

MALTREATMENT INVESTIGATION MEMORANDUM
Office of Inspector General, Licensing Division
Public Information

Minnesota Statutes, section 626.557, subdivision 1 states, "The legislature declares that the public policy of this state is to protect adults who, because of physical or mental disability or dependency on institutional services, are particularly vulnerable to maltreatment."

Report Number: 202309070

Date Issued: March 15, 2024

Name and Address of Facility Investigated:

Homeward Bound
4213 Zealand Avenue North
New Hope, MN 55428

Homeward Bound Inc.
12805 Highway 55
Suite 400
Minneapolis, MN 55441

Disposition: Substantiated as to financial exploitation of three vulnerable adults by a staff person.

License Number and Program Type:

1069018-H_CRS (Home and Community-Based Services-Community Residential Setting)
1069015-HCBS (Home and Community-Based Services)

Investigator(s):

Danielle Morrison
Minnesota Department of Human Services
Office of Inspector General
Licensing Division
PO Box 64242
Saint Paul, Minnesota 55164-0242
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651-431-5647

Suspected Maltreatment Reported:

It was reported that three vulnerable adults (VA1, VA2, and VA3) were missing funds (VA1-\$127.08, VA2-\$100, and VA3-\$8.06). It was alleged that a staff person (SP) took the money.

Date of Incident(s): Unknown prior to October 25, 2023

Nature of Alleged Maltreatment Pursuant to Minnesota Statutes, section 626.557, subdivision 9c, paragraph (b), and Minnesota Statutes, section 626.5572, subdivision 15, and subdivision 9, paragraph (b), clause (1):

In the absence of legal authority a person willfully uses, withholds, or disposes of funds or property of a vulnerable adult.

Summary of Findings:

Pertinent information was obtained during a site visit conducted on November 29, 2023; from documentation at the facility; and through 12 interviews conducted with two supervisory staff persons (P1 and the SP), five facility staff persons (P2, P3, P4, P5, and P6), VA1's guardians (G1 and G4), VA2's guardian (G2), VA3's guardian (G3), and the guardian (G5) of another client (C).

This investigator also reached out to two other staff persons (P7 and P8) by telephone, but they did not respond.

The facility was a single level home. There was a kitchen and off of the kitchen, was an area designated as an office. In the office was a locked cabinet where the clients' petty cash was kept. The key to the cabinet was located on the side of a desk in a coded lock box. The SP, P1, and a maintenance technician had the code to the lock box.

VA1's diagnoses included a profound intellectual disability, a seizure disorder, cerebral palsy, and spastic quadriplegia. VA1 enjoyed spending time with his/her family, watching Timberwolves games, and going to the zoo. Due to VA1's disability, VA1 was not interviewed. VA1's *Individualized Abuse Prevention Plan (IAPP)* stated that VA1's guardians and the facility managed VA1's finances. VA1 had petty cash that was locked up at the facility when not being used.

VA2's diagnoses included a profound intellectual disability, a neurodevelopmental disorder, and spastic quadriplegia. VA2 enjoyed sitting on the deck and bird watching. Due to VA2's disability, VA2 was not interviewed. VA2's *IAPP* stated that G2 and the facility worked together to manage VA2's finances. VA2 had petty cash that was locked up at the facility when not being used.

VA3's diagnoses included a moderate intellectual disability, cerebral palsy, and spastic quadriplegia. VA3 enjoyed spending time in the community and with his/her family. VA3's *IAPP* stated that VA3 was unable to manage his/her own finances. If VA3 chose to spend his/her money, money from VA3's petty cash was taken out of the lock box at the facility so that VA3 was able to make purchases.

During the course of this investigation, G5 stated in November or December 2023, the C had an excess of money and at a meeting it was discussed to purchase items for the C including new clothes, a recliner, and shoes. G5 stated the statements s/he received from the facility for the C seemed "excessive." This investigator reviewed the C's bank statement, ledgers, and a receipt for a recliner that was purchased for the C in November 2023. Although G5 was concerned about the "excessive" amount, the facility provided documentation which supported the purchase of a large item G5 stated was discussed to purchase for the C. Therefore, the C was not included in this report for financial exploitation.

Facility documentation showed that in October 2023, P1 discovered that VA1, VA2, and VA3 each did not have any petty cash at the facility. P1 looked at a petty cash ledger and each VA should have had petty cash according to the ledger. P1 was unable to find receipts. VA1 was missing \$127.08, VA2 was missing \$100, and VA3 was missing \$8.06. P2 told P1 that the SP took money for each of the VAs for haircuts and put the money into

envelopes. At the time it was determined that the funds belonging to VA1, VA2, and VA3 were not at facility, the SP was no longer working at the facility.

P1 provided the following information:

- Sometime in early October 2023, P1 was doing a random audit of the clients' accounts and went to access the locked cabinet and could not find the key, so s/he had the maintenance technician come and open the cupboard and then make a new key. P1 opened the cupboard and saw there were no funds for VA1, VA2, and VA3. At some point, P2 told P1, "Oh [the SP] was going to drop off that to you." The SP no longer worked at the facility and had "certain" items in his/her possession that s/he needed to bring back to the facility. Included in the items was money the SP had taken out of VA1's, VA2's, and VA3's petty cash pouches for each to get a haircut and "apparently" the SP had envelopes with the money in his/her possession that s/he wanted to return to the facility. A meeting was set up for the SP to return the items including the petty cash, but P1 said the meeting did not take place and s/he had no further contact with the SP.
- About a month prior to this, P1 went to the facility on a day that the SP was not scheduled to work and needed to access the clients' funds. P1 was not able to locate the key to the cupboard. P1 said the SP sent him/her a text message saying the key was taped in a desk drawer, but P1 was not able to locate it. P1 told the SP to put the key back in the lockbox.
- P1 said only s/he, the SP, and the maintenance technician had the code to the lockbox. Staff persons were not given the code. If a staff person noticed a client needed something, such as a haircut, s/he was to tell P1 or the SP and they would get money for the staff persons to take the client where s/he needed to go. Staff persons were to return with a receipt and change. P1 stated that when requested, s/he put the money the staff persons needed for a client in an envelope and taped it inside the medicine cabinet.

