Exhibit A

“Settlement Commitments Matrix”

Jeff D. Settlement Agreement Commitments Section	Jeff D. Settlement Agreement Commitments	Referenced Jeff D. Settlement Agreement Outcomes Section	Class Counsel Status	Class Counsel Comments with Evidence / Indicators	DHW Status	DHW Evidence / Indicators	DHW Obstacles to Compliance	DHW Current Activity
A. Services Provided to Class Members	18. Class Members shall be provided all of the services set forth in the Services and Supports document, defined in Appendix C, that are necessary to meet their individualized mental health strengths and needs as recommended by a practitioner of the healing arts.	A. Services Outcomes	This requirement has not been timely fulfilled and Defendants are not in substantial compliance with the Commitment.	Thousands of Class Members cannot access the services and supports they need as indicated in the QMIA reports.				
A. Services Provided to Class Members	19. The Parties agree that Class Members with more intensive needs shall be provided Intensive Care Coordination (ICC), as defined in the Services and Supports document. Under this Agreement, Class Members with more intensive needs include any Class Member who either has a qualifying Child and Adolescent Needs and Strengths (CANS) tool score, as developed pursuant to paragraphs 32 and 35, or meets one of the following criteria: a. Is at substantial risk of out-of-home placement due to mental health needs; b. Has experienced three (3) or more foster care placements within twenty-four (24) months for reasons related to mental health needs; c. Is involved with multiple child-serving systems related to his or her mental health needs; d. Is under age twelve (12) and has been hospitalized for reasons related to mental health needs within the last six (6) months; e. Is under age twelve (12), has been detained within the last six (6) months, and has unmet mental health needs; f. Has experienced more than one hospitalization for mental health needs within the last twelve (12) months; or g. Is currently in an out-of-home placement due to mental health needs and could be discharged safely to their home or community within up to ninety (90) days if adequate home and community-based supports were provided.	A. Services Outcomes	This requirement has not been timely fulfilled and Defendants are not in substantial compliance with the Commitment.	Data indicate far fewer youths are served than the number identified as youth with more intensive needs. The number eligible would be higher still as only half of expected Class Members were identified in SFY 2025.				
A. Services Provided to Class Members	20. Class Members who are provided ICC shall be afforded a formal Child and Family Team ("CFT") in accordance with the Practice Model, attached hereto as Appendix B.	A. Services Outcomes	This requirement has not been timely fulfilled and Defendants are not in substantial compliance with the Commitment.	Data show very few youths (less than 200 per quarter) receive formal CFT service.				
A. Services Provided to Class Members	21. Class Members who are provided ICC shall continue receiving ICC until the CFT determines that the ICC Class Member no longer meets medical necessity for ICC and has the CFT has approved a transition plan.	A. Services Outcomes	This requirement has not been timely fulfilled and Defendants are not in substantial compliance with the Commitment.	See above. See also Magellan data showing length of care for ICC services well below what is appropriate. Also, a CFT cannot determine that ICC is no longer needed if the CFT doesn't exist or function properly.				
A. Services Provided to Class Members	22. Class Members shall have access to services on a voluntary basis whenever informed consent can be obtained. Involuntary treatment or relinquishment of custody to Idaho shall not be a condition for accessing, providing, or paying for services and supports provided under this Agreement.	A. Services Outcomes	This requirement has not been timely fulfilled and Defendants are not in substantial compliance with the Commitment.	This item has not been fulfilled inasmuch as many youths who ought to have access to care do not. For instance, Defendants discontinued services for over 300 percent of poverty group due to budget constraints. Moreover, thousands of youths that are likely Class Members have not been screened or assessed and therefore do not have access to services. Many youths with more intensive needs cannot access appropriate treatment due to lack of providers, services, and placements.				
A. Services Provided to Class Members	23. Financial need or income eligibility is not required for access to services for Class Members. Class Members' Families who have the ability to pay for care, after taking into account their existing financial obligations, may be required to reimburse a reasonable amount of the total actual costs of the services. No Class Member shall be denied services because of the inability to reimburse the cost of services.	A. Services Outcomes	Unclear about the present status of this Commitment.	Limitations to YES services have been imposed on youths who are not financially eligible for Medicaid, in violation of the Agreement. The Department has not provided any data indicating it is presently complying with this provision.				
