

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

J.M., S.C., A.N., P.T., J.L., R.H., “JOHN
DOE”, “ROBERT DOE”, T.W., M.K., and
E.A. individually and on behalf of all other
persons similarly situated

Plaintiffs,

v.

SHEREEF M. ELNAHAL, M.D., M.B.A.,
Commissioner, New Jersey Department of
Health, in his official capacity;

CAROLE JOHNSON,
Commissioner, New Jersey
Department of Human Services, in her
official capacity;

ELIZABETH CONNOLLY,
Acting Commissioner, New Jersey
Department of Human Services, in her
official capacity;

VALERIE L. MIELKE, M.S.W.,
Assistant Commissioner, New Jersey
Division of Mental Health and Addiction
Services, as an individual and in her official
capacity;

TOMIKA CARTER,
CEO, Greystone Park Psychiatric Hospital, as
an individual and in her official capacity;

TERESA A. McQUAIDE,
Former Acting CEO, Greystone Park
Psychiatric Hospital, as an individual and in
her official capacity;

ROBERT EILERS, M.D.,
Medical Director, New Jersey Division of
Mental Health and Addiction Services, as an
individual and in his official capacity;

SETTLEMENT AGREEMENT

HON. ESTHER SALAS, U.S.D.J.

HON. CATHY L. WALDOR, U.S.M.J.

Civil Action

Case No. 2:18-cv-17303

HARLAN M. MELLK, M.D.,
Chief of Medicine, Greystone Park
Psychiatric Hospital, as an individual and in
his official capacity;

EVARISTO O. AKERELE, M.D.,
Medical Director, Greystone Park Psychiatric
Hospital, as an individual and in his official
capacity;

LISA CIASTON, ESQ.,
Legal Liaison, New Jersey Division of
Mental Health and Addiction Services, as an
individual and in her official capacity;

SWANG S. OO, ESQ.,
Deputy Attorney General, State of New
Jersey, as an individual and in her official
capacity;

JAMES L. FREY,
Employee Relations Officer, Greystone Park
Psychiatric Hospital, as an individual and in
his official capacity

GURBIR GREWAL, ESQ.,
Attorney General, State of New Jersey, in his
official capacity; and

PHILIP D. MURPHY, M.B.A.,
Governor, State of New Jersey, in his official
capacity

Defendants.

I. INTRODUCTION

1. This Settlement Agreement (hereinafter “Agreement”) is entered into by Plaintiffs J.M., S.C., A.N., P.T., J.L., R.H., “John Doe,” “Robert Doe,” T.W., M.K., and E.A. (hereinafter “Named Plaintiffs”), individually and on behalf of all other persons similarly situated (hereinafter “Class”) and Shereef M. Elnahal, Carole Johnson, Elizabeth Connolly, Valerie L. Mielke, Tomika Carter, Teresa A. McQuaide, Robert Eilers, Harlan M. Mellk, Evaristo O. Akerele, Lisa Ciaston, Swang S. Oo, James L. Frey, Gurbir Grewal, and Philip D. Murphy (hereinafter “Defendants”).
2. Greystone Park Psychiatric Hospital (hereinafter “Greystone”) is a hospital pursuant to N.J.S.A. § 30:4-160. Throughout this Agreement, unless otherwise specified, “Greystone” shall refer to the hospital, as well as the officials responsible for managing and setting policy at the hospital, specifically the Commissioner of the Department of Health and the Chief Executive Officer of the hospital.
3. Plaintiffs and Defendants (hereinafter “Parties”) are both committed to complying with all applicable laws governing Greystone and the statutory and constitutional rights of Plaintiffs and all others similarly situated under the United States and New Jersey Constitutions, the Americans With Disabilities Act, 42 U.S.C. § 1201 et seq., Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq., the Patients’ Bill of Rights, N.J.S.A. § 30:4-24.2 et seq.,
4. and New Jersey’s involuntary commitment laws.
5. The mutual goals of this Agreement are to ensure that psychiatric patients under State care in Greystone receive the psychiatric and medical care that is consistent with accepted professional standards in the field, the best possible access to medical care, and that all applicable legal

rights and constitutional protections are afforded to each patient who receives care at Greystone.

6. On December 17, 2018, Plaintiffs filed an action in the United States District Court for the District of New Jersey against Defendants alleging constitutional and statutory violations under the United States and New Jersey Constitutions, the Americans With Disabilities Act, 42 U.S.C. § 1201 et seq., Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq., the Patients' Bill of Rights, N.J.S.A. § 30:4-24.2 et seq., and New Jersey's involuntary commitment laws. On May 6, 2019, Defendants filed a Motion to Dismiss Plaintiffs' complaint. In response, on June 10, 2019, Plaintiffs filed their First Amended Complaint. On June 13, 2019, Plaintiffs filed a Motion for a Preliminary Injunction. On June 26, 2019, Defendants filed their opposition to Plaintiffs' Motion for a Preliminary Injunction. On July 18, 2019, Defendants filed a Motion to Dismiss Plaintiffs' Amended Complaint.
7. On July 19, 2019, the Court terminated all pending motions and referred this matter to mediation. On October 29, 2019, the Court extended the mediation period for 90 days.
8. Mediation concluded on January 16, 2020, and, beginning on or around the January 23, 2020, the parties continued settlement discussion with the assistance of the Court.
9. The parties ultimately reached an agreement that was placed on the record on February 19, 2020, and is memorialized hereby.¹

¹ The settlement placed on the record on February 19, 2020 contemplated implementation of many of the settlement's provisions by June 1, 2020. However, in March 2020, Greystone, the Greystone administration, the Department of Health and the State of New Jersey were impacted by the COVID-19 pandemic and public health emergency, which caused delays in compliance. Consequently, the parties were forced to significantly adjust certain agreed-upon implementation dates in consideration of the public health restrictions in place.

10. In entering into this Settlement, Class Counsel took into account that Defendants would assert a number of legal and factual defenses, that litigation is always uncertain and that delays are common and expected including discovery delays, extensive motion practice and appeals. Class Counsel have conducted an examination into, and an evaluation of, the law and the facts relating to the matters set forth in the litigation, regarding how best to confer a substantial benefit to those similarly situated to Plaintiffs in light of the strengths and weaknesses of their claims and the obstacles and risks of certifying a class action and establishing liability and obtaining damages through the appeals process.
11. Defendants have determined that it is desirable that the Litigation be settled and dismissed upon the terms set forth in this Settlement because this Settlement will: (a) minimize the expense, inconvenience and distraction of continued litigation by Plaintiffs and those similarly situated, and (b) result in the dismissal of the Amended Complaint with prejudice as to the Plaintiffs and the Settlement Class, and (c) provide for improved safety and quality of care. Defendants have denied and continue to deny each and every allegation in the Amended Complaint, including all allegations of liability and wrongdoing,
12. The Parties acknowledge that the United States District Court for the District of New Jersey (hereinafter “the Court”) has jurisdiction over this case pursuant to 42 U.S.C. § 1983, 42 U.S.C. § 1985, and 28 U.S.C. § 1331 and § 1343(a)(3) and (4). Venue is proper in this District pursuant to 28 U.S.C. § 1391(a). The Parties agree that the Court has the authority to approve this Settlement Agreement and to enforce its terms.
13. Implementation of this Agreement shall begin immediately on the date in which the Court enters an Order granting Final Approval of the Settlement.

14. Upon the issuance of the Final Approval Order of this Settlement by the Court, all claims against Defendants shall be dismissed with prejudice.

II. OVERSIGHT COMMITTEE

1. The Parties agree to create an Oversight Committee (hereinafter “Committee”) pursuant to this Agreement.
2. The Committee shall consist of three (3) designees appointed by the Commissioner of the New Jersey Department of Health, three (3) designees appointed by the Director of the Division of Mental Health Advocacy of the New Jersey Office of the Public Defender, and one (1) independent designee with expertise in mental health and hospital management or healthcare quality improvement who shall be jointly appointed by the Deputy Commissioner of the Department of Health and the Director of the Division of Mental Health Advocacy. In the event the Deputy Commissioner of the Department of Health and the Director of the Division of Mental Health Advocacy cannot agree on a joint appointment or any reappointment of an independent designee within thirty (30) days, the Court shall make an appointment upon application.
3. In the event a Committee member resigns or can no longer fulfill the functions as detailed herein, the party who had appointed that Committee member shall appoint a new Committee member within thirty (30) days. The Parties agree to maintain three (3) designees from the New Jersey Department of Health, three (3) designees from the Division of Mental Health Advocacy of the New Jersey Office of the Public Defender, and one (1) independent member with expertise in mental health and hospital management or health care quality improvement who shall be jointly appointed by the Deputy Commissioner of the Department of Health and the Director of the Division of Mental Health Advocacy. In the event the Deputy

Commissioner of the Department of Health and the Director of the Division of Mental Health Advocacy cannot agree on a joint appointment of an independent designee, the Court shall make an appointment upon application.

