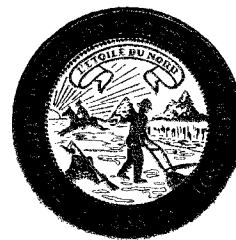


STATE OF MINNESOTA
FOURTH JUDICIAL DISTRICT COURT

JUDGE HARRY SEYMOUR CRUMP
MENTAL HEALTH DIVISION
HENNEPIN COUNTY GOVERNMENT CENTER
MINNEAPOLIS, MINNESOTA 55487-0421
(612) 348-5137



December 31, 1990

OFFICE OF
APPELLATE COURTS

DEC 31 1990

FILED

Fredrick K. Grittner
Supreme Court Administrator
Clerk of Appellate Court
245 Minnesota Judicial Center
25 Constitution Avenue
St. Paul, Minnesota 55155

Re: **Interactive Audio-Video Communications Experiment
in Fourth Judicial District - Mental Health
Division Price and Jarvis Proceedings.**
File No. C6-90-649

Dear Mr. Grittner:

I have enclosed for filing eleven bound copies and one unbound copy of the Evaluation Committee's final report in the above-referenced matter. If you have any questions, please contact me.

Sincerely,

The Honorable HARRY SEYMOUR CRUMP
Chair - Supreme Court
Interactive Audio-Video
Communications Evaluation
Committee

Enclosure

cc: Coleen Brady
Kathy Meade Hebert
Mary McGurran
Roger Root
Donald Betzold
Nancy Olkan
Michael Saeger

STATE OF MINNESOTA
FOURTH JUDICIAL DISTRICT COURT



JUDGE HARRY SEYMOUR CRUMP
MENTAL HEALTH DIVISION
HENNEPIN COUNTY GOVERNMENT CENTER
MINNEAPOLIS, MINNESOTA 55487-0421
(612) 348-5137

December 31, 1990

Honorable A. M. Keith
Chief Justice - Minnesota Supreme Court
Minnesota Judicial Center
25 Constitution Avenue
St. Paul, Minnesota 55155

Re: **Interactive Audio-Video Communications Experiment
in Fourth Judicial District - Mental Health Division
Price and Jarvis Proceedings.**

Dear Chief Justice Keith:

Pursuant to the orders signed by Chief Justice Popovich on March 22 and September 13, 1990, I respectfully submit the final report of the Interactive Audio-Video Communications Evaluation Committee to the Supreme Court.

There are three points that I draw to your attention out of concern for the rights of patients (respondents in Jarvis and Price cases). First, I want to emphasize that in 21 out of 22 hearings, the patient was present in the courtroom. The patient's presence in the courtroom is excused by the court only in selected cases. The patient may be excused from the courtroom when the patient or the patient's attorney expressly waives the patient's right to be present in the courtroom. In addition, in some cases, the court may find it necessary to excuse a patient who persistently disrupts the proceedings.

The second point is that, although some of the attorneys on the Hennepin County Bar Association's Commitment Defense Project expressed philosophical concerns regarding the loss of a patient's right to "effective confrontation" when the physician testifies over two-way television, the evaluation committee, which includes 3 members of the defense project, found no evidence of prejudice to any party as a result of the procedures used during the experiment.

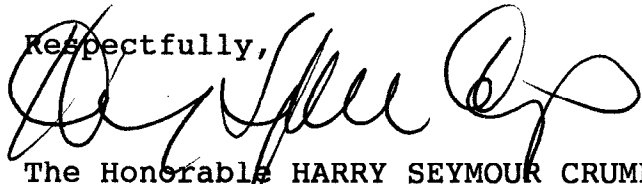
Letter to A. M. Keith
December 31, 1990
Page 2

Third, I would also like to emphasize that any patient objecting to the physician testifying by means of two-way television can request that a physician be physically present in the courtroom.