The SP provided the following information:

- On October 3, 2023, the SP stated s/he was at the facility going through the clients' folders to do a monthly review of "counts" (client's petty cash) from the month prior. At that time a Human Resource representative (HR1) showed up and told the SP to grab his/her things and leave. The SP started to go through a pile and HR1 told the SP s/he needed to grab his/her things and leave. HR1 opened the door so the SP grabbed "everything" s/he could and left.
- The SP stated that included in the items s/he grabbed was the clients' money for the week in envelopes. The SP stated that two of the envelopes contained \$27, one envelope contained \$14, and one envelope contained \$5. The SP stated that when she left the facility s/he had put all of the facility and clients' items in a box including the money in the envelopes and sealed it, so s/he was not able to remember whose money was whose.
- The SP stated that when guardian brought money to the facility for clients, it was documented and signed by staff persons. When staff persons brought the clients out and money was used, a receipt was stapled to the client's form and staff persons signed off documenting the purchase. There was "supposed" to be two staff persons' signatures on the client's form, but due to staffing, it was "probably" only one

signature, along with the place they went, and when.

- The SP stated that s/he, P1, and the maintenance technician had access to the keypad on the lockbox. The SP asked them to change the code in April 2023 because staff persons had the old code. The SP stated the lockbox kept jamming, so s/he taped the key to the cabinet under his/her pencil drawer and that P1 was aware of this. The SP stated that staff persons had “no reason to worry” about the key.
- The SP stated that s/he or P1 got the clients’ money ready the night before they needed it. P1 put the envelopes in the medicine cabinet and the SP put the envelopes in the clients’ lunch boxes.
- The SP denied taking the clients’ funds for personal use. The SP stated the facility had cameras.

P2 provided the following information:

- P2 stated that clients’ did not have funds brought to the facility for a while. The clients’ funds were kept in a locked cabinet that either the SP or P1 opened. There was a lockbox on the side of the desk with the key to the cabinet inside and staff persons were not given the code to the lockbox. P2 was not aware of the key being kept anywhere else.
- P2 stated that when clients needed money, the SP counted the money out in front of P2 or other staff persons and they all signed off on it. When P1 got money ready for the clients, s/he put it in envelopes and taped the envelopes around the house (the front of the cabinet or on the desk) for staff persons to take with when they took a client somewhere.
- P2 was working when the SP was asked by HR1 to leave the facility. P2 said HR1 gave the SP “maybe ten minutes” to leave, so the SP had no time to look through the items s/he was working on. The SP just put the items in his/her normal work bag. P2 said it was possible that the SP had items of the clients that s/he was working on as HR1 gave the SP no time to go through the items.
- At some point after s/he left the facility, the SP reached out to P2 about returning items to the facility because P1 was not answering his/her telephone. P2 stated s/he did not want to get involved and told the SP to contact P1.

P3 provided the following information:

- P3 said that the clients had wallets with petty cash that the guardians brought in for them to use. P3 stated that if a staff person needed money for a client to use, P1 or the SP got the money and then staff persons brought back the balance and a receipt. If the SP or P1 were not available, staff persons had to get approval from the SP or P1 to get the money for the clients.
- P3 stated that there was a folder for each client and staff persons counted how much money was there, documented the amount, documented how much money was being taken, documented how much money was spent and the change, provided a receipt, and signed and dated it. P3 pointed to the cupboard and stated that was where the clients’ binders and money were kept and said that it was locked. P3 stated s/he had not gone in the cupboard to access the clients’ money.

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Summary of Findings:

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This investigator also reached out to two other staff persons (P7 and P8) by telephone, but they did not respond.

The facility was a single level home. There was a kitchen and off of the kitchen, was an area designated as an office. In the office was a locked cabinet where the clients' petty cash was kept. The key to the cabinet was located on the side of a desk in a coded lock box. The SP, P1, and a maintenance technician had the code to the lock box.

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VA2's diagnoses included a profound intellectual disability, a neurodevelopmental disorder, and spastic quadriplegia. VA2 enjoyed sitting on the deck and bird watching. Due to VA2's disability, VA2 was not interviewed. VA2's *IAPP* stated that G2 and the facility worked together to manage VA2's finances. VA2 had petty cash that was locked up at the facility when not being used.

VA3's diagnoses included a moderate intellectual disability, cerebral palsy, and spastic quadriplegia. VA3 enjoyed spending time in the community and with his/her family. VA3's *IAPP* stated that VA3 was unable to manage his/her own finances. If VA3 chose to spend his/her money, money from VA3's petty cash was taken out of the lock box at the facility so that VA3 was able to make purchases.

During the course of this investigation, G5 stated in November or December 2023, the C had an excess of money and at a meeting it was discussed to purchase items for the C including new clothes, a recliner, and shoes. G5 stated the statements s/he received from the facility for the C seemed "excessive." This investigator reviewed the C's bank statement, ledgers, and a receipt for a recliner that was purchased for the C in November 2023. Although G5 was concerned about the "excessive" amount, the facility provided documentation which supported the purchase of a large item G5 stated was discussed to purchase for the C. Therefore, the C was not included in this report for financial exploitation.

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- About a month prior to this, P1 went to the facility on a day that the SP was not scheduled to work and needed to access the clients' funds. P1 was not able to locate the key to the cupboard. P1 said the SP sent him/her a text message saying the key was taped in a desk drawer, but P1 was not able to locate it. P1 told the SP to put the key back in the lockbox.
- P1 said only s/he, the SP, and the maintenance technician had the code to the lockbox. Staff persons were not given the code. If a staff person noticed a client needed something, such as a haircut, s/he was to tell P1 or the SP and they would get money for the staff persons to take the client where s/he needed to go. Staff persons were to return with a receipt and change. P1 stated that when requested, s/he put the money the staff persons needed for a client in an envelope and taped it inside the medicine cabinet.