4. The Committee's role is to oversee the enforcement and implementation of the terms of this Agreement. The Committee will review and report to the Deputy Commissioner of the Department of Health and the Director of the Division of Mental Health Advocacy on Defendants' compliance with the Agreement as often as it deems necessary, but no less than annually. The Parties will cooperate fully with the Committee.
5. Each member of the Committee shall be authorized to review all confidential documentation relating to the administration of Greystone, private patient information, and personal identifiers as required to fulfill the responsibilities of the Committee. To that effect, each Committee member shall sign a confidentiality agreement in the form annexed hereto as "Exhibit A."
6. The Committee shall confer regularly, both formally and informally, with the Parties on matters related to implementation efforts and compliance.
7. The Committee shall have full access to the people, places, and documents that are necessary to assess Defendants' compliance with and/or implementation of this Agreement, subject to applicable security protocols.
8. The Committee shall meet at least once a month and more frequently if necessary. Although the Committee is required to meet in-person, in light of current public health restrictions, members may appear virtually until such restrictions are lifted, but virtual attendance shall not be permitted beyond December 31, 2021, unless leave of Court is sought and obtained. The Parties agree to gather a quorum for its monthly meeting. Quorum shall constitute a meeting of no fewer than five (5) attending Committee members who are physically present in the same

room. An assembly of fewer than five (5) members of the Committee shall not constitute a duly assembled body legally competent to transact business, propose, or vote on resolutions. A Committee member shall propose a resolution for every official act of the Committee including finalizing the contents of the reports to be submitted to the Deputy Commissioner of the Department of Health and the Director of the Division of Mental Health Advocacy.

9. Every proposal within the Committee shall be put to a vote during the monthly meeting. Votes may occur at other Committee meetings only if at least five (5) members are present. A resolution is passed whenever a majority of the quorum votes in support of the resolution.
10. Should a majority consensus not be reached after a vote regarding a proposed resolution, the independent designee may elect to either adjourn the vote or exercise an additional vote to resolve the stalemate.
11. Once a majority consensus regarding the proposed resolution is reached, a Committee member who voted in favor of the proposal shall be designated to write and deliver the resolution on behalf of the Committee prior to the next Committee meeting.
12. In the event that the Committee determines by majority vote that Defendants have failed to comply with any provision of this Agreement, the Committee shall report the noncompliance to the CEO of Greystone.
 - a. If a satisfactory resolution is not presented to the Committee within seven (7) calendar days, the Committee shall report the matter to the Deputy Commissioner of the Department of Health. If the matter is not addressed to the satisfaction of the Committee within seven (7) calendar days thereafter, the Committee is authorized, by resolution, to refer the matter to the Office of the Public Defender to commence legal action on behalf of any patient affected.

- b. If the Committee determines that Defendants' noncompliance with any provision of this Agreement jeopardizes or exposes patients to death or serious bodily injury, the Committee is authorized to request that the CEO of Greystone or the Deputy Commissioner of the Department of Health cease new patient admissions to Greystone. Greystone must respond and detail in writing within two (2) business days as to why new patient admissions should not be ceased. The Committee, by resolution, shall refer the matter to the Office of the Public Defender to commence legal action on behalf of any patient or patients affected.
13. The Committee shall be authorized to vote to remove the Settlement Agreement Liaison through resolution. In this circumstance, Greystone shall appoint a new Settlement Agreement Liaison within thirty (30) days from the date of the resolution for removal.

III. SETTLEMENT AGREEMENT LIAISON

1. Within thirty (30) days from the date of the Preliminary Approval Order of this Agreement, Greystone shall appoint a Settlement Agreement Liaison to act as a liaison between Greystone and the Committee.
2. Greystone and the Settlement Agreement Liaison shall maintain sufficient records to document that the requirements of this Agreement are being properly implemented and shall make such records available to the Committee for inspection and copying. Such action is not intended, and shall not be construed, as a waiver, in litigation with third parties, of any applicable statutory or common law privilege associated with such information. The Committee may access this information to implement this Agreement but agrees to maintain such information

in strict confidence as required by the confidentiality agreement set forth at Exhibit A, as well as any applicable law or regulation.

3. Greystone and the Settlement Agreement Liaison shall work collaboratively with the Committee in developing its implementation plans. The Committee shall have full access to persons, employees, facilities, buildings, programs, services, documents, records, and materials that are necessary to assess Defendants' compliance and/or implementation efforts with this Agreement. Such access shall include, but is not limited to, departmental records, facility records, individual medical records and other records. Such access shall include physical access to inspect the infrastructure, medical facilities, medical equipment, and other pertinent areas or objects where the need may arise. Such access is not intended, and shall not be construed, as a waiver, in litigation with third parties, of any applicable statutory or common law privilege associated with such information. The Committee shall use this information to implement and enforce this Agreement and agrees to maintain this information in strict confidence as required by the confidentiality agreement set forth at Exhibit A, as well as any applicable laws or regulations.
4. Greystone shall ensure the Settlement Agreement Liaison's availability to the Committee during regular business hours. In case of an emergency, Greystone shall provide an emergency contact number for direct contact to the Settlement Agreement Liaison or his/her designee.
5. Greystone shall ensure that the Settlement Agreement Liaison is provided with sufficient resources and manpower to perform all duties listed in this Agreement without delay and in a thorough and high-quality matter.
6. Notice provided by the Committee to the Settlement Agreement Liaison shall constitute sufficient notice to Greystone.

IV. GENERAL PROVISIONS

1. This Settlement Agreement shall be presented to the United States District Court for the District of New Jersey and made part of the docket of this case in connection with Plaintiffs' motions seeking preliminary and final approval of this proposed Settlement. The Parties intend that this Settlement Agreement be entered by the Court as an Order of the Court, as further described below.
2. The United States District Court, District of New Jersey, Newark Vicinage, shall retain jurisdiction to implement and enforce the Settlement Agreement and its terms, and the Parties and the Settlement Class submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement Agreement.
3. The Parties may consent to additional time to resolve compliance issues.
4. This Agreement shall constitute the entire integrated Settlement Agreement of the Parties.
5. Any modification of this Agreement shall be executed in writing by the Parties, shall be filed with the Court, and shall not be effective until the Court enters an Order approving the modified agreement and retains jurisdiction to enforce it.
6. The Agreement shall be applicable to, and binding upon, all Parties, patients, their employees, assignees, and their successors in office. If Greystone contracts with an outside provider to fulfill any obligations contained herein, the Agreement shall be binding on any contracted parties, including agents and assignees.
7. Defendants with the requisite governmental authority shall ensure that all appropriate agencies take all action necessary for Defendants and Greystone to comply with provisions of this Agreement. Nothing in this agreement shall confer on any Defendant any control over Greystone not otherwise vested in the individual or agency by law.

8. Greystone agrees that it shall not take adverse action against any person because that person has filed or may file a complaint, provided assistance or information, or participated in any other manner in Plaintiff's investigation or the Committee's activities related to this Agreement. Greystone further agrees that it shall conduct a timely and thorough investigation into any allegations of adverse action taken against any person that pertains to this Agreement and it shall take corrective action identified through such investigations.
9. Greystone and the Settlement Agreement Liaison shall be responsible for investigating every complaint as it relates to this Settlement Agreement. Once the investigation is completed, a report must be written detailing the investigation findings, whether the complaint was substantiated, and what corrective steps are being taken, including the timeframe for any corrective action that is necessary to comply with this section of this Agreement.
10. Nothing contained within this Agreement is intended to abridge a patient's right to seek the advice or assistance of counsel.
11. Greystone shall post a notice of protected employee actions as they apply to this Settlement Agreement:
 - a. This Settlement Agreement prohibits Greystone from taking adverse action against an employee because the employee does any of the following:
 - i. Discloses to a supervisor or the Oversight Committee an activity, policy or practice of the employer, supervisor or other staff, that the employee reasonably believes is a violation of the terms of this Settlement Agreement or reasonably believes constitutes improper quality of patient care.
 - ii. Provides information to or testifies before the Oversight Committee as part of an investigation, hearing or inquiry into any alleged violation of the terms of

this Settlement Agreement by Greystone, any employee or contractor of Greystone.

- iii. Provides information to or testifies before the Oversight Committee as part of an investigation, hearing or inquiry into any alleged violation of the terms of this Settlement Agreement concerning the quality of patient care.
- iv. Provides information regarding deception or misrepresentation to a Supervisor or the Oversight Committee.
- v. Objects to or refuses to participate in any activity, policy or practice which the employee reasonably believes:
 - a. is in violation of this Settlement Agreement;
 - b. is fraudulent or criminal; or
 - c. violates the safety or the welfare of the patients.
- vi. Greystone shall make available this Settlement Agreement to all employees and contractors.

12. Any patient and/or any individual who is involved in the patient's care, including any family member, staff member, or attorney representing the patients as a class or individually can make a complaint in writing to the Settlement Liaison on the patient's behalf as it relates to this Settlement.

13. Greystone shall make complaint forms readily and visibly accessible to patients and to the public.

14. The Settlement Agreement Liaison shall be responsible for investigating every complaint filed. The Settlement Agreement Liaison shall interview relevant Greystone staff members and patients and review all relevant documentation during the course of its investigations.

15. The Settlement Agreement Liaison shall make himself/herself available to the Oversight Committee to answer any questions, produce any relevant documents, and facilitate the production of any persons the Committee may require regarding this Settlement.
16. Greystone shall ensure all staff members and its agents fully cooperate and make themselves available to the Settlement Agreement Liaison with respect to any investigations regarding this Agreement.
17. The Settlement Agreement Liaison shall thoroughly conduct and complete all investigations within five (5) business days of receipt of a complaint regarding this Agreement. At the completion of the investigation, the Settlement Agreement Liaison shall generate a report in writing within three (3) business days, detailing the steps taken during the investigation, including the staff members and patients interviewed, and the documents reviewed, if applicable. The Settlement Agreement Liaison shall clearly state his/her findings, including whether the complaint is substantiated, and whether a violation has occurred.
18. The purpose of the Settlement Agreement Liaison's investigative authority is to collect information and determine whether there is a violation of this Agreement. In the event the Settlement Agreement Liaison concludes after the investigation that a violation has occurred, it shall notify Greystone and the Committee immediately. In the event of a violation, Greystone shall have five (5) business days to submit to the Committee a written report detailing the corrective action it intends to take with specificity, including a timeline projected for completion.
19. The Settlement Agreement Liaison shall ensure that any investigation reports and collected information associated with each complaint be preserved and produced in writing to the Committee monthly. This includes unsubstantiated complaints and complaints the Settlement

Agreement Liaison determined do not fall within the parameters of this Agreement which will be reviewed by the Patient Services Compliance Unit (“PSCU”).