In conclusion, the committee found two-way television to be a legally acceptable and technologically satisfactory means for taking the testimony of the physician in Jarvis and Price hearings. The committee recommends that the Supreme Court authorize the continued use of two-way television for use in Jarvis and Price hearings for Hennepin County patients at the Anoka-Metro Regional Treatment Center.

The committee also recommends that the Supreme Court authorize the use of two-way television in Jarvis and Price hearings for Hennepin County patients residing at the regional treatment centers in Brainerd, Fergus Falls, Moose Lake, St. Peter, and Willmar.

Respectfully,



The Honorable HARRY SEYMOUR CRUMP
Chair - Supreme Court
Interactive Audio-Video
Communications Evaluation
Committee

cc: Coleen Brady
Kathy Meade Hebert
Mary McGurran
Roger Root
Donald Betzold
Nancy Olkon
Michael Saeger

OFFICE OF
APPELLATE COURTS

STATE OF MINNESOTA
IN SUPREME COURT
C6-90-649

DEC 31 1990

FILED

In Re: **Interactive Audio-Video Communications Experiment
in Fourth Judicial District - Mental Health Division
Price and Jarvis Proceedings**

January 1, 1991

EVALUATION COMMITTEE

Hon. Harry Seymour Crump, Chair of the Committee, Presiding Judge -
Mental Health Division - Fourth Judicial District

Coleen Brady, Assistant Hennepin County Attorney

Kathy Meade Hebert, Special Assistant Attorney General

Mary McGurran, Supervisor, Ebenezer Protective Services

Roger Root, Minnesota Department of Human Services

Donald Betzold, Commitment Defense Project Attorney

Nancy Olkon, Commitment Defense Project Attorney

Michael Saeger, Commitment Defense Project Attorney

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I. SUMMARY AND FINDINGS

The Minnesota Supreme Court approved the Interactive Audio-Video Communications (two-way television) Experiment in the Fourth Judicial District - Mental Health Division - on March 22, 1990, by issuing Order C6-90-649. This project was requested by the Minnesota Department of Human Services (DHS) with the support of the Minnesota Attorney General, the Fourth Judicial District Mental Health Court, the Fourth Judicial District Court Administration, the Hennepin County Attorney, the Hennepin County Bar Association's Commitment Defense Project, and the Ebenezer Society which provides guardians ad litem for Jarvis and Price hearings.

The experiment was designed to test the acceptability of two-way television as a medium for taking the testimony of an expert witness. The expert witness testifies from a distant location instead of traveling to the courtroom. The test sites were Courtroom 356 in the Hennepin County Government Center in downtown Minneapolis and a "witness room" at the Anoka-Metro Regional Treatment Center (Anoka). The expert witness was always a psychiatrist on the staff at the Anoka facility. Facsimile machines provided for document transmission when needed.

Although the expert witness remained at Anoka in every case, all patients had the opportunity to appear in the courtroom in front of the judge. In 21 of 22 hearings the patient was present in the courtroom. One patient refused to come to the courtroom.

On May 10, 1990, the Supreme Court appointed the Fourth Judicial District - Mental Health Division Judge, Harry Seymour Crump, to chair a committee to evaluate the project. The Court also appointed representatives from all supporting organizations to the committee. The evaluation committee members elected Coleen Brady, Assistant Hennepin County Attorney, vice-chair of the committee. The committee met seven times, conducted two mock hearings, developed the instruments for evaluating the project, and prepared the final report.

From September 4 through October 29, 22 hearings were conducted using the two-way television system. At each hearing a DHS employee asked all participants and observers to complete an evaluation form. In addition, the DHS employee filled out a log sheet to document several

aspects of the hearing -- its participants, length, technical difficulties, special incidents, and observations. This log together with the evaluation instruments and official court record provided the data base for the evaluation committee.

The Supreme Court ordered the evaluation committee to review the experiment and file a report addressing six specific factors. The committee's findings regarding the six factors are as follows:

1. Evaluate the quality of transmission provided by the technologies used.

The quality of the video transmission and reception was good. Improvements could be made in the type and location of TV monitors and cameras to keep the technology as unobtrusive as possible and to allow the witness at Anoka to see the entire courtroom, including the patient.

