to impaired emotional functioning of the child, which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

(b) Nothing in this chapter shall be construed to mean that a child is neglected solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care.

(c) This chapter does not impose upon persons not otherwise legally responsible for providing a child with necessary food, clothing, shelter, education, or medical care a duty to provide that care.

Subd. 18. **Physical abuse.** (a) "Physical abuse" means any physical injury, mental injury under subdivision 13, or threatened injury under subdivision 23, inflicted by a person responsible for the child's care on a child other than by accidental means, or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized under section 125A.0942 or 245.825.

(b) Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian that does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by section 121A.582.

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(c) For the purposes of this subdivision, actions that are not reasonable and moderate include, but are not limited to, any of the following:

- (1) throwing, kicking, burning, biting, or cutting a child;
- (2) striking a child with a closed fist;
- (3) shaking a child under age three;
- (4) striking or other actions that result in any nonaccidental injury to a child under 18 months of age;
- (5) unreasonable interference with a child's breathing;
- (6) threatening a child with a weapon, as defined in section 609.02, subdivision 6;
- (7) striking a child under age one on the face or head;
- (8) striking a child who is at least age one but under age four on the face or head, which results in an injury;
- (9) purposely giving a child:
 - (i) poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner in order to control or punish the child; or
 - (ii) other substances that substantially affect the child's behavior, motor coordination, or judgment; that result in sickness or internal injury; or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances;
- (10) unreasonable physical confinement or restraint not permitted under section 609.379, including but not limited to tying, caging, or chaining; or
- (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under section 121A.58

Subd. 20. **Sexual abuse.** "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child, or by a person in a current or recent position of authority, to any act that constitutes a violation of section 609.342 (criminal sexual conduct in the first degree), 609.343 (criminal sexual conduct in the second degree), 609.344 (criminal sexual conduct in the third degree), 609.345 (criminal sexual conduct in the fourth degree), 609.3451 (criminal sexual conduct in the fifth degree), or 609.352 (solicitation of children to engage in



sexual conduct; communication of sexually explicit materials to children). Sexual abuse also includes any act involving a child that constitutes a violation of prostitution offenses under sections 609.321 to 609.324 or 617.246. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes child sex trafficking as defined in section 609.321, subdivisions 7a and 7b. Sexual abuse includes threatened sexual abuse, which includes the status of a parent or household member who has committed a violation that requires registration as an offender under section 243.166, subdivision 1b, paragraph (a) or (b), or required registration under section 243.166, subdivision 1b, paragraph (a) or (b).

Subd. 22. **Substantial child endangerment.** "Substantial child endangerment" means that a person responsible for a child's care, by act or omission, commits or attempts to commit an act against a child under their care that constitutes any of the following:

- (1) egregious harm under subdivision 5;
- (2) abandonment under section 260C.301, subdivision 2;
- (3) neglect under subdivision 15, paragraph (a), clause (2), that substantially endangers the child's physical or mental health, including a growth delay, which may be referred to as failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
- (4) murder in the first, second, or third degree under section 609.185, 609.19, or 609.195;
- (5) manslaughter in the first or second degree under section 609.20 or 609.205;
- (6) assault in the first, second, or third degree under section 609.221, 609.222, or 609.223;
- (7) solicitation, inducement, and promotion of prostitution under section 609.322;
- (8) criminal sexual conduct under sections 609.342 to 609.3451;
- (9) solicitation of children to engage in sexual conduct under section 609.352;
- (10) malicious punishment or neglect or endangerment of a child under section 609.377 or 609.378;
- (11) use of a minor in sexual performance under section 617.246; or
- (12) parental behavior, status, or condition that mandates that the county attorney file a termination of parental rights petition under section 260C.503, subdivision 2.



Subd. 23. **Threatened injury.** (a) "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury.

(b) Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care, as defined in subdivision 17, who has:

(1) subjected a child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm under subdivision 5 or a similar law of another jurisdiction;

(2) been found to be palpably unfit under section 260C.301, subdivision 1, paragraph (b), clause (4), or a similar law of another jurisdiction;

(3) committed an act that resulted in an involuntary termination of parental rights under section 260C.301, or a similar law of another jurisdiction; or

(4) committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative under Minnesota Statutes 2010, section 260C.201, subdivision 11, paragraph (d), clause (1), section 260C.515, subdivision 4, or a similar law of another jurisdiction.

(c) A child is the subject of a report of threatened injury when the local welfare agency receives birth match data under section 260E.14, subdivision 4, from the Department of Human Services.

Subd. 13. **Mental injury.** "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.