20. If an unforeseen circumstance occurs that causes an inability to timely fulfill any requirements of this Agreement, Greystone shall notify the Director of Mental Health Advocacy and the Committee in writing within seven (7) calendar days after Greystone becomes aware of the unforeseen circumstance and its impact on Greystone’s ability to perform under the Agreement. The notice shall describe the reason for the inability to perform, the measures taken to prevent or minimize the inability to perform, and the estimated time to perform any such requirements. Greystone shall take all reasonable measures to avoid or minimize any such inability to perform any requirements of this Agreement.
21. Failure by any Party to enforce this entire Agreement or any provision of the Agreement shall not be construed as a waiver, and the Parties maintain their right to enforce deadlines and other provisions of this Agreement.
22. Greystone’s counsel and counsel for Plaintiffs shall promptly notify each other of any court or administrative challenge to this Agreement and shall defend against any challenge to the Agreement.
23. The Parties represent and acknowledge that this Agreement is the result of extensive, thorough and good faith negotiations. The Parties further represent and acknowledge that the terms of this Agreement have been voluntarily accepted, after consultation with counsel, for the purpose of making a full and final compromise and settlement of any and all claims arising out of the allegations set forth in the complaints and pleadings in these Actions. Each Party to this Agreement represents and warrants that the person who has signed this Agreement on behalf

of his or her entity is duly authorized to enter into this Agreement and to bind that Party to the terms and conditions of this Agreement.

24. This Agreement is enforceable even if multiple copies of the Agreement are signed in counterpart.
25. In connection with the resolution of this case and pursuant to Fed. R. Civ. P. 23(b)(2), Plaintiffs shall seek, for settlement purposes only, an Order preliminarily approving the proposed injunctive relief settlement, certifying a settlement class defined as “all current patients of Greystone Psychiatric Hospital,” approving a notice procedure that comports with Fed. R. Civ. P. 23(e)(1) in order to provide notice of the settlement to the class, appointing class counsel and scheduling a final fairness hearing. Defendants agree not to oppose any motion for a Preliminary Approval Order, although Defendants reserve the right to respond to Plaintiffs’ motion, if necessary, to clarify any facts or inconsistencies. Defendants further agree to cooperate with and assist Class Counsel in marshalling and presenting documents and factual support as will be necessary in connection with the Court’s consideration of the Settlement.
26. If this Settlement Agreement is not approved by the Court or if this Settlement Agreement is terminated or canceled under the terms of this Settlement Agreement, (a) this Settlement Agreement, and the certification of the Settlement Class provided for herein, will both be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Party’s position on the issue of class certification; (b) the Parties will be returned to the *status quo ante* with respect to every issue of fact and law as they stood on the date of signing of this Settlement Agreement as if this Settlement Agreement had not been entered into; (c) any Order entered pursuant to this Settlement Agreement shall be vacated and of no further force or effect; (d) neither this Settlement Agreement nor any

provision thereof nor any Order entered on or pursuant to this Settlement Agreement shall be used or relied on in the Litigation or any other proceedings for any purpose; and (e) all negotiations, proceedings and statements made in connection with this Settlement Agreement shall be without prejudice to any person, entity or Party and shall not be deemed an admission by any person, entity or Party of any act, matter, fact or proposition and may not be used in this or any other proceeding for any purpose other than in connection with this Settlement Agreement.

27. Within thirty (30) days after execution of this Settlement Agreement or on a date scheduled by the Court, Plaintiffs shall present a motion requesting that the Court enter a Preliminary Approval Order. Defendants agree not to oppose any such motion, although Defendants reserve the right to respond to Plaintiffs' motion, if necessary, to clarify any facts or inconsistencies.

28. Among other things, the Preliminary Approval Order shall specifically provide for the following: (a) a preliminary finding that the settlement and this Settlement Agreement are fair, reasonable, adequate; (b) the appointment of counsel for Plaintiffs as interim Class Counsel and Plaintiffs as class representatives; (c) a preliminary finding that the Plaintiffs and Class Counsel will adequately represent the class; (d) a procedure by which notice of the terms of the proposed settlement shall be provided to the class and through which objections may be lodged, pursuant to Fed. R. Civ. P. 23(e)(1); and (e) a date on which a Final Fairness Hearing is to be held.

- a. Notice of the terms of the settlement shall be provided in a reasonable manner, which shall include, but not be limited to, the following: (a) the posting in each unit and in each of the cottages of a notice generally describing the Settlement and

directing attention to a source of more detailed information; (b) the distribution of a copy of this Settlement Agreement to each current patient at the hospital; (c) the establishment by the Office of the Public Defender and/or Class Counsel of a dedicated telephone number through which they can be reached and questions regarding the settlement can be addressed; (d) to the extent possible, Plaintiffs' Counsel shall make themselves available to all patients for in-person question and answer meetings to take place at the hospital at which a representative of the Office of the Public Defender and a representative of Class Counsel shall be available to answer all patient and family questions concerning the Settlement Agreement, notice of which shall be sufficiently provided; and (e) the establishment of a system through which all patient contact during the notice period concerning the Settlement Agreement, both in-person and by telephone, shall be logged and reported to the Court. In light of the current public health restrictions due to COVID-19, the parties will establish procedures to provide notice to all patients that will as reasonably as practicable substitute for in-person communication. Such procedures will include, for example, combinations of video and virtual presentations.

- b. The foregoing notice procedure shall be employed over the course of thirty (30) days. Class Counsel and the Office of the Public Defender shall be responsible for implementing the notice procedure and for the cost of providing notice as is described herein. Defendants agree to cooperate and assist with the implementation of the foregoing notice procedure as necessary, and to the extent possible, by providing access to hospital facilities for meetings and facilitating patient and

family contact with the Office of the Public Defender and Class Counsel regarding this Settlement Agreement.

29. On the date selected for the Final Fairness Hearing, Plaintiffs shall request that the Court enter a Final Approval Order. Among other things, the Final Approval Order shall specifically provide for the following: (a) certification the Settlement Class for settlement purposes only; (b) the appointment of counsel for Plaintiffs as Class Counsel; (c) a finding that the settlement is fair, reasonable and adequate; (d) a finding that Plaintiffs and Class Counsel fairly and adequately represent the interests of the Settlement Class; (e) a finding that the Notice satisfied the requirements of due process, the Federal Rules of Civil Procedure and any other applicable rules or laws; (f) a finding that the settlement represents a fair resolution of all claims asserted on behalf of the Class Members and should fully and finally resolve all such claims; (g) approval of Class Counsel's request for an award of fees, as further described in Paragraphs 30-34 below; and (h) a finding that this Settlement Agreement should be, and is, approved and should be implemented according to its terms.
30. Simultaneously with Plaintiffs' motion seeking the Final Approval Order, Class Counsel shall apply to the Court for an Order awarding attorneys' fees and costs, pursuant to and in connection with the relief obtained under 42 U.S.C. § 12205, 43 U.S.C. § 12132, 42 U.S.C. § 1988, 29 U.S.C. § 794, U.S. Constitution – Fifth, Eighth and Fourteenth Amendments, N.J.S.A. § 30:4-24.2, et seq., N.J.S.A. § 30:4-27.1, et seq., and N.J. Constitution – Article 1, Paragraphs 1 and 14.
31. Class Counsel's application for an award for fees and costs shall comply with the guidelines of the Third Circuit. Defendants and Class Counsel have agreed that Class Counsel shall apply for an award of fees and costs that will not exceed \$500,000.00. Defendants have agreed that

they will pay attorneys' fees and costs up to, but not exceeding that amount if so awarded by the Court. Defendants further agree that they shall not object to Class Counsel's fee application, provided that the award sought does not exceed that amount.

32. The Parties further agree that, to the extent future attorneys' fees and costs are incurred in connection with the implementation of this Agreement and the resolution of compliance issues, Class Counsel shall be entitled to make further applications to the Court for an award of reasonable attorneys' fees and costs incurred in furtherance of such work. The parties understand that the attorney fee cap provided in Paragraph 31 above is intended to apply to all work performed up to and including the Final Fairness Hearing.

33. If the Court indicates, prior to a final decision at the Final Fairness Hearing, that the Settlement will not be approved unless certain changes are made, the Parties will remain bound to the terms of this Settlement for sixty (60) calendar days while those changes are discussed and, if no agreement is reached concerning a revised settlement proposal, the Parties will jointly ask the Court for sufficient additional time to seek approval of the Settlement Agreement as revised. To the extent the Parties cannot reach an agreement within the sixty (60) days or any agreed-upon extension thereof, either Party may declare the Settlement null and void.

34. Except as expressly provided in paragraphs 31 and 32 above, the Parties shall bear their own fees and expenses in connection with the litigation and settlement.