The quality of the audio transmission was good; however, audio reception should be improved. Changes should be made to achieve full-duplex audio communication thereby eliminating the voice-activated switching used in this project.

2. Evaluate the ease of use of the equipment.

The equipment was easy to use and can be operated by participants, courtroom personnel, and by the testifying physician at the Anoka witness room.

3. Evaluate the reliability of the equipment and transmission path.

The microwave segment of the transmission path between Courtroom 356 and the Anoka witness room proved unreliable. When it was replaced by fiber-optic cable midway through the project, the transmission path became reliable. No further problems occurred.

The video terminals and facsimile machines in Courtroom 356 and in the Anoka witness room were reliable.

4. Evaluate any disruptions to the proceedings.

Generally, the technologies used did not disrupt the proceedings. Of 22 hearings, 21 were completed using two-way television to receive expert witness testimony.

One hearing at the beginning of the project was conducted using a speaker phone to receive testimony because of a failure of the microwave equipment in the television transmission path. The replacement of microwave with fiber-optic equipment eliminated this problem.

In another hearing, a brief delay occurred when the patient, in response to his attorney's direction, turned off the power switch to a video terminal. This could have been avoided by clearer instructions to the patient's attorney regarding the use of the video terminal.

Limitations due to the particular type of audio equipment used occasionally made hearing less than perfect for participants, observers, and court personnel. Better quality audio speakers, microphones, and the replacement of voice-activated switching of video equipment with full-duplex audio would remove these limitations.

5. Evaluate the ability to assess physician demeanor.

The technologies used did not interfere with the ability of persons in the courtroom to assess the demeanor of the testifying physician.

6. Evaluate whether there is prejudice to any party as a result of the technology and procedures used in the project.

For the 21 hearings conducted using two-way television, there is no evidence to indicate that the technologies and procedures used prejudiced any party. No rulings made in these hearings were appealed.

One hearing was not conducted by two-way television because the patient's attorney filed a pre-hearing motion objecting to the use of the technology.

7. Evaluate whether having the physician testify via two-way television was a satisfactory way to conduct the hearing.*

* Although the Supreme Court ordered the evaluation committee to address six factors, the committee included this question in its evaluation forms. Of 201 participants and observers responding to this question, 92 percent agreed that it was satisfactory, 5 percent disagreed, and 3 percent did not know.

The evaluation committee concluded that the use of two-way television is a satisfactory way to receive the testimony of the expert witness in Jarvis and Price hearings. The committee supports the continued use of this technology in the Fourth Judicial District - Mental Health Division to receive testimony from physicians at the Anoka-Metro Regional Treatment Center and other regional treatment centers in Minnesota.

II. BACKGROUND

A. Project History

In November, 1989, the Minnesota Department of Human Services (DHS) entered into a research and demonstration partnership project with the Minnesota Department of Administration's InterTechnologies Group (InterTech) to investigate integrated communications technologies to meet particular needs. This "Remote Integrated Communications Partnership Project" has a steering committee to identify such needs.

The steering committee determined that two-way television should be explored as a substitute for travel to enable psychiatrists at DHS's regional treatment centers to testify in court hearings required pursuant to Supreme Court decisions in the cases of Jarvis v. Levine 418 N.W.2d 139 (Min. 1988) and Price v. Sheppard, 307 Minn. 250, 239 N.W.2d 905 (Minn. 1976). DHS staff requested assistance from the Minnesota Attorney General's Office to determine the legal issues relevant to such a project.

Staff at InterTech arranged for a two-way television demonstration using desktop video terminals located in Minnesota Department of Transportation facilities in St. Paul and Duluth. Representatives from the Fourth Judicial District and the Hennepin County Bar Association's Commitment Defense Project, the Attorney General's Office, and DHS participated in this demonstration and subsequently agreed to plan a project to take place in the Fourth Judicial District's Mental Health Division.

