

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: 202501584

Date Issued: July 2, 2025

Name and Address of Facility Investigated:

Disposition: Inconclusive as to neglect; false as to sexual abuse

DREAM
1803 N Hwy 25 Box 336
Buffalo, MN 55313

Functional Industries Inc
1801 Highway 25 N.
Buffalo, MN 55313

License Number and Program Type:

1068844-H_DSf (245D-Home and Community-Based Service-Day Services Facility)
1068840-HCBS (245D-Home and Community-Based Services)

Investigator(s):

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Minnesota Department of Human Services
Office of Inspector General
Licensing Division
PO Box 64242
Saint Paul, Minnesota 55164-0242

Suspected Maltreatment Reported:

It was reported a staff person (SP) asked for a vulnerable adults (VA) phone number, and they exchanged text messages which were "predatory and sexual in nature." The SP also drove to the VA's home and provided the VA with cigarettes.

Date of Incident(s): February 13 to 25, 2025

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 2, paragraph (c); and subdivision 17, paragraph (a):

Any sexual contact or penetration between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. Sexual contact is defined by Minnesota Statutes, section 609.341, as the intentional touching of the intimate parts with sexual or aggressive intent. 'Intimate parts' includes the primary genital area, groin, inner thigh, buttocks, and breast.

The failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to food, clothing, shelter, health care, or supervision which is reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult and which is not the result of an accident or therapeutic conduct.

Summary of Findings:

Pertinent information was obtained during a site visit conducted on March 7, 2025; from documentation at the facility; and through five interviews conducted with the VA, two facility supervisors (P1-P2), the VA's guardian (G), and the SP.

Facility documentation showed the VA had a great sense of humor, enjoyed music, and his/her family was important. The VA had a traumatic brain injury and required reminders to complete some job tasks. The VA was also diagnosed with depression and anxiety, and presented with a risk of sexual abuse as the VA may not identify him/her being abused.

The SP was an employee at the facility; however, his/her job did not include any responsibilities related to provide care and services to the vulnerable adults at the facility. Based on the SP's position s/he did not complete training on the VA's client specific information for the VA.

The facility completed an *Internal Review (IR)*, and it was noted on February 24, 2025, the G informed the facility the SP and the VA had exchanged text messages while the SP was employed. The G described the text messages as possible grooming/sexual conversation.

The G provided the text message to this investigator, and the G believe the messages were concerning as the SP was a staff person at the VA's work.

Text messages between the VA and the SP provided the following information:

- On February 13, 2025, the SP text messaged the VA, and they exchanged the following text messages.
 - The text messages started by the VA and the SP discussing work, and the VA made a comment that the SP was "really attractive." The SP responded and stated, "Thanks no one has said that to me in a long time." There were additional comments from the VA regarding wanting to flirt with the SP, and that the VA wanted to "kiss" the SP. The SP acknowledged the VA's kiss comment, and said, "I wish we could flirt more too."
 - The VA and the SP engaged in complimenting each other including, but not limited to the VA stating the SP was "wonderful," and liked the SP's smile, while the SP said s/he was "bummed" when the VA was not at work, and the VA was "super sweet."

- The VA stated s/he was “checking [the SP] out today,” and the SP had a “sexy body.” The SP responded that s/he appreciated the compliment, and said the VA was “awesome too.” The SP continued to say the VA and the SP should “hang out sometime.” The SP added, “no pressure,” and the VA was “super nice,” “thoughtful,” and made the SP “happy.”
- On February 14, 2025, the SP and VA exchanged text messages, including wishing each other Happy Valentine’s Day. The VA sent a satire cartoon picture of testicles stating, “I’m nuts for you.” The SP responded by stating, “Thank you I have been single for a very long time.” The SP and VA exchanged multiple other messages including the VA stating the SP was “really sexy.” The SP responded by stating “Thanks,” and that s/he appreciated the “compliments.”
- On February 15, 2025, the SP and VA exchanged multiple text messages regarding the SP’s daily plans.
- On February 16, 2025, the VA stated s/he “can’t wait to see your beautiful smile tomorrow.” The SP responded that the VA was “so dang sweet.”
- On February 17, 2025, the VA stated s/he “can’t wait to see you today,” to which the SP said the message was the “sweetest thing anyone has said to me in forever.” The SP also complained about his/her job, and said, “The only good part is most of the clients are cool and seeing you of course.” The VA responded that the SP was “sexy” and “I wish we could be more than friends.” The VA added that s/he wanted “romantic love” and “kids.” The SP responded by saying the VA was the “sweetest,” and s/he wanted the same thing, but was not able to have children. The SP added, “Who said we can’t be more than friends?” and it was possible “once we get to know each other.” The SP suggested they hangout outside of work to which the VA agreed, but added that s/he did not believe the SP could “date” the VA because they work together. The SP responded by stating, “Who would have to know?” The SP and VA continued to exchange other messages about television shows.
- On February 18, 2025, the VA and SP exchanged text messages regarding work, and continued providing each other with pleasantries about seeing each other.
- On February 19, 2025, the SP made a complaint about his/her job, and the VA responded by complimenting the SP’s appearance. The SP responded that the VA had “angel eyes to see me the way you do.” The VA later texted that s/he needed a hug, and SP did not immediately respond, but said s/he would have “hugged you.” The SP added that they could “not at work,” as they would get in “trouble,” but “tomorrow we can somehow.”
- On February 20, 2025, the VA and SP exchanged text messages stating they enjoyed seeing each other at work, and then regarding the SP’s employment as s/he was terminated. The SP texted the VA regarding being nice and thoughtful, and hanging out as the VA “looked cute.” The SP was apologetic for no longer working at the facility and continued to discuss a time to hang out in the future. The SP and VA shared where they lived, and the SP and the VA exchanged messages about being sad they could not see each other at work “tomorrow.” The VA suggested they could see each other outside of work, and the SP asked what the VA was thinking about hanging out, however the VA did not respond until the following day.