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- On October 3, 2023, the SP stated s/he was at the facility going through the clients' folders to do a monthly review of "counts" (client's petty cash) from the month prior. At that time a Human Resource representative (HR1) showed up and told the SP to grab his/her things and leave. The SP started to go through a pile and HR1 told the SP s/he needed to grab his/her things and leave. HR1 opened the door so the SP grabbed "everything" s/he could and left.
- The SP stated that included in the items s/he grabbed was the clients' money for the week in envelopes. The SP stated that two of the envelopes contained \$27, one envelope contained \$14, and one envelope contained \$5. The SP stated that when she left the facility s/he had put all of the facility and clients' items in a box including the money in the envelopes and sealed it, so s/he was not able to remember whose money was whose.
- The SP stated that when guardian brought money to the facility for clients, it was documented and signed by staff persons. When staff persons brought the clients out and money was used, a receipt was stapled to the client's form and staff persons signed off documenting the purchase. There was "supposed" to be two staff persons' signatures on the client's form, but due to staffing, it was "probably" only one

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- The SP stated that s/he or P1 got the clients’ money ready the night before they needed it. P1 put the envelopes in the medicine cabinet and the SP put the envelopes in the clients’ lunch boxes.
- The SP denied taking the clients’ funds for personal use. The SP stated the facility had cameras.

P2 provided the following information:

- P2 stated that clients’ did not have funds brought to the facility for a while. The clients’ funds were kept in a locked cabinet that either the SP or P1 opened. There was a lockbox on the side of the desk with the key to the cabinet inside and staff persons were not given the code to the lockbox. P2 was not aware of the key being kept anywhere else.
- P2 stated that when clients needed money, the SP counted the money out in front of P2 or other staff persons and they all signed off on it. When P1 got money ready for the clients, s/he put it in envelopes and taped the envelopes around the house (the front of the cabinet or on the desk) for staff persons to take with when they took a client somewhere.
- P2 was working when the SP was asked by HR1 to leave the facility. P2 said HR1 gave the SP “maybe ten minutes” to leave, so the SP had no time to look through the items s/he was working on. The SP just put the items in his/her normal work bag. P2 said it was possible that the SP had items of the clients that s/he was working on as HR1 gave the SP no time to go through the items.
- At some point after s/he left the facility, the SP reached out to P2 about returning items to the facility because P1 was not answering his/her telephone. P2 stated s/he did not want to get involved and told the SP to contact P1.

P3 provided the following information:

- P3 said that the clients had wallets with petty cash that the guardians brought in for them to use. P3 stated that if a staff person needed money for a client to use, P1 or the SP got the money and then staff persons brought back the balance and a receipt. If the SP or P1 were not available, staff persons had to get approval from the SP or P1 to get the money for the clients.
- P3 stated that there was a folder for each client and staff persons counted how much money was there, documented the amount, documented how much money was being taken, documented how much money was spent and the change, provided a receipt, and signed and dated it. P3 pointed to the cupboard and stated that was where the clients’ binders and money were kept and said that it was locked. P3 stated s/he had not gone in the cupboard to access the clients’ money.

P4 stated s/he was not aware of where the clients' money was kept, but s/he had seen the SP access the gray lockbox to retrieve a key. P4 was not aware of cameras in the facility.

P5 stated that s/he did not know where the clients' money was kept, and s/he "never" had access to it. P5 said P1 and the SP were responsible for the clients' money. P5 stated there were no cameras in the facility.

P6 stated that s/he only worked at the facility for a short time, but no one showed him/her where the clients' money was kept. P6 did not know if there were cameras in the facility.

G1 stated that s/he left money for VA1 at the facility. G1 was made aware of the incident and stated that the facility reimbursed him/her for the money s/he provided for VA1. G1 stated the facility did a "great job" and responded properly to the incident. G1 stated s/he did not know if there were cameras in the facility, but questioned why there would be a need for them. G4 stated that G1 handled the finances for VA1. VA1 had some money at the facility for incidental purchases, but G4 was not aware of the amount. G4 stated that there were no cameras in the common areas of the facility, but s/he was not sure if the client's had them in their bedrooms. G4 had no prior concerns.

G2 stated that s/he was made aware of the missing money by P1. G2 stated s/he provided the facility with \$100 in May 2023 when VA2 moved in. G2 stated that the facility was to save the receipts and let G2 know when VA2 was out of money. G2 was not aware of cameras in the facility.

G3 stated that s/he was aware of the situation and that the facility reimbursed VA3 his/her money. G3 stated that the facility handled all of VA3's finances. G3 stated there were no prior issues, and that s/he was not aware of any cameras in the home.

The county licenser for this facility also confirmed there were no cameras in the facility.

Email communication between the SP and the facility's Human Resource representative (HR2) provided the following information:

- On October 11, 2023, at 9:16 a.m., the SP emailed HR2 stating that s/he had been calling P1 with no response from P1. The SP also stated that HR1 "rushed" him/her and made the SP grab what s/he could, so the SP ended up with paperwork and folders of the clients. The SP also had some personal items still at the facility.
- On October 11, 2023, at 12:28 p.m. HR2 emailed the SP stating that s/he was unaware the SP was trying to reach P1 or that the SP had items in his/her possession of the clients. HR2 offered to set up a time for the SP to meet with P1 to return any items the SP had and gather the SP's personal belongings. HR2 asked the SP if a specific date, time, location worked for the SP. HR2 also stated that P1 was looking for the location of the key to the cupboard for the petty cash as P1 was not able to find the key.
- On October 16, 2023, at 12:41 p.m., HR2 emailed the SP stating that per his/her email with the SP dated October 11, 2023, at 12:28 p.m., it was offered for P1 to meet the SP at a set location to return the SP's personal items left at the facility and retrieve any items the SP had of the clients. HR2 offered to mail the

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G1 stated that s/he left money for VA1 at the facility. G1 was made aware of the incident and stated that the facility reimbursed him/her for the money s/he provided for VA1. G1 stated the facility did a "great job" and responded properly to the incident. G1 stated s/he did not know if there were cameras in the facility, but questioned why there would be a need for them. G4 stated that G1 handled the finances for VA1. VA1 had some money at the facility for incidental purchases, but G4 was not aware of the amount. G4 stated that there were no cameras in the common areas of the facility, but s/he was not sure if the client's had them in their bedrooms. G4 had no prior concerns.