DHS requested that InterTech provide information on two-way television equipment, transmission path, and associated costs and to manage the acquisition, installation, and payment for such technology if permission to proceed were granted by the Supreme Court. Based on information provided by InterTech, DHS and InterTech staff jointly determined that the project was technologically and financially feasible.

On March 7, 1990, DHS Commissioner Ann Wynia wrote to then Chief Justice Popovich requesting permission to conduct a two-way television experiment in the Fourth Judicial District Court - Mental Health Division. On March 26, 1990, Justice Popovich signed an order authorizing the project proposed by Commissioner Wynia and defining the conditions under which the project should proceed. See Supreme Court Order File No. C6-90-649 in Appendix A.

On May 10, 1990, Chief Justice Popovich appointed Judge Crump to chair an evaluation committee comprised of representatives of the Commitment Defense Project, Hennepin County Attorney, Minnesota Attorney General, Ebenezer Society, and the Minnesota Department of Human Services. [See Appendix A].

In its initial order, the Supreme Court requested that the evaluation committee address the following factors:

1. Quality of transmission.
2. Ease of use of the equipment.
3. Reliability of the equipment and transmission path.
4. Any disruptions to the proceedings.
5. Ability to assess physician demeanor.
6. Prejudice to any party as a result of the procedures used in the experiment.

Also in its initial order, the court required the committee to file a report within six months. Due to delays resulting from contracting and technical difficulties the committee requested an extension of time for filing the report. The court extended the date for filing the report until January 1, 1991. [See Appendix A]

B. Project Objectives

The court order authorized a ninety-day experimental program to take place in Courtroom 356 of the Hennepin County District Court using two-way television to receive the testimony of physicians who were physically located in a secured witness room at the Anoka-Metro Regional Treatment Center.

The court order detailed procedures to be followed in hearings employing two-way television equipment, the type of video terminal and transmission equipment to be used, security, factors to be evaluated, due date for the evaluation report, and other requirements and limitations.

No audio or video recording equipment was allowed to be connected to the communications system as the court proceedings were to be recorded by the court reporter in the customary manner. A DHS employee was required to attend all hearings and keep a log to provide a record of observations, occurrences, participant comments, and problems.

C. Evaluation

The evaluation committee designed evaluation instruments and formulated courtroom procedures. Sample forms are provided in Appendix B and include:

1. "Evaluation Form" For use in courtroom 356 by hearing participants and observers.
2. "Evaluation Form for the Testifying Physician" For use by the testifying physician in the witness room at Anoka-Metro Regional Treatment Center
3. "Checklist for DHS Observer" For use by the DHS observer at each hearing as a log of occurrences.

D. Courtroom Procedures and Protocol

In addition, the evaluation committee helped Judge Crump establish courtroom procedures and a protocol for use in hearings using two-way television. Three documents reflect this work. Copies are provided in Appendix C.

The court's "Notice and Order for Hearing" was modified to include the following statement:

Testimony from Dr. _____, who will be physically located at the Anoka Metro Regional Treatment Center, will be taken via interactive audio-video equipment. In the event of technical failure of the audio-video equipment, the doctor's testimony will be taken by telephone. Any objections to the use of such equipment in connection with the taking of the doctor's testimony must be served upon the interested parties and filed with Court at least five days prior to the scheduled hearing, excluding weekends and holidays.

A standard statement was prepared to be read by the presiding judge or referee at the opening of each hearing to explain the role and use of two-way television during the hearing. For example, hearing participants were instructed to remain seated so that the physician at Anoka could see them. Participants were instructed to speak clearly into the microphone. They were also asked to fill out an evaluation form before leaving and thanked for their cooperation.

A one-page "protocol" was also prepared and placed on the table or desk of every hearing participant prior to the beginning of each hearing. The protocol included the same information read by the judge and served to assure that participants were aware of the procedures to be followed.