V. HOSPITAL MAXIMUM CAPACITY

1. Greystone's maximum capacity of 506 patients shall not be exceeded under any circumstance.

2. In the hospital proper, the maximum census shall be 450 patients. Greystone shall maintain up to eighteen (18) inpatient units (hereinafter “units”) with a maximum capacity of twenty-five (25) patients per unit.
3. The maximum patient capacity in the seven Mountain Meadow cottages shall be 56 patients. Each of the seven cottages shall maintain a maximum capacity of 8 patients.
4. Units or cottages in need of repair or maintenance do not constitute a waiver of Greystone’s duty to comply with all the conditions specified in this Agreement.
5. Greystone shall establish and maintain acute and long-term care units within the hospital and cottages on the grounds of the hospital. Based on patient needs, Greystone shall assign patients to units containing cohorts that most appropriately correspond with the patients’ clinical needs.
6. The Settlement Agreement Liaison shall make himself/herself available to the Oversight Committee to answer any questions, produce any relevant documents, and facilitate the production of any persons the Committee may require regarding this section.

VI. STAFFING REQUIREMENTS

1. Greystone shall ensure that the patients it serves are receiving clinical care that reflects the latest, evidence-based behavioral healthcare. Greystone has conducted a review of staffing plans for clinical titles with the goal of increasing face-to-face therapy services to patients across the system.
2. The Psychiatry department shall include but not be limited to Psychiatrists and Advanced Practice Nurses.
 - a. “Psychiatrist” shall be defined as a physician with three (3) years of residency training in psychiatry and licensed by the New Jersey Department of Law & Public

Safety, Division of Community Affairs, New Jersey State Board of Medical Examiners to practice psychiatry in the State of New Jersey.

- b. “Advanced Practice Nurse” shall be defined as a nurse with a current and valid certification as an APN, issued by the New Jersey Board of Nursing, in that category of advanced practice which is appropriate to the position, as determined by the appointing authority.
- c. Based on a maximum capacity of 506 patients, Defendants shall average a 1:15 psychiatric care provider-to-patient ratio on admissions units and DD units. By July 6, 2021, there shall be at least one (1) psychiatrist assigned per unit in the hospital and at least two (2) psychiatrists assigned to the cottages. Greystone shall maintain a 1:25 psychiatric care provider-to-patient ratio on all other units and cottages. These psychiatric care provider-to-patient ratios shall be inclusive of both employed and contracted psychiatrists, as well as Advance Practice Nurses (APNs).
- d. As required by the Joint Commission, the Medical Staff bylaws at all of the State psychiatric hospitals will be revised to include APNs as part of the Medical Staff as non-voting members. Greystone shall continue to actively recruit qualified medical staff to fill any vacant positions and maintain the above staff-to-patient ratios.
 - i. By July 6, 2021 and continuing thereafter, Greystone shall staff and maintain the hospital according to the above ratios between the daytime hours of 8:00 a.m. and 4:00 p.m.
 - ii. By July 6, 2021 and continuing thereafter, Greystone shall staff and maintain the hospital with no fewer than two (2)

psychiatrists each day between evening hours of 4:00 p.m. and 12:00 a.m., and one (1) psychiatrist from 12:00 a.m. to 8:00 a.m., the night shift.

3. The Psychology department shall include, but not be limited to Psychologists and Behavior Support Staff, which consists of Board-Certified Behavior Analysts and Behavior Support Technicians.

a. “Psychologist” shall be defined as a graduate of an accredited program with a doctoral degree in psychology and eligible for licensure by the New Jersey Department of Law & Public Safety, Division of Community Affairs, and New Jersey State Board of Psychological Examiners to practice psychology in the State of New Jersey.

b. “Board Certified Behavioral Analyst” shall be an individual who possess a certificate as a “Certified Associate Behavior Analyst” issued by the Behavior Analyst Certification Board, Inc.

c. “Behavior Support Technicians” shall be defined as a graduate of an accredited college or university with a Bachelor's degree in Psychology, Special Education, Sociology, Guidance and Counseling, Social Work, or other similar behavior science program.

i. By July 6, 2021 and continuing thereafter, Greystone shall staff and maintain the hospital with no fewer than twenty (20) full-time psychologists on staggered shifts, Monday through Friday.

- ii. By July 6, 2021 and continuing thereafter, Greystone shall staff and maintain Greystone with no fewer than eight (8) full-time Behavior Support Staff.
- 4. “Internist” shall be defined as a physician licensed by the New Jersey Department of Law & Public Safety, Division of Community Affairs, New Jersey State Board of Medical Examiners to practice medicine in the State of New Jersey. An internist working at Greystone shall also maintain current course completion accreditation for Basic Life Support (BLS) to be renewed every two (2) years.
 - a. By January 1, 2021 and continuing thereafter, Greystone shall staff and maintain the hospital with a provider to patient ratio of 1:45 each day between the hours of 8:00 a.m. and 4:00 p.m. Additionally, there will be one (1) internist on evenings, 4:00 p.m. to 12:00 a.m.; and one (1) internist on nights, 12:00 a.m. to 8:00 a.m.
- 5. “Dentist” shall be defined as a graduate of an accredited school of dentistry who is licensed by the New Jersey Department of Law & Public Safety, Division of Community Affairs, New Jersey State Board of Dentistry, to practice dentistry in the State of New Jersey.
 - a. Before July 6, 2021 and continuing thereafter, Greystone shall staff and maintain the hospital with at least one (1) full-time dentist each business day between the hours of 8:00 a.m. and 4:00 p.m. In addition, dental services shall be staffed with one (1) dental hygienist and one (1) dental assistant.
- 6. “Nursing Staff” shall be defined as all Registered Nurses, Licensed Practical Nurses, Human Services Assistants, and Human Services Technicians.
 - a. A Registered Nurse shall consist of both Charge and Staff Nurses. Charge Nurses shall be registered as a professional nurse in the State of New Jersey and have at

least one (1) year of experience as a professional nurse in a hospital or other institution, clinic, or medical center. Staff Nurses shall be registered as a professional nurse in the State of New Jersey. Both titles shall be a graduate of an accredited program in nursing and be licensed by the New Jersey Department of Law & Public Safety, Division of Community Affairs, New Jersey Board of Nursing, to practice as a nurse in the State of New Jersey.

- b. “Practical Nurse” shall be defined as a nurse with a current and valid certification as a Licensed Practical Nurse in the State of New Jersey.
- c. “Human Services Technician” shall be defined as a staff member who has at least 1-year experience in non-professional nursing care in an institution, nursing home, or hospital.
- d. “Human Services Assistant” shall be defined as a staff member who provides non-professional nursing care in an institution, nursing home, or hospital.
- e. By July 6, 2021 and continuing thereafter, Greystone shall staff and maintain the hospital with no fewer than one (1) full-time nursing staff per three (3) patients each day during the day and evening shifts and one (1) full-time nursing staff to five (5) patients on the night shift on all Admissions and Developmental Regulation units. Additionally, there will be one (1) full-time nursing staff to six (6) patients on long-term units and in the cottages.
 - i. The above ratios shall include at least one (1) Registered Nurse per shift.
 - ii. The above ratios shall not include staff assigned to the Patient Information Centers.

7. “Social Work Staff” is comprised of Master’s level Social Workers, Social Services Aides, and Social Work Administration.
 - a. “Social Worker” shall be defined as a graduate of an accredited school of social work with a Master’s degree, and be eligible to be licensed by the New Jersey Department of Law & Public Safety, Division of Community Affairs, New Jersey State Board of Social Work Examiners, as a licensed social worker or licensed clinical social worker.
 - b. “Social Service Aide” shall be defined as a graduate of an accredited college or university who has a Bachelor’s degree in social work, psychology, or related health field. A social service aide working at Greystone must have a minimum of one (1) year of experience working with individuals with mental illness or developmental disability.
 - c. By July 6, 2021 and continuing thereafter, Greystone shall staff and maintain the hospital with no fewer than two (2) full-time Social Work Staff per twenty-five (25) patients each day on staggered shifts, Monday through Friday.
8. “Occupational Therapy Department” includes, but is not limited to, Principal Occupational Therapist, Occupational Therapist, and Occupational Therapist Assistant. This department shall include individuals that are graduates of an accredited college or university who have earned a certification, associate or Bachelor’s degree, or Master’s degree in occupational therapy from an accredited school.
 - a. By July 6, 2021 and continuing thereafter, Greystone shall staff and maintain the hospital with no fewer than ten (10) full-time occupational therapy staff. This staff shall include no fewer than fifty percent (50%) of Occupational Therapists.

9. “Rehabilitation Services Department” includes, but is not limited to: Rehab Counselors, Recreation Services, Physical Therapy, Speech and Hearing, Art/Music Therapy, Vocational Rehab, and Educational Services. Rehabilitation Services staff shall provide a vast array of services to meet the needs of the patient population while working staggered hours, seven (7) days per week, which include weekends and holidays.
 - a. “Counselor” shall be defined as a graduate of an accredited college or university with a Master’s degree in rehabilitation counseling, vocational counseling, and is eligible for licensure by the New Jersey Department of Law & Public Safety, Division of Community Affairs, New Jersey State Professional Counselor Examiner’s Committee.
 - i. By July 6, 2021 and continuing thereafter, Greystone shall staff and maintain the hospital with at least twenty-four (24) full-time counselors and fifty-five (55) aides.
 - b. “Art Therapist” shall be defined as a graduate in possession of a Master's degree in Art Therapy or related field with at least twenty-one (21) semester hours of credit in art therapy from an accredited college or university, including or supplemented by sixty (60) hours of supervised clinical training in art therapy at an accredited college or university with a Master’s degree in art therapy from an accredited program and is certified by the Art Therapy Certifications Board.
 - i. By July 6, 2021 and continuing thereafter, Greystone shall staff and maintain the hospital with at least four (4) full-time art therapists.