A. Services Provided to Class Members	24. Defendants shall establish, within six (6) months following approval of this Agreement by the District Court, an initial expected range of Class Members that will utilize the Services and Supports provided pursuant to this Agreement. Defendants shall annually update this expected Class Member service utilization range so that Class Members who need them will be provided Services and Supports under this Agreement. Defendants shall timely provide Services and Supports statewide within the annually established service utilization range.	A. Services Outcomes	This Commitment has been partially met in so far as an expected range of Class Members has been completed and updated annually. There has not been an estimate of utilization demand, and Defendants do not provide Services and Supports to the annually established range of Class Members.	Data shows that providing services to Class Members falls well short of expected need, especially for youth with more intensive needs. Also, the data is not reported in a manner that allows for determination of services utilization based on need or Level of Care. Data also does not show whether services are timely provided .				

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B. Principles of Care and Practice Model	25. Defendants have adopted and shall implement a Practice Model for delivering publicly-funded mental health services and supports to Class Members. The Practice Model, more fully described in Appendix B, provides the framework for providing services and supports to Class Members under this Agreement. The Practice Model describes the expected client experience of care within Idaho's children's mental health system over the course of intake, assessment, treatment and transition.	B. Principles of Care and Practice Model Outcomes	This requirement has not been timely fulfilled and Defendants are not in substantial compliance with the Commitment.	Inasmuch as the Service Descriptions and Access Map have not been completed, the Practice Model remains largely undefined. As well, there is no quality assurance measure in place to assess compliance with a Practice Model.				
B. Principles of Care and Practice Model	26. Defendants shall provide services to Class Members in accordance with the Principles of Care and the Practice Model, as set forth in Appendix B. Defendants shall use the Principles of Care and the Practice Model to: a. Inform and guide the management and delivery of publicly-funded mental health services and supports; b. Describe the treatment and support activities that providers undertake; and c. Describe how services and supports are coordinated among child-serving systems and providers.	B. Principles of Care and Practice Model Outcomes	This requirement has not been timely fulfilled and Defendants are not in substantial compliance with the Commitment.	See above. The Practice Model has not been operationalized and services and supports provided are inadequate to meet Class Members' needs.				
B. Principles of Care and Practice Model	27. Defendants shall use the CFT approach for engagement, mental health treatment planning, service coordination, and case management for Class M embers, as defined and described in the Practice Model.	B. Principles of Care and Practice Model Outcomes	This requirement has not been timely fulfilled and Defendants are not in substantial compliance with the Commitment.	See above. CFTs are not happening in anything like the number served and/or intensity of service required to meet this obligation.				
C. Access to Care	28. Defendants have adopted an Access Model that describes how Class Members access the full array of services and supports under this Agreement, attached as Appendix A. The Access Model provides an overarching protocol for how Class Members are identified, and how they move into, through, and out of Idaho's children's mental health system of care.	C. Access Outcomes	To the extent this item requires completion of the Access Map, it is unfulfilled and Defendants are not in compliance with the Commitment.					
C. Access to Care	29. Defendants will use the Access Model to describe procedures or processes to: a. Inform, identify, and screen potential Class Members in child-serving systems, as well as other discrete groups or populations of children at heightened risk of serious emotional disorders (e.g., homeless youth); b. Refer and allow self-referral of potential Class Members for screening and assessment; c. Assess individuals who screen positive for unmet mental health needs and connect Class Members to services; d. Plan for and provide timely services under this Agreement to Class Members for whom services are medically necessary, based on the assessment; e. Provide for continuously-coordinated care for Class Members; and f. Transition Class Members between levels of care to the adult mental health system or to the community.	C. Access Outcomes	This requirement has not been timely fulfilled and Defendants are not in substantial compliance with the Commitment.	In addition to the shortcomings in providing required care outlined above, this item is not fulfilled due to inadequate informing, identifying, and screening potential Class Members, and failure to systematically follow-up on positive screens to connect Class Members to services. Evidence also suggests that many youths are not provided continuously-coordinated care, as evidenced by lack of ICC services and cross-system coordination.				
C. Access to Care	30. Defendants shall amend the Access Model to include protocols for: a. Identifying and referring potential Class Members for screening; b. Referring potential Class Members for an assessment, including those potential Class Members identified as having unmet mental health needs as a result of the screening process as well as those potential Class Members for whom screening is optional, as described in paragraph 33; c. Offering services to Class Members and firmly linking those who accept services to providers and care planning; and d. Transitioning Class Members between levels of care, out of care, and into the adult mental health system, which shall include, but is not limited to: i. a process for transitioning out of care those Class Members who no longer meet eligibility requirements pursuant to paragraph 2; and ii. an expedited process for former Class Members to transition back into care if they meet eligibility requirements pursuant to paragraph 2.	C. Access Outcomes	See above.	See above.				