- On February 22, 2025, the VA and the SP sent multiple messages throughout the day. The SP said s/he missed seeing the VA "smiling" at the SP, and the VA said s/he would "dream about [the SP's] body." The VA and the SP exchange pictures of one another per the VA's request (the pictures exchanged were selfies that were not sexually explicit.) The VA and SP discussed cigarettes, and the SP offered to bring the VA "smokes" if s/he needed some. Additionally, the SP and VA discussed "the good stuff" that was "green colored." The VA and SP discussed meeting around 8 p.m., and the SP could drive them to a park near the VA's home. The SP and VA exchanged additional messages about meeting at a park near the VA's home. The VA and SP exchanged messages after seeing each other and discussed enjoying the time together, and a "hug." The VA also texted that they "need to have sex and fall in love." The SP responded by stating s/he thought the VA wanted it "to not be about just sex," and added there was a "huge piece to the whole sex subject" that should be talked about.
- On February 23, 2025, the VA and SP exchanged text messages discussing their interactions and gave each other compliments. The SP suggested they could meet somewhere, and discussed spending time together during the weekend. The VA stated s/he wanted to kiss the SP, and the SP said that was something they need to talk about when they were not texting.
- On February 24, 2025, the SP texted the VA that they were not allowed to talk anymore, and the VA responded via text, "I will never forget you."

The VA said s/he wanted a relationship with the SP, and they exchanged text messages. The VA denied having sexual contact with the SP, and said s/he was not affected emotionally from the communication

The SP denied any sexual contact occurred between the SP and the VA. The SP said s/he did engage text messaging with the VA, and met the VA at a park near the VA's home.

P1 and P2 provided the following consistent information:

- The SP was terminated from his/her position on February 20, 2025, due to attendance prior to any knowledge that the SP had unprofessional communication with the VA.
- There was no information or indication the VA and SP had any friendship or relationship outside of the facility prior to the SP's termination of employment.

The facility's *Code of Ethical Conduct* provided the following information:

- The "Setting Boundaries" section stated staff persons could be friendly, but should not be friends with the people directly supported, or their families. While ideally staff persons may like the person that was served, that, in and of itself, does not transform the relationship into a friendship. If staff persons have a friendship with a person directly supported, staff persons must declare that relationship as a conflict of interest to a supervisor. As support staff, there was a responsibility to modeling healthy boundaries for the persons we serve. Staff persons must be clear on your service delivery limits as a professional. These boundaries are set to keep staff persons focused on the work that is done with the persons served. Sharing of staff persons own personal information with or in the presence of the persons supported would be an example of an unhealthy boundary and a conflict of interest.

- The "Gifts, Money, and Gratuities" section stated staff persons should not accept or exchange personal gifts, money, gratuities, free trips, personal property, services, or other items from a family or supported individual, or a subordinate employee.

The SP's *Position Description* did not include any responsibilities to the persons served by the facility, but was to adhere to the facility's *Code of Ethical Conduct*.

The SP, P1 and P2 completed training on the facility's policies and procedures, and the Reporting of Maltreatment of Vulnerable Adults Act prior to the incident. P1, P2 completed training on the VA's client specific plans.

Conclusion:

It was reported the SP exchanged text messages with the VA between February 13-25, 2025. The text messages were observed to be "predatory and sexual in nature," and the SP drove to the VA's home to provide the VA with cigarettes.

Regarding neglect:

The text messages were reviewed, and showed the SP initiated the text messaging exchange with the VA. Within the text messages the VA and the SP wrote multiple compliments to each other, however it was the VA who made multiple sexualized statements towards the SP. Based on the information the SP crossed professional boundaries, by communicating with the VA outside of work. Furthermore, the SP continued to engage in text messages after the VA sent sexualized messages. The SP acknowledged both s/he and the VA could get in trouble for what was occurring, but suggested meeting the VA in the community. On February 20, 2025, the VA and the SP spent time together at a park near the VA's home. However, the SP was terminated from his/her employment (due to an unrelated issues) with the facility prior to spending time with the VA. The SP said while employed at the facility s/he was aware the VA was a vulnerable adult, but was not providing care and services to the VA.

The interactions the SP engaged in were a breach of the facility's *Code of Ethical Conduct*, as well as non-therapeutic for the VA, and the behavior was not that of a professional caregiver working in a DHS licensed program. However, there was no information which showed the VA was negatively impacted by the interactions, or that the VA would misunderstand the role of a caregiver in the future because of the interactions. Given the above, there was not a preponderance of the evidence as to whether the SP failed to provide with care or services which were reasonable and necessary to obtain or maintain the VA's physical or mental health or safety.

It was not determined whether neglect occurred (the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to food, clothing, shelter, health care, or supervision which is reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult and which is not the result of an accident or therapeutic conduct.)

Regarding sexual abuse:

During the investigation there was no information from the text messages that the VA and the SP engaged in sexual contact, and the SP and VA both denied any sexual contact occurred. Given that, there was a

preponderance of the evidence that the SP and the VA did not have sexual contact.

It was determined that sexual abuse did not occur (any sexual contact or penetration between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. Sexual contact is defined by Minnesota Statutes, section 609.341, as the intentional touching of the intimate parts with sexual or aggressive intent. 'Intimate parts' includes the primary genital area, groin, inner thigh, buttocks, and breast).

Action Taken by Facility:

The facility completed an internal review and determined that the policies and procedures were adequate, but not followed. The facility did not complete any additional staff training as the SP no longer worked at the facility. There was no similar past events, and no corrective action was taken to ensure the safety of persons served.

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

No further action was taken.