E. Technology Installed

Based on the Supreme Court's approval of the request by DHS for an experimental project, InterTech prepared specifications and requests for bids from vendors to provide the necessary equipment. The technology requirements were as follows:

1. Signal paths to carry:
 - a. 2-way television signals -- such as microwave or optical fiber
 - b. Video terminal -- telephone line synchronization data
 - c. facsimile machine data -- telephone line
2. Desktop video & audio communication terminals
 - a. Courtroom 356 -- four terminals located as follows:
 - Judge = one
 - Petitioner's Attorney = one
 - Respondent's Attorney = one
 - Witness Stand = one
 - b. Witness room at Anoka -- one terminal
3. Television monitors for court reporter and observers
 - Courtroom 356 -- one large and one small monitor
4. Facsimile machines for document transmission
 - a. Courtroom 356 -- one machine
 - b. Witness room at Anoka -- one machine
5. Speaker telephones for emergency backup communications

- a. Courtroom 356 -- one phone
- b. Witness room at Anoka -- one phone

During the period from April through early August, requests for bids were published by the Minnesota Department of Administration, vendors were selected and contracts were negotiated by InterTech, and equipment was installed and tested. Details on the technologies and vendors are provided in Appendix D.

The video signal path contract was awarded to U.S. West and consisted of coaxial cable from Courtroom 356 to a wiring closet behind the courtroom where connection was made to a fiber-optic cable running northward to the Anoka Technical College. At that location the fiber-optic line was connected to a microwave transmission link for sending the signal through the air to the Anoka-Metro Regional Treatment Center.

The details of this transmission path are important because technical problems occurred on the microwave portion of the path. The problems were serious enough that U.S. West replaced the microwave link with a fiber-optic line which became operational on October 5, roughly half-way through the project.

F. Preparations for Start-Up

While final installation and testing of equipment were taking place in late July, vendors provided training to DHS and courtroom personnel on the operation of the equipment in Courtroom 356, and to DHS personnel at Anoka on the equipment in the Anoka witness room.

On August 6, 1990, a mock hearing was conducted by Referee Donna Falk using the two-way television communications system connecting the Anoka witness room to Courtroom 356. The purpose of this hearing was to test the equipment, technical procedures, hearing protocol, and evaluation forms. Members of the evaluation committee were present as were observers from participating organizations.

Based on experience gained through the mock hearing, final decisions were made by the evaluation committee on how the two-way television equipment would be used in actual hearings. The committee decided to adjust the video terminals so that persons in the courtroom would always see the Anoka witness on the courtroom terminals, regardless of who was speaking. However, the video

terminal at Anoka was adjusted to allow the physician to see the person currently speaking, or the person who had most recently spoken.

Technical difficulties on the transmission path required further testing and problem solving in August. The first official hearing to be conducted using two-way television occurred on September 4, 1990. Due to the unanticipated delays and in consideration of the time needed to review the project and prepare the report, the evaluation committee decided to limit the project to 60, rather than 90, days.

III. OPERATIONAL PHASE OF PROJECT

A. Characteristics of Hearings

The operational period of the project was from September 3 until November 2, 1990. During this nine-week period, 21 hearings took place in which two-way television was used to obtain the testimony of the physician at the Anoka witness room. In one hearing the backup speaker phone system was used, and one hearing did not occur using telecommunications technology because the respondent's attorney filed an objection in accordance with the procedures contained in the Fourth Judicial District - Mental Health Division's "Notice and Order for Hearing." This objection was not contested by the petitioner's attorney.

Detailed demographics on the type and numbers of participants in these hearings are provided in Appendix E. Each judge and referee in the Mental Health Division conducted at least one hearing. Two referees conducted 3 hearings apiece, and Judge Crump conducted 15 hearings. Sixteen attorneys from the Hennepin County Bar Association's Commitment Defense Project participated in the hearings. Five different attorneys from the Hennepin County Attorney's Office, 5 special assistant attorneys general, 10 guardians ad litem, 4 court-appointed examiners, 7 court reporters, and 7 physicians from Anoka-Metro Regional Treatment Center also participated.