G2 stated that s/he was made aware of the missing money by P1. G2 stated s/he provided the facility with \$100 in May 2023 when VA2 moved in. G2 stated that the facility was to save the receipts and let G2 know when VA2 was out of money. G2 was not aware of cameras in the facility.

G3 stated that s/he was aware of the situation and that the facility reimbursed VA3 his/her money. G3 stated that the facility handled all of VA3's finances. G3 stated there were no prior issues, and that s/he was not aware of any cameras in the home.

The county licenser for this facility also confirmed there were no cameras in the facility.

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SP his/her personal items and asked the SP to confirm that s/he will return the documents and files s/he had in his/her possession.

- On October 16, 2023, at 2:49 p.m., the SP emailed HR2 stating that s/he had a lot to send in the mail and did not feel comfortable meeting anyone from Human Resources or management at this time. The SP asked if s/he could come to the facility on a specific day after the clients left for the day.
- On November 9, 2023, HR2 emailed the SP stating that they had elected to use a third-party courier service to deliver the SP's items back to the SP and for the SP to return the company property including but not limited to petty cash, client cash, and/or receipts. HR2 stated that a new key had been made and when the cabinet was opened there was no petty cash inside. The SP was responsible for safekeeping those funds and was to let HR2 know by November 10, 2023, where those funds were retained.
- On November 11, 2023, at 1:36 p.m., the SP emailed HR2 and asked for a date next week so that the SP could drop off a box with the clients' items and to pack up his/her things.

A letter dated November 16, 2023, from HR2 to the SP stated the enclosed were all the SP's personal items found at the facility, along with pictures and a list of the items returned to the SP. HR2 asked the SP to ship all company property by November 30, 2023, and s/he would be reimbursed for the cost of postage or courier service as long as the SP submitted a receipt within 30 days.

An email between HR2 and a facility Board Member (BM) on October 17, 2023, stated that when the BM met the SP on Thursday (October 19, 2023) at the facility it was expected that the SP return all company property in his/her possession: Files, folders, documents, any petty cash/receipts, and the company cell phone.

Email communication between the SP and the BM provided the following information:

- On October 17, 2023, at 3:53 p.m., the BM emailed the SP stating that the BM would meet the SP at 9:30 a.m. (October 19, 2023) and for the SP to bring his/her company cell phone, any file folders, and cash/receipts.
- On October 18, 2023, at 7:28 a.m., the SP emailed the BM stating that s/he would not be communicating with anyone at the facility anymore.
- On October 18, 2023, at 7:47 a.m., the BM emailed the SP asking if they were still meeting on Thursday (October 19, 2023).
- On October 18, 2023, at 8:04 a.m., the SP stated that s/he was going to "call them" at 9 to see if there is a way to at least get the clients things to someone.

Communication between this investigator and the SP regarding the SP returning the items included the following:

- On December 15, 2023, this investigator emailed the SP asking if s/he was available to meet at the facility corporate office where this investigator could document the hand off of items from the SP to P1.
- On December 18, 2023, the SP emailed stating that s/he did not want to meet at that location and did not feel comfortable with this investigator.

- On January 1, 2024, the SP emailed this investigator with new contact information and stated that s/he was not comfortable meeting at the facility or the corporate office and asked for an outside location.
- On January 12, 2024, this investigator spoke with the SP, and it was agreed to meet at a location of the SP's choosing on January 24, 2024, at 8:30 a.m. with a representative from the facility there to take possession of the items.
- On January 18, 2024, this investigator emailed the SP letting him/her know that this investigator secured the meeting location of the SP's choosing for the time that was agreed upon.
- On January 23, 2024, this investigator called the SP to make sure the SP received the confirmation email, but the SP did not answer so this investigator left a voicemail. This was followed up with an email to the SP at 5:04 p.m. that all was set for the next day.
- On January 24, 2024, 8:30 a.m., this investigator and a representative from the facility (R) met at the agreed location. At 8:45 a.m., this investigator called and left the SP a message as s/he had not arrived yet letting the SP know that this investigator and the R would wait until 9 a.m. This was followed up by an email sent at 8:48 a.m. stating the same.
- On February 14, 2024, at 11:45 a.m. the SP emailed stating that s/he was sorry for the inconvenience and that s/he had a personal matter s/he was occupied by.
- On February 14, 2024, at 1:18 p.m., this investigator thanked the SP for reaching out and asked if there was any other information this investigator should have to finalize the investigation. There was no further communication from the SP.

VA1's *House Petty Cash Ledger* for March 2023, showed a beginning balance of \$28.90 on March 2, 2023. There was a transaction of \$11.00 on March 9, 2023. This should have left a balance of \$17.90, but the ledger reflected \$17.00. The ledger for April 2023, showed a beginning amount of \$17.90 on April 4, 2023, and a transaction of \$10.82 spent on April 10, 2023, leaving a balance of \$7.08. There were no other transactions marked and no other ledgers provided.

VA2's *House Petty Cash Ledger* for May 2023, showed a deposit on May 21, 2023, of \$100. There were no other transactions marked and no other ledgers provided.

VA3's *House Petty Cash Ledger* for January, February, and March 2023, showed a beginning balance of \$8.06 on January 12, 2023, February 1, 2023, and March 1, 2023, respectively. There were no transactions listed on any of those months and no other ledgers provided until November 2023.

The facility's policy on *Management of Individual Cash Accounts* provided the following information regarding individual client cash accounts:

- "Cash accounts will be kept separated for everyone in a locked, secure place, and will be labeled with the individuals' name."

SP his/her personal items and asked the SP to confirm that s/he will return the documents and files s/he had in his/her possession.