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C. Access to Care	31. Defendants may further amend or update the Access Model over time, consistent with the purposes and intent of paragraphs 28 through 30, subject to the modification process described in this Agreement, paragraph 97.	C. Access Outcomes	NA					
C. Access to Care	32. Defendants shall implement the Child and Adolescent Needs and Strengths (CANS) tool for use in delivering services and supports to Class Members pursuant to this Agreement. The CANS is an assessment strategy and communication tool that Defendants will use to inform: screening, assessment, care planning, level of care decisions, standardization of referrals, clinical practice, measurement of individual outcomes, resource and program management, and improvement of service access and service coordination consistent with Principles of Care and Practice Model.	C. Access Outcomes	This item is partially completed.	CANS assessments have been broadly implemented and include a level of care decision algorithm. CANS screening has not been implemented. Additionally, there is little evidence that the tool is used in care planning, level of care decisions, standardization of referrals, clinical practice, measurement of individual outcomes, resource and program management, and improvement of service access and service coordination.				
C. Access to Care	33. Defendants shall develop, adopt, and administer an age-appropriate screen to children with unmet mental health needs in order to identify potential Class Members. Defendants will refer children who screen positive for an assessment. Defendants shall not require an identifying screen as a prerequisite to receiving an assessment under this Agreement. Children/youth not needing to be screened shall include those who: a. Were previously identified as Class Members, but are not presently receiving intensive mental health services; b. Have had a clinical mental health assessment that was completed within last six (6) months that indicates the presence of a mental health condition c. IDJC or DHW's Division of Family and Community Services (FACS) identifies through assessment processes as Class Members; or d. Request, through their parents or legal guardians, an assessment.	C. Access Outcomes	This requirement has not been timely fulfilled and Defendants are not in substantial compliance with the Commitment.	Defendants have refused to implement the CANS screen as required. Additionally, the various screens used are not designed specifically to identify potential Class Members. Also, referrals to assessment for youths who screen positive are typically up to parents or youth, not the Department, as required.				
C. Access to Care	34. Defendants shall develop, adopt, and administer a clinical mental health assessment for potential Class Members referred for assessment, including those identified using the age-appropriate screen, pursuant to paragraph 33. Defendants will use the assessment to identify mental health diagnosis and functional impairments in order to determine whether a potential Class Member is eligible to become a Class Member. Defendants will also use the assessment to inform individualized treatment planning.	C. Access Outcomes	This item has been partially completed.	The CANS assessment has been developed and is widely used. However, the CANS has not been formally used to determine whether a potential Class Member is eligible to become a Class Member.				
C. Access to Care	35. Defendants shall use a transparent process to establish the threshold levels of functional impairment used to identify, through use of the CANS tool, potential Class Members who are eligible (a) to become Class Members, pursuant to paragraph 2, and (b) for ICC services, pursuant to paragraph 19, in consultation with clinical expert(s), mutually agreed to by the Parties.	C. Access Outcomes	This item was partially completed some time ago. However, the Department has asserted that a qualifying CANS score does not establish Class Member eligibility and the Department does not have procedures to identify categorical eligibility for ICC.	This item is further complicated because the Department is seeking to change the CANS process to limit who is a Class Member, and to change the determination regarding whether a youth has more intensive needs.				

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C. Access to Care	36. The Parties agree that Class Members shall be provided the services set forth in the Services and Supports document that are necessary to meet their individualized mental health strengths and needs as recommended by a practitioner of the healing arts without regard to their eligibility for Medicaid. Defendants agree to use their resources efficiently by fully accessing Medicaid funds when delivering services and supports to Class Members. Defendants will implement and administer Idaho's Medicaid program to provide services to the fullest extent allowed under the Medicaid Act, including (a) services that are currently covered under Idaho's State Medicaid Plan, Idaho's Children's Health Insurance Plan (CHIP), and Idaho's Behavioral Health Plan 1915(b) waiver, and (b) those services that are Medicaid coverable, including all services and supports that are eligible for federal financial participation pursuant to the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) provisions of the Medicaid Act, 42 U.S.C. §§ 1396d(r)(5), 1396a(a)(10)(A), 1396a(a)(43) and 396d(a)(4)(B). Defendants shall provide information and conduct outreach activities to educate and encourage Class Members and their families to apply for Medicaid or CHIP.	C. Access Outcomes	This requirement has not been timely fulfilled and Defendants are not in substantial compliance with the Commitment.	Same issue as above regarding providing access to services, and providing care to youths not eligible for Medicaid. This item also requires outreach and informing, for which the Department has not provided evidence of substantial compliance.				