- c. “Physical Therapist” shall be defined as a graduate from a physical therapy accredited program and is licensed by the New Jersey Department of Law & Public Safety, Division of Consumer Affairs Board of Physical Therapy Examiners.
 - i. Before July 6, 2021 and continuing thereafter, Greystone shall staff and maintain the hospital with at least three (3) full-time physical therapists.
- d. “Speech/Hearing Specialist” shall be defined as an individual who possesses a current and valid license as a Speech Pathologist/Audiologist issued by the Audiology and Speech-Language Pathology Advisory Committee, Division of Consumer Affairs, Department of Law and Public Safety.
 - i. By July 6, 2021 and continuing thereafter, Greystone shall staff and maintain the hospital with at least one (1) Speech/Hearing Specialist.
- e. “Teacher” shall be defined as an individual who possesses a valid NJ Standard Teacher's Certificate or Permanent Endorsement, issued by the Board of Examiners of the New Jersey Department of Education, authorizing instruction in subject areas appropriate to the teaching assignment, as determined by the facility.
 - i. By July 6, 2021 and continuing thereafter, Greystone shall staff and maintain the hospital with at least five (5) adult education teachers.
- f. Nothing in this section shall be construed to pose a limitation on staff hiring, full-time or otherwise, and the positions listed in this section do not encompass a comprehensive list of the professionals necessary to run an adequate psychiatric hospital. Greystone shall adequately staff and maintain other essential positions not explicitly listed in this Agreement.

- g. Greystone shall maintain a system of psychiatrists assigned to patients in order to ensure continuity of care, to the greatest extent possible. A psychiatrist will be assigned to each unit of the hospital.
- 10. Greystone shall employ the services of an adequate number of nutritionists and registered dieticians to ensure that all patients' nutritional and dietary needs are individually assessed and met. The assessments shall take into consideration and accommodate, if reasonably possible, the patients' food requirements and preferences.
- 11. Greystone and the Settlement Agreement Liaison shall establish and continuously maintain documentation regarding the efforts to recruit and hire candidates, and the staffing levels achieved.
- 12. Greystone and the Settlement Agreement Liaison shall produce a monthly written report to the Committee at the end of each month to provide a detail of all updates on staffing issues.
- 13. The Settlement Agreement Liaison shall make himself/herself available to the Committee to answer any questions, produce any relevant documents, and facilitate the production of any persons the Committee may require.

VII. CODE CARTS, EMERGENCY DRUG KITS, AND CHOKE KITS

- 1. At all times, a minimum of seven (7) code carts shall be fully stocked and maintained in the main building. One (1) cart shall be located in central staffing, one (1) cart in Area 3 administrative offices, one (1) cart in Area 2 administrative offices, one (1) cart in Area 1 administrative offices, one (1) cart in the J-wing music room, one (1) cart in the gym office, and one (1) cart in the ground floor men's locker room. Each cart will have a manual or automated external defibrillator.

2. All code carts shall be fully stocked and operational before June 1, 2020. Each code cart will be stocked with the following items:

- Airways Adult (80mm, 90mm, 100mm)
- Alcohol wipes (box)
- Gloves (non-sterile)
- IV prep kit
- Primary IV set, 15 drops/ml
- Syringe with needle 3ml x 21 ga x 1 and ½ inch – Vanishpoint Safety
- Syringe with needle 5ml x 21 ga x 1 and ½ inch – Vanishpoint Safety
- TB Syringe 1ml x 25 ga x 5/8 inch needle – Vanishpoint Safety
- Butterfly infusion set 21 G x ¾, 12 inch tubing
- Butterfly infusion set 23 G x ¾, 12 inch tubing
- IV Catheter 18 ga x 1 and ¼ inch – safety catheter
- IV Catheter 22 ga x 1 inch – safety catheter
- Suture Set
- Stethoscope
- Sphygmomanometer
- Thermometer
- Flashlight C Batteries
- Reading Glass 1.50 – 1 pr.
- Reading Glass 1.75 – 1 pr.
- Eye Wash – 4 oz.
- Sterile Water for irrigation x 2
- Bandage Scissors – 1 pair
- Nursing Shears – 1 pair
- Assorted Medical Tape
- Band-Aids – 1 inch and 3 inch
- Telfa 3x4 (5)
- Assorted Gauze Dressing: 2x2, sterile
- Assorted Gauze Dressing: 4x4, sterile
- Kling Gauze – 4-inch rolls (2)
- Kling Gauze – 6-inch rolls (2)
- ABD Dressing x 29
- Disposable Tongue Blades (20)
- Nasal Cannula Tubing
- 100% Non-rebreather mask
- Microshield CPR Mask
- Fluid Shield Mask (5)
- Procedure Mask (5)
- Isolation gowns (5)
- Clipboard and Recording Forms/pen
- Cold Packs (2)

- Hot Packs (2)
- OB Kit
- Oxygen Tank

3. Each code cart shall be stocked with the following medications:

Quantity	Medication description
2 pk	Epi-Pen 0.3mg (Epinephrine)
5	Aspirin Chewable 81mg U/D tabs
2	Benadryl (Diphenhydramine HCl) Inj 50mg/ml 1ml
6	Catapres (Clonidine) 0.1mg tabs LASA (look alike sound alike)
2	Cogentin (Benztropine) Inj 2mg/2ml, 2ml
1	Dextrose Inj 50% 25grams/50ml prefilled syringe
2	Geodon (Ziprasidone) Inj 20mg powder for injection
3	Glucose Gel 37.5gm/tube
1	Glucagon Emergency Kit
2	Haldol (Haloperidol) Inj 5mg/ml, 1ml
3	Lasix (Furosemide) Inj 10mg/ml (40mg/4ml) 4ml
2 pk	Narcan (Naloxone) Nasal Spray 4mg
1	Nitroglycerin Sublingual tabs 1/150 (0.4mg), 25 tabs
1	Sodium Chloride 0.9% Inj USP (Normal Saline) 10ml single dose vial
4	Sterile Water for Inj USP 10ml single dose vial
2	Zyprexa (Olanzapine) Inj 10mg powder for injection

4. All of the above items set forth in paragraph 2 of this section shall be stored in a gray “Emergency Drug Kit” bag, which shall also include the following medications:

Quantity	Medication description
3	Adrenaline (Epinephrine) Inj 1mg/ml 1ml vial
5	Aspirin Chewable 81mg U/D tabs
2	Benadryl (Diphenhydramine HCl) Inj 50mg/ml 1ml
6	Catapres (Clonidine) 0.1mg tabs LASA (look alike sound alike)
2	Cogentin (Benztropine) Inj 2mg/2ml, 2ml
1	Dextrose Inj 50% 25grams/50ml prefilled syringe
2	Geodon (Ziprasidone) Inj 20mg powder for injection
3	Glucose Gel 37.5gm/tube
1	Glucagon Emergency Kit
2	Haldol (Haloperidol) Inj 5mg/ml, 1ml
3	Lasix (Furosemide) Inj 10mg/ml (40mg/4ml) 4ml
3	Narcan (Naloxone) Inj 0.4mg/ml, 1ml
1	Nitroglycerin Sublingual tabs 1/150 (0.4mg), 25 tabs
1	Sodium Chloride 0.9% Inj USP (Normal Saline) 1000ml IV Bag
1	Sodium Chloride 0.9% Inj USP (Normal Saline) 10ml single dose vial
4	Sterile Water for Inj USP 10ml single dose vial
1	Zyprexa (Olanzapine) Inj 10mg powder for injection

5. An Emergency Drug Kit shall be located in the cart located in Central Staffing. An Emergency Drug Kit, as well as an orange Choke Kit bag, shall be stored in each unit and in each cottage.
6. All of the items below shall be stored in the Choke Kit bag:
 - Ambubag w/O2 Reservoir (1)
 - Choke- Aid Extractor (1)
 - Oral Airway (sm, med, lrg) (1)
 - Gauze Pads (4)
 - Welch Allyn Reusable Illuminator 160500 (1)
 - Welch Allyn 56901 Laryngoscope Small (1)
 - Welch Allyn 56903 Laryngoscope Large (1)
 - Batteries “AA” In The Illuminator (1)
 - Lubricant Jelly (4)
 - Sterile Gloves (1 pair)
 - Alcohol Prep Pads (4)
7. In addition to the gray “Emergency Drug Kit” bag and orange “Choke Kit” bag, the cart in Central Staffing shall also be equipped with the following emergency equipment:
 - Suction Machine

- Lifepack 500 (Monitor Defibrillator)
 - Wristlet and Ankle Splints
8. Greystone shall install an Automated External Defibrillator (AED) on each unit by June 1, 2020. Each cottage also shall be equipped with an AED by June 1, 2020.
 9. All nurses and physicians shall have access to all code carts, Emergency Drug Kits, and Choke Kits.
 10. At all times, a minimum of one (1) gray "Emergency Drug Kit" bag and an orange Choke Kit bag shall be maintained in each cottage.
 11. All supplies used from each code cart, Emergency Drug Kit, and Choke Kit shall be promptly replaced.
 12. All code carts, Emergency Drug Kits, and Choke Kits shall be monitored no less than once per week by full-time medical personnel with knowledge of the use and functionality of each item contained therein. Each code cart, Emergency Drug Kit, or Choke Kit shall be affixed with an inventory of its items, which shall be signed, dated, and time stamped by the medical personnel who is assigned to monitor them.
 13. When a "code blue" is announced on a unit, Emergency Drug and Choke Kits shall be deployed immediately. Upon the request by a physician, the nearest code cart shall be retrieved and brought to the patient care area. If a "code blue" occurs outside a medical unit, a medical staff member shall immediately retrieve and deliver the closest code cart.
 14. Greystone and the Settlement Agreement Liaison shall establish and continuously maintain documentation regarding the code carts, Emergency Drug Kits, and Choke Kits including purchase orders, invoices, and inspection records.