- On October 16, 2023, at 2:49 p.m., the SP emailed HR2 stating that s/he had a lot to send in the mail and did not feel comfortable meeting anyone from Human Resources or management at this time. The SP asked if s/he could come to the facility on a specific day after the clients left for the day.
- On November 9, 2023, HR2 emailed the SP stating that they had elected to use a third-party courier service to deliver the SP's items back to the SP and for the SP to return the company property including but not limited to petty cash, client cash, and/or receipts. HR2 stated that a new key had been made and when the cabinet was opened there was no petty cash inside. The SP was responsible for safekeeping those funds and was to let HR2 know by November 10, 2023, where those funds were retained.
- On November 11, 2023, at 1:36 p.m., the SP emailed HR2 and asked for a date next week so that the SP could drop off a box with the clients' items and to pack up his/her things.

A letter dated November 16, 2023, from HR2 to the SP stated the enclosed were all the SP's personal items found at the facility, along with pictures and a list of the items returned to the SP. HR2 asked the SP to ship all company property by November 30, 2023, and s/he would be reimbursed for the cost of postage or courier service as long as the SP submitted a receipt within 30 days.

An email between HR2 and a facility Board Member (BM) on October 17, 2023, stated that when the BM met the SP on Thursday (October 19, 2023) at the facility it was expected that the SP return all company property in his/her possession: Files, folders, documents, any petty cash/receipts, and the company cell phone.

Email communication between the SP and the BM provided the following information:

- On October 17, 2023, at 3:53 p.m., the BM emailed the SP stating that the BM would meet the SP at 9:30 a.m. (October 19, 2023) and for the SP to bring his/her company cell phone, any file folders, and cash/receipts.
- On October 18, 2023, at 7:28 a.m., the SP emailed the BM stating that s/he would not be communicating with anyone at the facility anymore.
- On October 18, 2023, at 7:47 a.m., the BM emailed the SP asking if they were still meeting on Thursday (October 19, 2023).
- On October 18, 2023, at 8:04 a.m., the SP stated that s/he was going to "call them" at 9 to see if there is a way to at least get the clients things to someone.

Communication between this investigator and the SP regarding the SP returning the items included the following:

- On December 15, 2023, this investigator emailed the SP asking if s/he was available to meet at the facility corporate office where this investigator could document the hand off of items from the SP to P1.
- On December 18, 2023, the SP emailed stating that s/he did not want to meet at that location and did not feel comfortable with this investigator.

- On January 1, 2024, the SP emailed this investigator with new contact information and stated that s/he was not comfortable meeting at the facility or the corporate office and asked for an outside location.
- On January 12, 2024, this investigator spoke with the SP, and it was agreed to meet at a location of the SP's choosing on January 24, 2024, at 8:30 a.m. with a representative from the facility there to take possession of the items.
- On January 18, 2024, this investigator emailed the SP letting him/her know that this investigator secured the meeting location of the SP's choosing for the time that was agreed upon.
- On January 23, 2024, this investigator called the SP to make sure the SP received the confirmation email, but the SP did not answer so this investigator left a voicemail. This was followed up with an email to the SP at 5:04 p.m. that all was set for the next day.
- On January 24, 2024, 8:30 a.m., this investigator and a representative from the facility (R) met at the agreed location. At 8:45 a.m., this investigator called and left the SP a message as s/he had not arrived yet letting the SP know that this investigator and the R would wait until 9 a.m. This was followed up by an email sent at 8:48 a.m. stating the same.
- On February 14, 2024, at 11:45 a.m. the SP emailed stating that s/he was sorry for the inconvenience and that s/he had a personal matter s/he was occupied by.
- On February 14, 2024, at 1:18 p.m., this investigator thanked the SP for reaching out and asked if there was any other information this investigator should have to finalize the investigation. There was no further communication from the SP.

VA1's *House Petty Cash Ledger* for March 2023, showed a beginning balance of \$28.90 on March 2, 2023. There was a transaction of \$11.00 on March 9, 2023. This should have left a balance of \$17.90, but the ledger reflected \$17.00. The ledger for April 2023, showed a beginning amount of \$17.90 on April 4, 2023, and a transaction of \$10.82 spent on April 10, 2023, leaving a balance of \$7.08. There were no other transactions marked and no other ledgers provided.

VA2's *House Petty Cash Ledger* for May 2023, showed a deposit on May 21, 2023, of \$100. There were no other transactions marked and no other ledgers provided.

VA3's *House Petty Cash Ledger* for January, February, and March 2023, showed a beginning balance of \$8.06 on January 12, 2023, February 1, 2023, and March 1, 2023, respectively. There were no transactions listed on any of those months and no other ledgers provided until November 2023.

The facility's policy on *Management of Individual Cash Accounts* provided the following information regarding individual client cash accounts:

- "Cash accounts will be kept separated for everyone in a locked, secure place, and will be labeled with the individuals' name."

- “All cash accessible to multiple staff [persons] needs to be accounted for on a cash account ledger.”
- “The Program Manager is responsible for all of the individuals’ cash account, and accounting for all expenditures.”
- “The total cash on hand entered on Webexpense [an expense management software] should include all cash on hand for that individual.”
- “All withdrawals will be documented on the individual’s cash account ledger.”
- “At the end of each calendar month, all cash accounts will be reconciled by the Program Manager. This will include entering any outstanding receipts into ledgers or Webexpense.”
- “The Operations Administrator will review the individuals’ cash accounts on site at least quarterly, ensuring that all monies listed on the ledger or Webexpense are present at the house.”

P1 stated that Webexpense was used when s/he made a purchase for the facility with the company credit card and was not used for clients’ funds.

Law enforcement was not investigating this report.

Relevant Rule and/or Statute

Minnesota Statute section 245A.04, subdivision 13, paragraph (c), item 1 stated whenever a license holder assists a person served by the program with the safekeeping of funds or other property, the license holder must immediately document receipt and disbursement of the person’s funds or other property at the time of receipt or disbursement, including the person’s signature, or the signature of the conservator or payee.

Conclusion:

A. Maltreatment:

Information showed that in October 2023, P1 discovered that VA1, VA2, and VA3 had no petty cash at the facility but documentation showed that they should have each had petty cash. On October 4 or 5, 2023, the SP was at the facility when HR1 arrived and told the SP to take his/her “things” and leave. The SP grabbed his/her items and some facility and client items which included envelopes with each VA1’s, VA2’s, and VA3’s petty cash.