C. Access to Care	37. Defendants shall make descriptions or explanations of the Services and Supports, the Principles of Care and the Practice Model, and the Access Model easily and publicly accessible to Class Members, their families, and other stakeholders, including, but not limited to, conspicuously posting information on Defendants' websites.	C. Access Outcomes	This requirement has not been timely fulfilled and Defendants are not in substantial compliance with the Commitment.	The lack of completed Crosswalk, Access Map, Practice Manual, Due Process Protocol, and QMIA Plan is strong evidence that this item has not been fulfilled.				
C. Access to Care	38. Defendants shall develop and implement a statewide communication plan for outreach and education of the community, stakeholders, and families about potential Class Members who are eligible to become Class Members, the nature and purposes of services pursuant to this Agreement, and how to access services.	C. Access Outcomes	A Communication Plan was developed years ago. We do not have current information regarding whether the plan is being implemented.					
D. Workforce Training and Development	39. Defendants shall develop and implement a workforce development plan (a) to develop and strengthen the workforce in order to deliver Services and Supports pursuant to this Agreement; and (b) to operationalize the Principles of Care and Program Model system wide. The workforce development plan shall include a proposal for how Defendants will address any identified gaps in the workforce capacity necessary to meet the needs of Class Members and deliver services within the utilization range established pursuant to paragraph 24. The workforce development plan shall also include a strategy to develop sustainable regional and statewide education, training, coaching, mentoring, and technical assistance to public and private providers who serve Class Members pursuant to this Agreement.	D. Workforce Training and Development Outcomes	This requirement has not been timely fulfilled and Defendants are not in substantial compliance with the Commitment.	A draft report soliciting comments was shared recently, and Class Counsel provided substantial feedback; but no further information has been made available as to its completion process or deadline.				

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D. Workforce Training and Development	40. Defendants will develop a Practice Manual to guide and facilitate access to services set forth in the Services and Supports document. The Practice Manual shall be based on the Principles of Care, the Practice Model, and the Access Model. The Practice Manual shall include instructions and guidance for agency staff, providers, and other system and community stakeholders. The Practice Manual topics shall include, but need not be limited to: a. Goals of the system of care as described in this Agreement; b. Definitions; c. Identification, referral, screening, and assessment of Class Members; d. The CFT approach; e. Collaboration and coordination with other system and community partners; f. Roles and responsibilities of providers, CFT members, and agencies; g. The services and supports that are available; h. Access to services and supports; i. Billing and service reporting; j. Identification and description of decision points, to include who makes the decision and any criteria to be used in making the decision; and k. Procedures for reviewing, reconsidering or disputing decisions and an appeal process consistent with due process requirements.	D. Workforce Training and Development Outcomes	This requirement has not been timely fulfilled and Defendants are not in substantial compliance with the Commitment.	The Practice Manual is out of date and undergoing edits. Completing the Plan is challenging, however, in that the authoritative documents on which it is based are not completed. It is not likely that an updated version that does not incorporate these authoritative documents will fulfill this requirement and achieve compliance with the Agreement.				
D. Workforce Training and Development	41. Defendants will direct, through training and contracts, agency staff, providers, and other system and community stakeholders to follow the Practice Manual, developed pursuant to paragraph 40, and the Principles of Care and Practice Model when delivering services and supports to Class Members pursuant to this Agreement.	D. Workforce Training and Development Outcomes	Status unknown.					
D. Workforce Training and Development	42. Defendants will educate and train agency staff, providers, and other relevant system and community stakeholders how to: a. Identify and refer potential Class Members for screening and assessment using the Access Model; b. Implement and use the CANS tool for screening, assessment, care planning, and evaluation of outcomes; and c. Provide services and supports consistent with the Practice Manual and the Practice Model.	D. Workforce Training and Development Outcomes	This item appears to have not been fulfilled.	The evidence of noncompliance is the inability of agency staff, providers, and other relevant system and community stakeholders to consistently or adequately comply with the required items a-c.				