15. The Settlement Agreement Liaison shall make himself/herself available to the Committee to answer any questions, produce any relevant documents, and facilitate the production of any persons the Committee may require regarding this section.

VIII. TREATMENT AND MEDICAL SERVICES AND PATIENT RIGHTS

1. Pursuant to N.J.S.A. § 30:4-24.2 et seq., all Greystone patients are entitled to the right to receive prompt and adequate medical treatment.
2. All Defendants and all Greystone staff will take all necessary steps to ensure that all the individual personal and civil rights mandated by N.J.S.A. § 30:4-24.1 and N.J.S.A. § 30:4-24.2 (Patients' Bill of Rights) are hereinafter afforded to all patients.
3. Treatment shall focus upon a patient's strengths, rather than solely addressing symptoms. Patients are at all times entitled to respect for their individuality and recognition that their personalities, needs and aspirations are not determined on the basis of a psychiatric label. They shall also be treated with dignity.
4. Treatment shall be delivered according to an individualized treatment and discharge plan.
5. Every patient shall be given a schedule of therapeutic, rehabilitative, and recreational activities available at Greystone. The schedule of therapeutic, rehabilitative, and recreational activities shall be updated monthly or more frequently as necessary. Those activities which would assist the patient in meeting the goals of the treatment and discharge plan and individually scheduled treatment or rehabilitation sessions shall be noted on the schedule. The original schedule shall be developed at the patient's first treatment and discharge planning meeting. Copies of all schedules shall be included in the patient's record.
6. All patients are entitled to receive individualized treatment, to have access to activities necessary to the achievement of their individualized treatment goals, to receive visitors, to

communicate by telephone or by mail, to exercise daily, to recreate outdoors, and to exercise their religion. At no time shall these entitlements or basic human rights be treated as privileges which the patient must earn by meeting certain standards of behavior.

7. Psychotropic medication may be prescribed only by a physician who has examined the patient. The medication may be prescribed only as an integral part of the patient's individualized treatment plan or in an emergency. The medication information sheet shall be provided to each patient for every new prescription or prescription renewal.
8. When psychotropic medications are prescribed as part of the patient's individualized treatment plan, the plan must state and the patient must be advised of the specific signs, symptoms or behaviors which the medication is intended to relieve. The patient shall also be advised of alternative therapies and precautions, contraindications, and potential adverse effects of the psychotropic medication. The method for assessing the patient's response to the medication, including any adverse reactions, shall be stated in objective terms, including behavioral observations, physical assessments, and necessary laboratory test results.
9. All orders for psychotropic medications and controlled substances shall be limited for a period not to exceed thirty (30) days. Orders for psychotropic medications and controlled substances can only be renewed or changed upon a new clinical assessment of the patient.
10. No physician may increase the dosage of specific psychotropic medications, change the types of medications ordered, or add medication to a patient's prescribed psychotropic medication regimen without noting in the patient's chart the need for such a change. The notation in the patient's chart shall indicate the clinical reason for the change. The physician shall also update the patient's chart, as necessary, to describe any changes in the method for assessing the

patient's response to the medication. Before entering the order, the physician shall explain to the patient the basis for the change.

11. Greystone shall ensure that outpatient appointments are promptly made for patients and ensure that the patient will receive treatment as quickly as possible.
12. All medical complaints by patients must be documented by a nurse in the patient's chart, and notification must be contemporaneously sent to an internist. In a non-medical emergency, an internist must clinically evaluate the patient and determine in less than twenty-four (24) hours from the time of patient's medical complaint, or a shorter time period if medically indicated, whether an offsite referral is necessary. In either circumstance, the evaluation and factors supporting the decision must be documented contemporaneously in writing by the internist. Under no circumstance should there be a delay between a patient's clinical evaluation and the internist's documentation of the internist's findings and recommendations.
13. If the internist determines that a referral is necessary, the internist must make the referral within twenty-four (24) hours from the time of the internist's documentation, and the appointment must be effectuated within ten (10) business days. If upon good faith effort, an appointment could not be secured within ten (10) business days, the appointment must be made as soon as possible, and the staff member(s) assigned to make the referral must document all attempts to make the appointment within the allotted time frame.
14. Greystone is responsible for transporting patients to outpatient appointments in a timely manner. Under no circumstance may an outpatient appointment be delayed due to the unavailability of staff to effectuate a patient's safe transport.
15. Medical Specialty Services are available via consultants who are credentialed through the Medical Staff Office. Necessary outpatient services shall include, but not be limited to:

- a. Dermatology;
- b. Gynecology;
- c. Neurology;
- d. Ophthalmology;
- e. Orthopedic;
- f. Cardiology;
- g. Radiology;
- h. Otolaryngology;
- i. Surgery;
- j. Podiatry;
- k. Endocrinology;
- l. Optician;
- m. Pulmonary;
- n. Gastroenterology;
- o. Psychiatrist; and
- p. Urology.

16. Pharmaceutical services shall be available in Greystone to meet the needs of patients, shall be directed by a qualified registered pharmacist, and shall be staffed by a sufficient number of qualified personnel.
17. Pharmaceutical services shall be utilized to promote optimal response to drug therapy, to ensure rational drug therapy, to minimize adverse reactions and drug interactions and to contribute to effective continuity of care.
18. Written policies and procedures that govern the safe dispensing and administration of drugs shall be developed by the medical, nursing, and pharmaceutical service staff.
19. Greystone shall maintain the Pharmacy and Therapeutics Committee composed of Psychiatrists, Physicians, Nurses, Pharmacy Staff, Infection Control, Clinical Nutrition, and Quality Assurance/Management. The committee shall review and develop policies relating, but not limited to, the drug formulary, medication errors, and multiple -psychotic medications within Greystone to ensure optimal utilization with a minimal potential for hazard. Records shall be kept of all pharmacy activity.

20. Greystone shall follow the Dental Practice Act. Dental services provided within the psychiatric facility shall be performed by a fully licensed Dentist who is qualified to assume organizational and administrative responsibility for dental services.
21. Each patient shall have the right to receive a dental examination upon admission and then an annual dental exam and cleaning at least once a year.
22. Upon admission, each patient shall receive a History and Physical (H&P) Examination in accordance with professional standards that is conducted by the internist. Additionally, each patient shall receive an annual H&P examination conducted by an internist. The H&P addresses evaluation of all medical systems, present and past illnesses, surgeries, immunizations, vital signs, and a plan for possible referral and further examination. In the event that the patient objects, the internist must document all attempts to complete the exam and the patient's refusal in the patient's chart.
23. Each patient shall have the right to receive an annual screening for visual problems and corrective treatment when deemed medically appropriate.
24. Each patient shall have the right to receive an annual screening for hearing problems and corrective treatment when deemed medically appropriate.
25. Each patient, upon admission to Greystone, or upon inquiry regarding his rights or inquiry regarding his medical services provided at the Hospital, shall be provided with a copy of this section in its entirety, along with the Patient's Bill of Rights.
26. Upon admission to Greystone, each patient shall be provided written notice by Greystone and the Settlement Agreement Liaison regarding the right to file a formal complaint to the Settlement Agreement Liaison, should he or she believe that any provisions listed in this section be infringed.

27. Greystone shall ensure that patients are able to submit complaints related to their care through its current PSCU. Greystone shall ensure that the PSCU maintains a toll-free telephone number during administrative hours and that the system shall have the capability to record calls reporting allegations of patient abuse and professional misconduct during non-administrative hours. Greystone shall ensure that the telephone number is posted and shall be readily available to hospital staff and patients.
28. The Settlement Agreement Liaison shall maintain and provide reports regarding the PSCU Complaints to the Oversight Committee once per month or upon request.
29. Greystone and the Settlement Agreement Liaison shall ensure that the report for each complaint and resolution within the previous thirty (30) days are made available for review by Committee by the end of each month.
30. The Settlement Agreement Liaison shall make himself/herself available to the Oversight Committee to answer any question, produce any relevant documents, and facilitate the production of any persons the Committee may require regarding this section.

IX. PATIENT INFORMATION CENTER (“PIC”)

1. All ceiling tiles above the PIC shall be secured to inhibit the ability of patients to remove or move the ceiling tiles.
2. All wires associated with the ceiling tiles above the PICs shall be suspended as high as possible so that a patient cannot access them.
3. Greystone shall assign one (1) staff member to be present at the PIC daily from 8 a.m. until 8 p.m. on each unit. Assignments will begin on August 10, 2020, where staffing permits. All PICs will be staffed in accordance with this provision by July 6, 2021.

4. Greystone and the Settlement Agreement Liaison shall establish and maintain records regarding all injuries and incidents near or on the PICs, and such records shall be furnished to the Committee upon request.
5. The Settlement Agreement Liaison shall make himself/herself available to the Oversight Committee to answer any question, produce any relevant documents, and facilitate the production of any persons the Committee may require regarding this section.