B. Results of Participant/Observer Survey

All hearing participants, including patients, deputies, law clerks, and observers were asked to fill out an evaluation form. A DHS employee handed out these forms at the beginning of each hearing. Two forms were used,

one in Courtroom 356, and the other in the Anoka witness room. Samples are provided in Appendix B.

Two hundred and twelve evaluation forms were completed. For each question in the survey form, tabulated data, percentage calculations, and bar graphs of the percentages are presented in the "Total Evaluation Data" section of Appendix E.

As pointed out above, from September 4 until October 4, a microwave segment of the transmission path caused technical problems. As a result, the microwave segment was replaced with fiber optics and from October 5 until the last hearing on October 29, the entire transmission path was fiber optics. Where appropriate, evaluation data was analyzed to determine if evaluators responded differently to technology-related questions before and after October 5.

C. Highlights of the Survey Results

Question IIA - The telecommunications equipment worked properly during the hearing.

Before October 5, 86 percent of all evaluators agreed that the telecommunication equipment worked properly during the hearing [See Appendix E, Total Evaluation Data, Question IIA]. After October 5, 96 percent agreed to that same statement. This indicates that the switch to a better transmission path caused a measurable improvement in the perception by evaluators that the equipment worked properly.

Question IIB - It appeared that the telecommunication equipment was easy to use.

In response to the statement, "It appeared that the telecommunication equipment was easy to use," 92 percent of evaluators agreed. Three percent marked "disagree," 3 percent marked "don't know," and 2 percent marked "doesn't apply."

Question IIC - I could clearly hear and see the physician testifying from Anoka.

Before October 5 with the microwave equipment still in place, 81 percent of evaluators in Courtroom 356 agreed that they could clearly hear and see the physician testifying from Anoka. After October 5, evaluator responses increased to 88 percent "agreed," and 12 percent "disagreed."

For the 12 percent who disagreed, it is not possible to distinguish from the "check-marked" boxes whether "seeing" or "hearing" was the more significant issue. Fortunately, many evaluators wrote comments which helped to clarify this. Of 212 evaluation forms received, 128, or 60 percent, contained written comments. Regarding technology, 85 written comments were made. Sixty-five concerned audio; only 4 were about video.

It is evident from the data that the evaluators who disagreed with the statement that they could clearly hear and see the physician testifying from Anoka were concerned about audio, not video problems.

Question IIC - Physician - I had an adequate understanding of what was happening in the courtroom through the use of the telecommunication equipment.

The physicians at Anoka were asked to respond to the statement, "I had an adequate understanding of what was happening to the courtroom through the use of the telecommunications equipment. Of the 22 responses, 95 percent agreed with this statement.

Question IID - Using interactive telecommunication equipment disrupted the proceedings of the courtroom.

Eighty-four percent of the evaluators in the courtroom disagreed with the statement that using telecommunication equipment disrupted the proceedings of the courtroom. Twelve percent agreed that the equipment was disruptive, and 4 percent marked that they "didn't know."

Question IID - Physician - Using interactive telecommunication equipment hindered my ability to communicate effectively with my attorney.

Physicians at the Anoka witness room indicated in 82 percent of their responses that they disagreed with the statement, "Using interactive telecommunication equipment hindered my ability to communicate effectively with my attorney." Eighteen percent of Anoka testifying physicians agreed with this statement.

Question IIE - Using interactive telecommunication equipment in the courtroom interfered with the rights of the parties participating in the hearing.

Eighty-seven percent of all evaluators disagreed with the statement that using interactive telecommunications equipment interfered (or appeared to interfere) with the rights of the parties participating in the hearing. Ten percent marked "don't know", and 4 percent marked "agree."

Question IIF - Having the physician testify via interactive telecommunication equipment was a satisfactory way to conduct this hearing.

In response to the summary statements, 91 percent of all evaluators agreed that having the physician testify via interactive telecommunication equipment was a satisfactory way to conduct "this" hearing. Five percent marked "disagree," 3 percent "don't know," and 1 percent "doesn't apply."