E. Due Process	43. Defendants shall develop and adopt a centralized and impartial process to address and track complaints as part of the CFT approach, pursuant to paragraph 27, which may run concurrent to the formal appeal process, described in paragraphs 44 through 47. Class members and their families or legal guardians may choose, but are not required, to participate in this complaint process. This provision does not waive or replace Class Members' rights to due process as provided pursuant to this Agreement and under federal and state laws and regulations. The complaint process is intended to address Class Members' and caregivers' concerns related to their dissatisfaction with a process or a provider at the lowest or most appropriate organizational level possible. The process will include documentation of the complaint, a specific time frame to act upon the complaint, and documentation of the outcome.	E. Due Process Outcomes	This item has been partially completed.	The Complaint process is in use, although parents may not be aware of how to use it to resolve issues they are experiencing. The Rights and Resolutions Report has undergone substantial improvements in the reporting of specific complaints and the resolutions and timeliness for complaints. There is no information on outcomes of fair hearings. The notices of action and outcomes are not being collected.				

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E. Due Process	44. Defendants shall provide written notice of action to a Class Member under the following circumstances: a.When Defendants determine that an individual is not a Class Member, following an assessment; or b.When Defendants deny or limit a requested service; or c.When Defendants reduce, suspend, or terminate a currently authorized service; or d.When Defendants deny, in whole or in part, payment for a service.	E. Due Process Outcomes	This item has been partially completed.	The Due Process Workgroup has reviewed the Magellan notices. Magellan provides notices if class members have been denied services or have limited the service. SHW appears not to provide notices of whether a child will not be admitted. It is known that Defendants do not determine whether an individual is a Class Member following assessment or provide written notice of the same to the individual assessed. The Department has provided a proposal to ensure that Class Members are provided Jeff D. Due Process Protections relating to formal appeals.				
E. Due Process	45. Defendants shall provide written notice that includes: a. The action Defendants have taken or intend to take and legal authority for the action; b. The rationale for the action including the written documentation consulted and relied upon which supports the action; c. The right to file a request for a fair hearing; d. The specific timeline and procedure for applying for a fair hearing; e. A summary of the fair hearing procedures and the citation to the rules governing fair hearing and the web address link to those procedures; f. The right to have assistance with an appeal and contact information for family advocacy organizations; g. When an expedited resolution is available and how to request an expedited resolution; h. The right to have benefits continue, pending resolution of the appeal, how to request benefits continue, and the circumstances under with the Class Member's family may be required to pay for the continued services; and i. The option to engage in the complaint process as described in paragraph 43.	E. Due Process Outcomes	This item has been partially completed.	The Due Process Workgroup has reviewed the notices from Magellan, DBH and Liberty. The notices provide different levels of information, including some of the required elements, but not all.				
E. Due Process	46.Defendants shall inform Class Members of the circumstances in which they have a right to receive a notice of action and request a fair hearing through written informational materials. Defendants shall provide these informational materials with the decision and on their respective websites.	E. Due Process Outcomes	This item has been partially completed.	The Due Process Workgroup has been working on informational materials including pamphlets on appeals and complaints, parent Guidebook for families, updates to the Practice Manual and FAQs, a set of appeal videos and more. The informational materials are not provided with the decision but is on the web site. Medicaid has not provided a formal identification and notification procedure to inform class members of their rights under the Settlement Agreement. The proposed notice procedure is limited to after a youth/parent has filed an appeal.				
E. Due Process	47. Defendants shall require contracted providers to comply with the notice and informing provisions of this section.	E. Due Process Outcomes	This requirement has not been timely fulfilled and Defendants are not in substantial compliance with the Commitment.	Challenges include failure to identify documentation that was reviewed for purposes of an appeal, requiring Public Records request to obtain records, and requestimng information parents have no access to. See above for additional examples of contracted providers' failure to fully comply with the due process requirements, indicating Defendants' failure to require the same.				
E. Due Process	48. As part of the Quality Management, Improvement and Accountability Plan, described in paragraph 52, Defendants shall collect and report data on written notices of action, complaints, and fair hearings requests and outcomes.	E. Due Process Outcomes	This item has been partially completed.	The information on the number of appeals and complaints is collected and reported in Rights and Resolutions Report. There is no information on outcomes of fair hearings. The notices of action and outcomes are not being collected.				
F. Governance and Interagency Collaboration	49. Defendants shall establish and use a collaborative interagency Governance structure to coordinate and oversee implementation of this Agreement. The governance structure shall include an Interagency Governance Team (IGT). An initial description of the interagency Governance structure, including the IGT, is set forth in Appendix D.	F. Governance and Interagency Collaboration Outcomes	This item was previously fulfilled. However, the Legislature eliminated the appointing authority for the IGT, so there is work to be done to ensure this item remains fulfilled and in compliance with the Agreement.					