The SP stated that s/he was asked to leave the facility and grab his/her things by HR1 and was “rushed” in doing so. In gathering his/her items the SP took facility items including envelopes that contained some of the VAs’ money. The SP stated that two of the envelopes had \$27 in them, one envelope had \$14 in it, and one envelope had \$5. The SP put all the items s/he had taken in a box and did not know whose money/envelope was whose. The SP denied taking VA1-VA3’s money for personal use.

The SP was provided with numerous opportunities to return the facility and client items including VA1’s, VA2’s,

and VA3's money. The SP did not return the items or money.

Although the facility stated that VA1, VA2, and VA3 were missing more funds than what the SP stated s/he had in envelopes in his/her possession, there was not accurate record keeping of VA1, VA2, and VA3's ledgers and the key to the locked cupboard was not always kept in the lock box so others could have had access. Therefore, it was undermined how much of the VAs' money was unaccounted for.

However, given that the SP stated that s/he was in possession of money belonging to VA1, VA2, and VA3, and failed to return it, there was a preponderance of the evidence that the SP willfully withheld VA1's, VA2's, and VA3's funds in the absence of legal authority.

It was determined that financial exploitation occurred (in the absence of legal authority a person willfully uses, withholds, or disposes of funds or property of a vulnerable adult).

B. Responsibility pursuant to Minnesota Statutes, section 626.557, subdivision 9c, paragraph (c):

When determining whether the facility or individual is the responsible party for substantiated maltreatment or whether both the facility and the individual are responsible for substantiated maltreatment, the lead agency shall consider at least the following mitigating factors:

- (1) whether the actions of the facility or the individual caregivers were in accordance with, and followed the terms of, an erroneous physician order, prescription, resident care plan, or directive. This is not a mitigating factor when the facility or caregiver is responsible for the issuance of the erroneous order, prescription, plan, or directive or knows or should have known of the errors and took no reasonable measures to correct the defect before administering care;
- (2) the comparative responsibility between the facility, other caregivers, and requirements placed upon the employee, including but not limited to, the facility's compliance with related regulatory standards and factors such as the adequacy of facility policies and procedures, the adequacy of facility training, the adequacy of an individual's participation in the training, the adequacy of caregiver supervision, the adequacy of facility staffing levels, and a consideration of the scope of the individual employee's authority; and
- (3) whether the facility or individual followed professional standards in exercising professional judgment.

The SP was trained on the Reporting of Maltreatment of Vulnerable Adults act and was in possession of money belonging to VA1, VA2, and VA3. Therefore, the SP was responsible for the maltreatment.

C. Recurring and/or Serious Maltreatment:

The Office of Inspector General is required to evaluate whether substantiated maltreatment by an individual meets the statutory criteria to be determined as "recurring or serious." Individuals determined to be responsible for recurring or serious maltreatment are disqualified from providing direct contact services.

Minnesota Statutes, section 245C.02, subdivision 16, states:

“Recurring maltreatment” means more than one incident of maltreatment for which there is a preponderance of evidence that maltreatment occurred and that the subject was responsible for the maltreatment.

Minnesota Statutes, section 245C.02, subdivision 18, states:

"Serious maltreatment" means sexual abuse, maltreatment resulting in death, neglect resulting in serious injury which reasonably requires the care of a physician whether or not the care of a physician was sought, or abuse resulting in serious injury. For purposes of this definition, "care of a physician" is treatment received or ordered by a physician, physician assistant, or nurse practitioner, but does not include diagnostic testing, assessment, or observation; the application of, recommendation to use, or prescription solely for a remedy that is available over the counter without a prescription; or a prescription solely for a topical antibiotic to treat burns when there is no follow-up appointment. For purposes of this definition, "abuse resulting in serious injury" means: bruises, bites, skin laceration, or tissue damage; fractures; dislocations; evidence of internal injuries; head injuries with loss of consciousness; extensive second-degree or third-degree burns and other burns for which complications are present; extensive second-degree or third-degree frostbite and other frostbite for which complications are present; irreversible mobility or avulsion of teeth; injuries to the eyes; ingestion of foreign substances and objects that are harmful; near drowning; and heat exhaustion or sunstroke. Serious maltreatment includes neglect when it results in criminal sexual conduct against a child or vulnerable adult.

It was determined that the substantiated financial exploitation for which the SP was responsible was not “serious” because it did not meet the definition but was “recurring” because the SP withheld the money of three vulnerable adults.

Action Taken by Facility:

The facility completed an *Internal Review* and found their policies and procedures adequate, but not followed. The SP no longer worked at the facility. The code to the lockbox was changed and the funds for VA1, VA2, and VA3 were reimbursed by the facility.

Action Taken by Department of Human Services, Office of Inspector General:

The SP was notified that s/he was responsible for recurring maltreatment and that any future background studies for facilities, programs, organizations, and/or agencies that are required to have individuals complete a background study by the Department of Human Services as listed in Minnesota Statutes, section 245C.03, will result in his/her disqualification. The determination that the SP was responsible for maltreatment is subject to appeal.

On March 15, 2024, the facility was issued a Correction Order for the violations outlined in this report.

- “All cash accessible to multiple staff [persons] needs to be accounted for on a cash account ledger.”
- “The Program Manager is responsible for all of the individuals’ cash account, and accounting for all expenditures.”
- “The total cash on hand entered on Webexpense [an expense management software] should include all cash on hand for that individual.”
- “All withdrawals will be documented on the individual’s cash account ledger.”
- “At the end of each calendar month, all cash accounts will be reconciled by the Program Manager. This will include entering any outstanding receipts into ledgers or Webexpense.”
- “The Operations Administrator will review the individuals’ cash accounts on site at least quarterly, ensuring that all monies listed on the ledger or Webexpense are present at the house.”

P1 stated that Webexpense was used when s/he made a purchase for the facility with the company credit card and was not used for clients’ funds.