X. VIOLENCE PREVENTION

1. Pursuant to N.J.S.A. § 26:2H-5.17 et seq., Defendants shall ensure the continued operation of the Violence Prevention Committee at Greystone, which shall evaluate incidences of assault and shall be responsible for recommending and/or adopting measures to reduce assaults and violence.
2. The Violence Prevention Committee shall meet monthly.
3. The Committee and its members shall be notified in writing regarding the time and location of the Violence Prevention Committee meetings.
4. Greystone and the Settlement Agreement Liaison shall ensure the right of the Oversight Committee and its members to attend Violence Prevention Committee meetings in person.
5. Greystone shall ensure that accurate meeting minutes are taken, and made available in writing to the Oversight Committee each month
6. Greystone shall comply with N.J.S.A. § 26:2H-5.17 et seq. and shall prepare a Violence Prevention Plan on an annual basis.
7. Greystone shall strictly comply with Administrative Order 2:05: Unusual Incident Reporting Management System, as amended and supplemented.

8. All assaults must be input and classified into the Unusual Incident Reporting Management System or its equivalent, within two (2) business days of occurring.
9. Greystone and the Settlement Agreement Liaison shall utilize the Unusual Incident Reporting Management System or its equivalent, and its record keeping shall be available to the Oversight Committee.
10. Greystone shall establish and maintain Special Instruction Services Units, available on day and evening shifts to respond to cases of “all available” calls for help. Special Instruction Services Units shall be staffed only with staff members who are fully trained in de-escalation techniques. Further, Special Instruction Services Units shall be staffed only with members who are fully trained and fully capable to employ the techniques to ensure the safe physical restraint of a psychiatrically decompensated patient.
11. Greystone and the Settlement Agreement Liaison shall document and provide for the Oversight Committee’s review of a report of every incident where an “all available” call has been made and every incident where a Special Instruction Services Unit has been deployed.
12. All Greystone personnel responsible for the clinical care of patients shall comply in all respects with Section CL-PC-0277 of the Greystone Park Psychiatric Hospital policy and procedures manual, special observation and treatment, dated 12/17/2013, as amended and supplemented.
13. The number of patients placed on one-to-one status shall be determined on a clinical basis and shall not be limited to a fixed number of patients. All Greystone personnel responsible for the clinical care of patients agree that they will not ask staff members to take patients off one-to-one observation unless clinically appropriate.

14. No patient shall be removed from one-to-one observation without a clinical assessment by a treating psychiatrist noting in the chart the differences of clinical assessment between the time one-to-one was initiated and the present symptomology.
15. Greystone shall require staff members to take appropriate and timely measures to keep all patients safe from self-harm and violence.
16. The Settlement Agreement Liaison shall make himself/herself available to the Oversight Committee to answer any question, produce any relevant documents, and facilitate the production of any persons the Committee may require regarding this section.

XI. CIVIL COMMITMENT HEARINGS

1. Defendants recognize that all requirements of R. 4:74-7 (e) must be strictly observed.
2. Greystone shall make best efforts to ensure that a psychiatrist, pursuant to R. 4:74-7(e), shall be available to testify at all scheduled civil commitment hearings.
3. Any psychiatrist who testifies at a civil commitment hearing shall be expected to clinically evaluate the patient within five (5) days of the hearing and prepare his/her report pursuant to R. 4:74-7(e).
4. Psychiatrists who testify at civil commitment hearings shall testify truthfully and shall not be subject to disciplinary action based on their truthful testimony.
5. No individual under Greystone's control shall materially alter or influence the clinical testimony or the substance of clinical testimony by a witness at any civil commitment hearing.
6. Greystone and the Settlement Agreement Liaison shall create and maintain documentation regarding every instance when a civil commitment hearing was adjourned due to the unavailability of a psychiatrist.

7. The Settlement Agreement Liaison shall make himself/herself available to the Oversight Committee to answer any question, produce any relevant documents, and facilitate the production of any persons the Committee may require regarding this section.

XII. SAFETY AND MAINTENANCE OF INFRASTRUCTURE

1. Greystone shall maintain a program of adequate housekeeping and maintenance of building and equipment which ensure a continuous state of good repair and operation in accordance with the health, safety, and sanitation needs of the patients. Greystone shall maintain the standards promulgated by the Joint Commission on the Accreditation of Hospitals (hereinafter "JC").
2. Greystone shall correct all deficiencies in maintenance, including taking all steps necessary to eliminate backlogs in maintenance procedures and projects.
3. Greystone shall provide reasonable accommodations and special attention to patients with physical disabilities.
4. Greystone shall train all staff on emergency procedures, particularly those that are in place in the event of a fire, during the facility's New Employee Orientation, as well as a refresher training annually. Fire drills shall be conducted quarterly on each shift (day, evening, and night) in each patient unit and cottage. Each unit/cottage shall undergo fire drills at least once a month.
5. Fire drills shall be conducted quarterly on each shift (day and/or evening) in each client utilized area (program space) during the hours of use.
6. Greystone shall take all steps necessary to ensure that the hospital meets the provisions of the Life Safety Code of the National Fire Protection Association (N.F.P.A. 101 Life Safety Code – 2000 Edition), as required by Joint Commission accreditation standards. Greystone shall

maintain the building and the environment of care, as well as the necessary equipment to support these elements, in a continuous state of good repair and operations in accordance with the applicable Joint Commission and CMS standards and the various construction codes to which the building was built and certified to as the time of its construction as applicable.

7. When a repair cannot be completed immediately due to situations including but not limited to the need to obtain the necessary resources to effect the repair and the time to complete the repair, Greystone shall put into effect an appropriate risk mitigation strategy to ensure patient and staff safety.
8. Greystone shall maintain an effective preventive maintenance, surveillance and proactive corrective program based upon the needs and manufacturing recommendations of the various equipment and building resources of the hospital. This shall be monitored monthly by the Greystone engineering department.
9. Greystone shall provide properly-qualified engineering and maintenance personnel in an adequate number to ensure that the physical facilities meet all fire and safety standards.
10. Greystone shall maintain its current Infection Control Committee, which shall hold monthly meetings. The committee is charged with the surveillance of infection control practices, risks, and preventive and corrective initiatives to promote a safe healthcare environment.
11. Greystone shall provide patients with living facilities which afford privacy, dignity, comfort, and sanitation, consistent with the rights enumerated in N.J.S.A. § 30:24.1 and N.J.S.A. § 30:24.2.
12. Greystone shall provide living facilities that include, but are not be limited to:
 - a. Accessible, properly ventilated, private, and easily usable toilets and lavatories, that include specialized equipment for the physically handicapped. There shall be a

minimum of one toilet for every two patients on units and one toilet for every four patients in the cottages.

- b. Adequate toilet paper, soap, and towels shall be available in all bathrooms at all times, including feminine hygiene supplies that have female use. Greystone staff shall replace supplies as required.
- c. There shall be two (2) shower units with three (3) handicap accessible stalls per unit. There shall be one (1) toilet for every two (2) patients. In the cottages, there shall be two (2) full bathrooms per cottage with a shower, tub, toilet, and basin. If a common bathing area is provided, each shower area shall be divided by curtains to ensure privacy.
- d. Showers and tubs, where applicable, shall be conveniently located so staff can easily provide assistance, if necessary. Shower controls shall be within easy reach of all patients. Showers and tubs shall be equipped with adequate safety accessories.
- e. Greystone shall provide adequate facilities and equipment for handling clean and soiled linens and bedding. There shall be frequent changes of linens and bedding, at least every seven (7) days, unless required on a more frequent basis.
- f. Greystone facilities shall be kept clean, odorless and insect-free at all times. Greystone shall provide sufficient equipment such as brooms, mops, disinfectants, etc., to housekeeping staff for this purpose. Lavatory areas are to be cleaned as often as necessary each day.

13. On or before July 6, 2021 and continuing thereafter, Greystone will correct all fire safety deficiencies, including, but not limited to, Fire-Stop, through-wall penetration, spray on fireproofing, and fire-retardant (“DPMC project”).
14. The Settlement Agreement Liaison shall make himself/herself available to the Committee to answer any questions, produce any relevant documents, and facilitate the production of any persons the Oversight Committee may require.

XIII. PROGRAMS AND SERVICES

1. Greystone shall maintain the following programs and services at the hospital prior to June 1, 2020 and continuing thereafter:
 - a. Six Core Strategies to Reduce Seclusion and Restraint Use: this program shall be designed to eliminate seclusion and restraint use and to reduce violence. This program must include such strategies as personal safety plan, Comfort Rooms, and sensory integration modalities.
 - b. Dialectical Behavior Therapy (DBT): This program is designed for persons who have difficulty regulating emotions and who need to change their patterns of dangerous behavior such as self-harm and aggression. The program shall emphasize personal skill building to help patients recognize triggers that prompt harmful behaviors and to help patients to develop adaptive coping skills to reduce harmful behaviors.
 - c. Positive Behavioral Support (PBS) – This program shall be designed for persons who present particularly challenging behavior, such as aggression or self-harm or those with developmental and intellectual disabilities. PBS is also useful for

individuals having difficulty engaging in treatment programs due to negative symptoms, or who need individualized support for community reintegration.