F. Governance and Interagency Collaboration	50. Defendants shall adopt operational guidelines for carrying out the purposes and responsibilities of the IGT, as described in the Governance appendix.	F. Governance and Interagency Collaboration Outcomes	This was fulfilled back in 2018. However, those operational guidelines are virtually defunct.	In order to maintain compliance with this requirement, the IGT may need to update the operational guidelines.				

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F. Governance and Interagency Collaboration	51. Defendants shall encourage engagement and active involvement of Class Members, their families, and other community stakeholders in planning and evaluation activities related to implementation of, and performance under, this Agreement. At a minimum, Defendants shall include a current or former Class Member representative, a parent or family member of a current or former Class Member representative, and a children's mental health consumer or family advocacy organization representative as part of the Interagency Governance Team.	F. Governance and Interagency Collaboration Outcomes	Fulfillment of this item has been trending down for some time.	Defendants have limited resources available to the IGT, restricted public meetings in frequency and duration, and discouraged parents and youths from participating in person. The adversity has resulted in a far less capable IGT than formerly.				
G. Quality Management, Improvement, and Accountability	52. Defendants shall develop and implement a Quality Management, Improvement and Accountability (QMIA) plan for monitoring and reporting on Class-Member outcomes, system performance, and progress on implementation of this Agreement, as well as for ensuring continuous quality improvement at the clinical, program and system levels. The QMIA plan shall include goals, objectives, tools, resources, and feedback mechanisms needed to: a. Measure, assess and report on progress on meeting this Agreement's Commitments, achieving the Outcomes, sustaining performance, and satisfying the Exit Criteria; and b. Build on existing quality assurance and improvement processes to achieve a collaborative QMIA system for mental health programs and services across Defendants' child-serving systems.	G. Quality Management, Improvement, and Accountability Outcomes	This implementation requirement has not been timely fulfilled and Defendants are not in substantial compliance with the Commitment.	A QMIA plan update has been in the works for a long time. Completion of the update is not expected in the near term. In the meantime, implementation of Defendant's QMIA plan is uncertain, at best, and dysfunctional at worst.				
G. Quality Management, Improvement, and Accountability	53. The QMIA System shall develop system-wide capabilities to: a. Consistently, routinely, and accurately monitor progress implementing this Agreement, and document the achievements or satisfaction of Commitments, Outcomes, sustained performance requirements and Exit Criteria; b. Determine and measurably improve core-system and cross-system program administration and management competencies necessary for successful implementation of the Agreement; c. Monitor, measure, and evaluate multi-level (e.g., clinical, provider, program, system) information on access, performance, outcomes, service quality, and cross-system collaboration; d. Regularly communicate the information developed in subsections a-c with managers, decision-makers, supervisors, clinicians, young people and families, the public, and the parties; e. Improve clinical and program quality by (i) providing feedback of clinical and program experience and data to clinicians, supervisors, and managers; (ii) identifying effective treatment practices and teaching those practices to clinicians, supervisors, and managers; f. Make CANS data available in real time; and g. Set goals for improving system accessibility, performance, outcomes, service quality, and cross-system collaboration over time in order to comply with the Agreement's Commitments and sustained performance requirements, and achieve the intended Outcomes and Exit Criteria.	G. Quality Management, Improvement, and Accountability Outcomes	This requirement has not been timely fulfilled and Defendants are not in substantial compliance with the Commitment.	A plan to fulfill these requirements doesn't exist and there is limited evidence of compliance for items b., c., d., e., or g. Quarterly reports provide considerable information to meet item a., but many improvements are needed to ensure that appropriate information is available to monitor and management implementation and compliance. Making CANS data available in real time does not appear to be functional since Magellan became the YES MCO.				
G. Quality Management, Improvement, and Accountability	54. Defendants shall complete development of and begin to implement the QMIA plan within nine (9) months after the District Court gives approval of the Agreement. Defendants agree to implement the QMIA plan consistent with its terms.	G. Quality Management, Improvement, and Accountability Outcomes	This requirement was fulfilled as regards completing development and beginning implementation. But see above.					