Law enforcement was not investigating this report.

Relevant Rule and/or Statute

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Conclusion:

A. Maltreatment:

Information showed that in October 2023, P1 discovered that VA1, VA2, and VA3 had no petty cash at the facility but documentation showed that they should have each had petty cash. On October 4 or 5, 2023, the SP was at the facility when HR1 arrived and told the SP to take his/her “things” and leave. The SP grabbed his/her items and some facility and client items which included envelopes with each VA1’s, VA2’s, and VA3’s petty cash.

The SP stated that s/he was asked to leave the facility and grab his/her things by HR1 and was “rushed” in doing so. In gathering his/her items the SP took facility items including envelopes that contained some of the VAs’ money. The SP stated that two of the envelopes had \$27 in them, one envelope had \$14 in it, and one envelope had \$5. The SP put all the items s/he had taken in a box and did not know whose money/envelope was whose. The SP denied taking VA1-VA3’s money for personal use.

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Although the facility stated that VA1, VA2, and VA3 were missing more funds than what the SP stated s/he had in envelopes in his/her possession, there was not accurate record keeping of VA1, VA2, and VA3's ledgers and the key to the locked cupboard was not always kept in the lock box so others could have had access. Therefore, it was undermined how much of the VAs' money was unaccounted for.

However, given that the SP stated that s/he was in possession of money belonging to VA1, VA2, and VA3, and failed to return it, there was a preponderance of the evidence that the SP willfully withheld VA1's, VA2's, and VA3's funds in the absence of legal authority.

It was determined that financial exploitation occurred (in the absence of legal authority a person willfully uses, withholds, or disposes of funds or property of a vulnerable adult).

B. Responsibility pursuant to Minnesota Statutes, section 626.557, subdivision 9c, paragraph (c):

When determining whether the facility or individual is the responsible party for substantiated maltreatment or whether both the facility and the individual are responsible for substantiated maltreatment, the lead agency shall consider at least the following mitigating factors:

- (1) whether the actions of the facility or the individual caregivers were in accordance with, and followed the terms of, an erroneous physician order, prescription, resident care plan, or directive. This is not a mitigating factor when the facility or caregiver is responsible for the issuance of the erroneous order, prescription, plan, or directive or knows or should have known of the errors and took no reasonable measures to correct the defect before administering care;
- (2) the comparative responsibility between the facility, other caregivers, and requirements placed upon the employee, including but not limited to, the facility's compliance with related regulatory standards and factors such as the adequacy of facility policies and procedures, the adequacy of facility training, the adequacy of an individual's participation in the training, the adequacy of caregiver supervision, the adequacy of facility staffing levels, and a consideration of the scope of the individual employee's authority; and
- (3) whether the facility or individual followed professional standards in exercising professional judgment.

The SP was trained on the Reporting of Maltreatment of Vulnerable Adults act and was in possession of money belonging to VA1, VA2, and VA3. Therefore, the SP was responsible for the maltreatment.

C. Recurring and/or Serious Maltreatment:

The Office of Inspector General is required to evaluate whether substantiated maltreatment by an individual meets the statutory criteria to be determined as "recurring or serious." Individuals determined to be responsible for recurring or serious maltreatment are disqualified from providing direct contact services.

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It was determined that the substantiated financial exploitation for which the SP was responsible was not “serious” because it did not meet the definition but was “recurring” because the SP withheld the money of three vulnerable adults.

Action Taken by Facility:

The facility completed an *Internal Review* and found their policies and procedures adequate, but not followed. The SP no longer worked at the facility. The code to the lockbox was changed and the funds for VA1, VA2, and VA3 were reimbursed by the facility.

Action Taken by Department of Human Services, Office of Inspector General:

The SP was notified that s/he was responsible for recurring maltreatment and that any future background studies for facilities, programs, organizations, and/or agencies that are required to have individuals complete a background study by the Department of Human Services as listed in Minnesota Statutes, section 245C.03, will result in his/her disqualification. The determination that the SP was responsible for maltreatment is subject to appeal.

On March 15, 2024, the facility was issued a Correction Order for the violations outlined in this report.

In the absence of legal authority a person willfully uses, withholds, or disposes of funds or property of a vulnerable adult.

Summary of Findings:

Pertinent information was obtained during a site visit conducted on November 29, 2023; from documentation at the facility; and through 12 interviews conducted with two supervisory staff persons (P1 and the SP), five facility staff persons (P2, P3, P4, P5, and P6), VA1's guardians (G1 and G4), VA2's guardian (G2), VA3's guardian (G3), and the guardian (G5) of another client (C).

This investigator also reached out to two other staff persons (P7 and P8) by telephone, but they did not respond.

The facility was a single level home. There was a kitchen and off of the kitchen, was an area designated as an office. In the office was a locked cabinet where the clients' petty cash was kept. The key to the cabinet was located on the side of a desk in a coded lock box. The SP, P1, and a maintenance technician had the code to the lock box.

VA1's diagnoses included a profound intellectual disability, a seizure disorder, cerebral palsy, and spastic quadriplegia. VA1 enjoyed spending time with his/her family, watching Timberwolves games, and going to the zoo. Due to VA1's disability, VA1 was not interviewed. VA1's *Individualized Abuse Prevention Plan (IAPP)* stated that VA1's guardians and the facility managed VA1's finances. VA1 had petty cash that was locked up at the facility when not being used.

VA2's diagnoses included a profound intellectual disability, a neurodevelopmental disorder, and spastic quadriplegia. VA2 enjoyed sitting on the deck and bird watching. Due to VA2's disability, VA2 was not interviewed. VA2's *IAPP* stated that G2 and the facility worked together to manage VA2's finances. VA2 had petty cash that was locked up at the facility when not being used.

VA3's diagnoses included a moderate intellectual disability, cerebral palsy, and spastic quadriplegia. VA3 enjoyed spending time in the community and with his/her family. VA3's *IAPP* stated that VA3 was unable to manage his/her own finances. If VA3 chose to spend his/her money, money from VA3's petty cash was taken out of the lock box at the facility so that VA3 was able to make purchases.