- d. Trauma Informed Care (TIC) – Greystone agrees to implement a trauma informed care approach that recognizes the negative physiologic and emotional impact of past and current traumas common in people with mental illness. Defendants shall inform their treatment approach with an understanding of the impact of trauma on a patient’s life.
- e. Recovery Orientation (RO) – Greystone shall maintain a recovery orientation approach that consistently seeks to understand and incorporate an individual’s own desires and goals, assist the person to mobilize their strengths so that they can recover, and foster discharge and community reintegration at the earliest possible time.
- f. Co-occurring treatment programs – Greystone shall maintain co-occurring treatment programs that address the co-occurrence of mental illness and substance abuse. This approach includes Motivational Interviewing to identify and stimulate stages of treatment readiness to engage individuals. Greystone agrees to continue to provide specialists to provide treatment.
- g. Treatment Mall – Greystone shall maintain a psychosocial treatment model that requires individuals to leave their living units to attend treatment programs in a centralized treatment area to promote the reestablishment of a more normal daily routine. Greystone shall expand the hospital’s ability to address varied individualized treatment needs through a broad array of offerings in a single area.

- h. Vocational Support – Greystone shall continue to provide vocational support to assist individuals to activate or develop new work skills to assist the patients in recovery and community living.
 - i. Peer Support Services - Greystone shall provide peer support services through Collaborative Support Programs or equivalent, from persons who are in recovery themselves, in order to provide transitional discharge support to enable community reintegration at the earliest possible time.
 - j. Comfort Rooms or equivalent - Greystone agrees to provide comfort rooms or an equivalent in each unit to provide patients with smaller more individualized areas to de-escalate, reduce over-stimulation, and prevent injuries.
 - k. Dedicated Sensory Room - Greystone shall provide a dedicated sensory room to address the special sensory modulation needs of patients with self-regulation, motor planning, and skill development.
 - l. Self-help Recovery Programs - Greystone shall provide self-help recovery programs for patients including, but not limited to Alcoholics Anonymous and Narcotics Anonymous.
 - m. Greystone shall ensure that adequate staffing is available to transport patients to available programs.
2. Greystone shall increase program and activity options to ensure that all patients have access to services which meet their needs as identified in their hospital treatment and discharge plans. By July 6, 2021 and continuing thereafter, Greystone shall increase the leisure activities so patients can engage in leisure activities for a minimum of fifteen (15) hours per week. Such activities shall include but are not limited to: art, gym, recreational activities, Park Place,

swimming pool, library, and self-help center. Greystone shall ensure adequate staffing to provide these activities on a daily basis, with extended hours when needed.

3. Greystone shall make additional services available to meet patients' needs, and to be considered at the patients' treatment planning meeting, including but not limited to the following:
 - a. Group and individual psychotherapy;
 - b. Psychopharmacological therapy;
 - c. Case management services;
 - d. Physical therapy;
 - e. Occupational Therapy;
 - f. Activities of daily living skills training;
 - g. Recreational therapy;
 - h. Vocational/Educational programs;
 - i. Substance abuse services;
 - j. Physical abuse counseling;
 - k. Instruction in principles of basic health care; and
 - l. Hygiene and nutrition services.
4. Greystone and the Settlement Agreement Liaison agree to provide monthly updates to the Oversight Committee in writing regarding the progress of the implementation the programs and services described in this section.
5. The Settlement Agreement Liaison shall make himself/herself available to the Oversight Committee to answer any questions, produce any relevant documents, and facilitate the production of any persons the Committee may require regarding this section.

XIV. AMBULANCE SERVICE

1. On or before May 6, 2021, Greystone shall provide one (1) Basic Life Support (BLS) ambulance onsite at its facility to provide twenty-four (24) hour ambulance coverage, seven (7) days per week. The BLS ambulance shall be staffed with two Emergency Medical Technicians (EMTs).
2. The Settlement Agreement Liaison shall make himself/herself available to the Oversight Committee to answer any questions, produce any relevant documents, and facilitate the production of any persons the Committee may require regarding this section.

XV. STAFF QUALIFICATION AND TRAINING

1. Current job descriptions for each position at Greystone shall be managed by the State's Civil Service Commission (this includes qualifications and responsibilities). Descriptions are available on the State's Civil Service Commission website.
2. Greystone shall follow the Performance Assessment Review (PAR) Program established by the State's Civil Service Commission.
3. All new Greystone employees shall receive New Employee Orientation training for 5.5 days (classroom instruction). Paraprofessionals (HSA/HST) shall receive an additional 4.5 days (classroom instruction). Licensed Nursing Professionals shall receive an additional 9.5 days (classroom instruction). All paraprofessionals and licensed nursing staff shall receive an additional 5 days on unit orientation. All staff are required to attend annual training (online and classroom instruction).
4. Greystone shall ensure that staff are provided with training and/or materials (collectively, "training"), consistent with staff licensure, certification, roles and responsibilities. Such training shall include but not be limited to the following or an equivalent thereof:

- Employee Self Learning Packet, as amended and supplemented (including but not limited to Mission & Vision Statement, National Patient Safety Goals, Policy, Procedures, & Organizational Points, Health Insurance Portability & Accountability Act (HIPAA), Standard Precautions & Bloodborne Pathogens, Emergency Response (Lay Person First Aid), Fire Safety, Worker Right to Know, Safety & Security, Performance Improvement (PI), Patient Services Compliance Unit, and Transcultural Sensitivity)
- New Employee Orientation, as amended and supplemented (including but not limited to training on Human Resources/policies, Payroll Orientation, Employee Relations, Ecats, Identification, Infection Control, Union, Multiculturalism, Stress of Hospitalization/Suicide Risk, Crossing the Line, Co-Occurring, 3 Steps to Safety, Patient Rights, Falls Prevention, Seclusion and Restraint, Advance Directives for Mental Health Care, HIPAA, Risk Management, Emergency Response, Human Services Police, Deaf Program, Information Technology, Evac Chair, Worker Right to Know, Fire Safety, Therapeutic Options Day 1, Therapeutic Options Day 2, Community Re-Entry/Discharge, and Basic Life Support)
 - Safety & Security
 - 1st on Scene (Code Blue/Med Emergency Mitigation)
 - Psychiatric Advanced Directive
 - Basic Life Support
 - Basic Life Support – Train the Trainer
 - Crossing the Line (Patient/Staff Boundaries)
 - Customer Service in a Clinical Environment
 - Defensive Driving
 - HAZ-COM
 - Legal – Workplace Violence/Sexual Harassment
 - Lockout/Tagout
 - Computer Security Awareness
 - Ethics
 - HIPAA
 - Prevention of Discrimination and Sexual Harassment
 - Prevention of Workplace Violence
 - Nursing Orientation – General Departmental Orientation
 - Nursing Annual Competencies
 - 3 Steps to Safety
 - Evac Chair
 - Legal Responsibilities: Abuse and Professional Misconduct
 - Therapeutic Options Day 1
 - Therapeutic Options Day 2
 - Therapeutic Options Instructor Certification Training
 - Psychiatric Emergency Skills Refresher
 - Supervisor Drug Training Policy
 - Transporting Passengers with Special Needs

- Violence Prevention in a Hospital Setting (Active Shooter)
- Mock Codes
- Restraint Reviews
- Hospital Wide “Wand” In Service
- Crisis Leadership Program
- Therapeutic Options Full Training
- Therapeutic Options Refresher Training
- Education and Training Development
- Instructor Review
- Question, Persuade & Refer – Suicide Prevention Training
- Leadership Training
- Broset Training
- Continuing Legal Education
- Continuing Medical Education.

5. Greystone shall ensure that staff training materials and attendance records are maintained and made available to the Oversight Committee upon request.
6. The Settlement Agreement Liaison shall make himself/herself available to the Oversight Committee to answer any question, produce any relevant documents, and facilitate the production of any persons the Committee may require regarding this section.

XVI. SEVERABILITY

1. In the event any Court of competent jurisdiction holds any provision of this Agreement to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability. The Parties further agree that in the event any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the Parties agree to cooperate in good faith to arrive at a proposed alternative solution to provide an adequate remedy. Any such proposed alternative resolution will be brought before the Court by way of joint motion within no less than thirty (30) days of the Court’s ruling that a provision is invalid, illegal, or unenforceable.

XVII. AUTHORITY FOR OVERSIGHT COMMITTEE TO DISBAND

1. After ten (10) years from the date this Agreement is entered by the Court, the Oversight Committee is authorized to consider and vote on whether and when to disband. If the Oversight Committee passes a resolution to disband, the Parties agree to seek permission of the Court, for good cause shown, to disband the Oversight Committee.

XVIII. DURATION OF THIS SETTLEMENT AGREEMENT


1. This Settlement Agreement shall remain in full force and effect unless and until, upon application by any Party based on a showing of substantial compliance or other good cause shown, the Court modifies or terminates this Agreement.
2. Under no circumstances will an application for termination of this Agreement be made within ten (10) years from the date this Agreement is approved and entered by Order of the Court.

By: Joseph E. Krakora

JOSEPH E. KRAKORA
Office of The Public Defender
State of New Jersey
Attorney for Plaintiffs

11/12/20

Date

By: 

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November 12, 2020

Date

By: 

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NOV. 12, 2020

Date

By: /s/Christopher J. Riggs

CHRISTOPHER J. RIGGS
Deputy Attorney General
GURBIR GREWAL
Attorney General of New Jersey
Attorney for Defendants

November 12, 2020

Date

By: Judith M. Persichilli

JUDITH M. PERSICHILLI, RN, BSN,
MA Commissioner
New Jersey Department of Health

November 12, 2020

Date