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G. Quality Management, Improvement, and Accountability	55. In order to accurately measure and report on progress implementing the Agreement, Defendants shall routinely measure, analyze, and publicly report (not less than quarterly or as determined in the QMIA planning process) on regional and statewide QMIA indicators and data that include, but are not limited to: a. The number and characteristics of potential Class Members estimated, screened, assessed, and determined eligible for services and supports under this Agreement; b. The number and characteristics of Class Members that receive any mental health services and supports; c. The quality, scope, intensity, duration, type, funding source, and program provider of services and supports provided pursuant to this Agreement to Class Members; d. Service quality, satisfaction, and outcomes for Class Members and their families; e. Expenditures on each service and support segregated by agency that provides them, by region, and by key demographic data utilizing a reporting format and content uniform across systems; and f. Number, basis, and outcomes of complaints and appeals;	G. Quality Management, Improvement, and Accountability Outcomes	This requirement has been partially fulfilled.	The QMIA Quarterly reports and Family Surveys provide considerable information as required. However, critical information is not reported including a. number screened, or determined eligible; b. annualized, unduplicated data on number served; c. quality, scope, intensity, and duration of service and supports; e. expenditures by service and agency; f. outcomes of complaints and appeals.				
G. Quality Management, Improvement, and Accountability	56. The Parties will jointly develop, and Defendants will initiate on a jointly agreed date, a Quality Review (QR) process to be used to objectively assess and improve clinical practice and program effectiveness system wide. The QR process is an effective tool for identifying program strengths and needs and providing critical information on how to improve practice. The components of the QR process shall include, but are not limited to: a. Quality and outcome measures at the clinical and program levels; b. A representational sampling of cases, as agreed to by the Parties; c. Evaluation of the case sampling by a team of reviewers that will include at least one independent, neutral monitor. The evaluation includes: i. Interviews with Class Members and their families that agree to participate in the process, CFT members, and others associated with the Class Members who might have relevant information about the Class Members' experience of care; and ii. File reviews. d. A QR instrument and rating system to be used by the reviewing team when evaluating the case sampling; and e. Use of QR results to help identify best practices and support quality improvement in clinical practice and program performance.	G. Quality Management, Improvement, and Accountability Outcomes	This was completed initially. However, Defendants ended their original QR process more than a year ago. Efforts to develop an alternative process have stalled and QR reports have fallen well behind the annual requirement. The last report covered the period SFY 2023-24.	Discussions have been ongoing since September 2025. We have indications that an agreement may be possible, but have been unable to get clarification on the details.				
G. Quality Management, Improvement, and Accountability	57. Defendants shall conduct QRs on a periodic basis, as agreed upon by the Parties, but not less than annually, beginning after the start of the implementation period on the date specified in paragraph 56 and throughout the sustained performance period.	G. Quality Management, Improvement, and Accountability Outcomes	This implementation requirement has not been timely fulfilled and Defendants are not in substantial compliance with the Commitment.	The QR reports are years in arrears and the prospect of a report this year is slipping away.				
G. Quality Management, Improvement, and Accountability	58. Defendants shall publicly report the QR results on an annual basis. As part of the annual reports, Defendants will identify "lessons learned" from the QRs with recommendations regarding steps to be taken, if any, to improve clinical and program quality.	G. Quality Management, Improvement, and Accountability Outcomes	This implementation requirement has not been timely fulfilled and Defendants are not in substantial compliance with the Commitment.	See above.				
H. Implementation Plan	59. The Parties agree to establish an implementation work group (IWG) comprised of Plaintiffs' counsel, Defendants' counsel, and children's mental health stakeholders with knowledge relevant to system beneficiaries, services and processes. The IWG is intended to help facilitate successful implementation planning as prescribed by this Agreement. The IWG will convene with sufficient frequency to develop the Implementation Plan. The Implementation Plan will be developed within nine (9) months after the District Court gives final approval of the Agreement. The IWG may meet in person or by conference call as necessary.	H. Implementation Plan Outcomes	This Commitment was fulfilled and continues to be fulfilled.					

Jeff D. Settlement Agreement Commitments Section	Jeff D. Settlement Agreement Commitments	Referenced Jeff D. Settlement Agreement Outcomes Section	Class Counsel Status	Class Counsel Comments with Evidence / Indicators	DHW Status	DHW Evidence / Indicators	DHW Obstacles to Compliance	DHW Current Activity
H. Implementation Plan	60. Defendants shall develop an Implementation Plan working collaboratively with the IWG that provides: a. Sufficient specific details such that the District Court may determine from the four corners of the plan whether it is reasonably capable of achieving the terms of the Agreement; and b. Routine measuring, assessment, and reporting on whether substantial and sufficient progress is being made to assure that when completed, the Commitments and Outcomes are met and the system is sustainable over time.	H. Implementation Plan Outcomes	This Commitment was fulfilled.					