During the course of this investigation, G5 stated in November or December 2023, the C had an excess of money and at a meeting it was discussed to purchase items for the C including new clothes, a recliner, and shoes. G5 stated the statements s/he received from the facility for the C seemed "excessive." This investigator reviewed the C's bank statement, ledgers, and a receipt for a recliner that was purchased for the C in November 2023. Although G5 was concerned about the "excessive" amount, the facility provided documentation which supported the purchase of a large item G5 stated was discussed to purchase for the C. Therefore, the C was not included in this report for financial exploitation.

Facility documentation showed that in October 2023, P1 discovered that VA1, VA2, and VA3 each did not have any petty cash at the facility. P1 looked at a petty cash ledger and each VA should have had petty cash according to the ledger. P1 was unable to find receipts. VA1 was missing \$127.08, VA2 was missing \$100, and VA3 was missing \$8.06. P2 told P1 that the SP took money for each of the VAs for haircuts and put the money into

envelopes. At the time it was determined that the funds belonging to VA1, VA2, and VA3 were not at facility, the SP was no longer working at the facility.

P1 provided the following information:

- Sometime in early October 2023, P1 was doing a random audit of the clients' accounts and went to access the locked cabinet and could not find the key, so s/he had the maintenance technician come and open the cupboard and then make a new key. P1 opened the cupboard and saw there were no funds for VA1, VA2, and VA3. At some point, P2 told P1, "Oh [the SP] was going to drop off that to you." The SP no longer worked at the facility and had "certain" items in his/her possession that s/he needed to bring back to the facility. Included in the items was money the SP had taken out of VA1's, VA2's, and VA3's petty cash pouches for each to get a haircut and "apparently" the SP had envelopes with the money in his/her possession that s/he wanted to return to the facility. A meeting was set up for the SP to return the items including the petty cash, but P1 said the meeting did not take place and s/he had no further contact with the SP.
- About a month prior to this, P1 went to the facility on a day that the SP was not scheduled to work and needed to access the clients' funds. P1 was not able to locate the key to the cupboard. P1 said the SP sent him/her a text message saying the key was taped in a desk drawer, but P1 was not able to locate it. P1 told the SP to put the key back in the lockbox.
- P1 said only s/he, the SP, and the maintenance technician had the code to the lockbox. Staff persons were not given the code. If a staff person noticed a client needed something, such as a haircut, s/he was to tell P1 or the SP and they would get money for the staff persons to take the client where s/he needed to go. Staff persons were to return with a receipt and change. P1 stated that when requested, s/he put the money the staff persons needed for a client in an envelope and taped it inside the medicine cabinet.

The SP provided the following information:

- On October 3, 2023, the SP stated s/he was at the facility going through the clients' folders to do a monthly review of "counts" (client's petty cash) from the month prior. At that time a Human Resource representative (HR1) showed up and told the SP to grab his/her things and leave. The SP started to go through a pile and HR1 told the SP s/he needed to grab his/her things and leave. HR1 opened the door so the SP grabbed "everything" s/he could and left.
- The SP stated that included in the items s/he grabbed was the clients' money for the week in envelopes. The SP stated that two of the envelopes contained \$27, one envelope contained \$14, and one envelope contained \$5. The SP stated that when she left the facility s/he had put all of the facility and clients' items in a box including the money in the envelopes and sealed it, so s/he was not able to remember whose money was whose.
- The SP stated that when guardian brought money to the facility for clients, it was documented and signed by staff persons. When staff persons brought the clients out and money was used, a receipt was stapled to the client's form and staff persons signed off documenting the purchase. There was "supposed" to be two staff persons' signatures on the client's form, but due to staffing, it was "probably" only one

signature, along with the place they went, and when.

- The SP stated that s/he, P1, and the maintenance technician had access to the keypad on the lockbox. The SP asked them to change the code in April 2023 because staff persons had the old code. The SP stated the lockbox kept jamming, so s/he taped the key to the cabinet under his/her pencil drawer and that P1 was aware of this. The SP stated that staff persons had “no reason to worry” about the key.
- The SP stated that s/he or P1 got the clients’ money ready the night before they needed it. P1 put the envelopes in the medicine cabinet and the SP put the envelopes in the clients’ lunch boxes.
- The SP denied taking the clients’ funds for personal use. The SP stated the facility had cameras.

P2 provided the following information:

- P2 stated that clients’ did not have funds brought to the facility for a while. The clients’ funds were kept in a locked cabinet that either the SP or P1 opened. There was a lockbox on the side of the desk with the key to the cabinet inside and staff persons were not given the code to the lockbox. P2 was not aware of the key being kept anywhere else.
- P2 stated that when clients needed money, the SP counted the money out in front of P2 or other staff persons and they all signed off on it. When P1 got money ready for the clients, s/he put it in envelopes and taped the envelopes around the house (the front of the cabinet or on the desk) for staff persons to take with when they took a client somewhere.
- P2 was working when the SP was asked by HR1 to leave the facility. P2 said HR1 gave the SP “maybe ten minutes” to leave, so the SP had no time to look through the items s/he was working on. The SP just put the items in his/her normal work bag. P2 said it was possible that the SP had items of the clients that s/he was working on as HR1 gave the SP no time to go through the items.
- At some point after s/he left the facility, the SP reached out to P2 about returning items to the facility because P1 was not answering his/her telephone. P2 stated s/he did not want to get involved and told the SP to contact P1.

P3 provided the following information:

- P3 said that the clients had wallets with petty cash that the guardians brought in for them to use. P3 stated that if a staff person needed money for a client to use, P1 or the SP got the money and then staff persons brought back the balance and a receipt. If the SP or P1 were not available, staff persons had to get approval from the SP or P1 to get the money for the clients.
- P3 stated that there was a folder for each client and staff persons counted how much money was there, documented the amount, documented how much money was being taken, documented how much money was spent and the change, provided a receipt, and signed and dated it. P3 pointed to the cupboard and stated that was where the clients’ binders and money were kept and said that it was locked. P3 stated s/he had not gone in the cupboard to access the clients’ money.