H. Implementation Plan	61. The Implementation Plan shall, at a minimum: a. Identify and sequence tasks necessary to fulfill the Commitments and achieve the Outcomes provided in this Agreement; b. Develop and use quality assurance and improvement procedures to measure, assess, manage and report on the implementation process; c. Set clear and accountable timelines for compliance, including interim progress until compliance is achieved; d. Identify responsible agencies and divisions for achieving tasks identified; e. Outline processes for the IWG to monitor progress, provide feedback, and resolve problems in meeting Defendants' obligations under this Agreement and carrying out the Implementation Plan; f. Identify the staffing and financial resources necessary to fulfill the Commitments and achieve the Outcomes required by this Agreement; and g. Describe the communication and outreach activities that Defendants will undertake in order to inform Class Members, their families, stakeholders and the community about services and procedures provided under this Agreement.	H. Implementation Plan Outcomes	This Commitment was fulfilled.					
H. Implementation Plan	62. Defendants shall submit the completed Implementation Plan to the District Court for approval. Prior to submission of the Implementation Plan, Defendants shall review the final proposed Implementation Plan with Plaintiffs' counsel. The Parties shall make reasonable efforts to submit a consensus plan. If the Parties cannot agree on the terms of the Implementation Plan, the disputed issue(s) may be submitted to the District Court for resolution.	H. Implementation Plan Outcomes	This Commitment was fulfilled.					
H. Implementation Plan	63. The District Court shall approve the Implementation Plan if the Court determines the plan is reasonably capable of fulfilling the terms of this Agreement and purposes of the consent decrees and related court orders.	H. Implementation Plan Outcomes	This Commitment was fulfilled.					
H. Implementation Plan	64. Defendants shall timely comply with the Implementation Plan approved by the District Court.	H. Implementation Plan Outcomes	This implementation requirement has not been timely fulfilled and Defendants are not in substantial compliance with the Commitment.	The evidence is the sum of the comments and indicators listed in this matrix.				
H. Implementation Plan	65. The Implementation Plan, including any timelines established therein, may be amended according to the modification procedures outlined in this Agreement. Defendants shall notify Plaintiffs' counsel prior to the expiration of the timeline or when Defendants determine that a timeline will not be met. An agreement to modify timelines does not alter the substantive intent of the Commitments, but only extends the time by which the Commitments will be accomplished.	Not included/referenced.	NA					
H. Implementation Plan	66. After approval of the Implementation Plan by the District Court, the IWG will continue to meet at a minimum of twice yearly, but more frequently if needed. During the implementation period, the IWG is intended to foster communication between the Parties by providing a forum to discuss progress on and problem-solve issues related to the Implementation Plan and Defendants' performance under this Agreement.	Not included/referenced.	This Commitment has been fulfilled and continues to be fulfilled.					

Jeff D. Settlement Agreement Commitments Section	Jeff D. Settlement Agreement Commitments	Referenced Jeff D. Settlement Agreement Outcomes Section	Class Counsel Status	Class Counsel Comments with Evidence / Indicators	DHW Status	DHW Evidence / Indicators	DHW Obstacles to Compliance	DHW Current Activity
H. Implementation Plan	67. Defendants shall provide an annual report to the District Court and Plaintiffs' counsel on the progress of the Implementation Plan beginning six (6) months after the District Court approves the Implementation Plan or as otherwise agreed by the parties. The report will account for accomplishments made to date and identify potential or actual compliance issues that need attention, including a summary of proposed or actual remedial efforts made to address these compliance issues. The annual reports will use data and information developed pursuant to the QMIA provisions of this Agreement whenever possible.	Not included/referenced.	This commitment was fulfilled for 2025. It is an annual commitment.					
H. Implementation Plan	68. Defendants will provide a draft of the report to Plaintiffs' counsel at least thirty (30) days in advance of filing their annual report with the District Court. Plaintiffs' counsel will provide any feedback within fifteen (15) days of receiving the draft unless the Plaintiffs' counsel request a reasonable an extension of time of up to fifteen (15) days. If the Parties are unable to reach consensus on the final contents of the status report, Defendants may proceed with filing their report, and Plaintiffs' counsel will have the option to prepare a response that will be filed with the District Court and attached as an addendum to a publicly available version of the status report.	Not included/referenced.	Defendants' commitment was fulfilled for 2025. It is an annual commitment.	Plaintiffs' counsel has not filed its response to Defendants' 2025 report.				