D. Data by Type of Evaluator

The evaluator data was analyzed by the type of evaluator, such as defense attorney, court reporter, etc. Data tables, percentage tables and bar graphs are provided in Appendix E, "Data by Specific Type of Evaluator" for each survey question. This is helpful to understand differences in perception according to the viewpoint of each evaluator.

For example, in response to the statement [IID - Courtroom] that using interactive telecommunication equipment disrupted the proceedings of the courtroom, 100 percent of the judges and referees "disagreed." On the other hand, 62 percent of court-appointed examiners "disagreed," but 24 percent marked "don't know" and in many instances provided written comments that this required a legal opinion.

Similarly, 24 percent of court-appointed examiners marked "don't know" in response to the statement [IIE], "Using interactive telecommunication equipment in the courtroom interfered with rights of the parties participating in the hearing."

In response to the summary statement [IIF] that having the physician testify via interactive telecommunication equipment was a satisfactory way to conduct this hearing, 5 types of evaluators "agreed" at the 95 to 100 percent levels, and all other types of evaluators "agreed" at the 80 to 85 percent levels.

Court reporters accounted for the highest percentage marked "disagree," which was 16 percent. Difficulties with audio, particularly in the pre-October 5 period, presented the most problem for the court reporters who were responsible for assuring an accurate legal transcript.

E. Other Evaluation Information

Court Records

The evaluation committee also gathered information from court records. In all 22 hearings conducted with two-way telecommunications, the court granted the petition to impose treatment. No appeals have been filed.

One pre-trial motion was filed by a patient's attorney objecting to the use of two-way television in accordance with the procedures provided by the Fourth Judicial District, Mental Health Division, in its "Notice and Order for Hearing." The motion was not challenged by the petitioner, and the hearing was held with the physician present in the courtroom.

Anoka Physician Comments

On November 14, Department of Human Service staff convened a meeting with the physicians who had testified from the Anoka witness room to provide them an opportunity to meet as a group and discuss their experiences. The consensus of the physicians was that while the best possible courtroom situation is where all parties are physically present in the courtroom, the time saved by using two-way television instead of traveling can be used to treat patients.

Based on this, the physicians stated their preference to continue to testify via two-way television. Information on costs and time savings for Anoka physicians is provided in Appendix F.

While they felt that the system used during the experimental project was adequate, they would prefer one in which they could see the full courtroom. This would improve their awareness of what is happening in the courtroom.

To address these concerns as well as to overcome the audio limitations of the desktop video terminals used,

two alternative equipment configurations are provided in Appendix E as Technology Improvement Options.

Defense Attorney Comments

Defense attorneys serving on the evaluation committee expressed concern that the loss of the physician's presence in the courtroom would deny the patient the right to effective confrontation and diminish the quality of the proceedings. However, they concluded that this experimental project did not produce evidence that the patient's rights were impaired.

IV. CONCLUSIONS

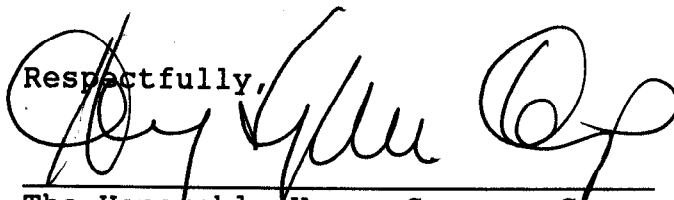
The evaluation committee concluded that the use of two-way television is a satisfactory way to receive the testimony of the expert witness in Jarvis and Price hearings. The committee supports the continued use of this technology in the Fourth Judicial District - Mental Health Division to receive testimony from physicians at the Anoka-Metro Regional Treatment Center and other regional treatment centers in Minnesota.

The committee also concluded that relatively greater advantages of using two-way television for receiving testimony would occur for physicians at regional treatment centers in Brainerd, Fergus Falls, Moose Lake, St. Peter, and Willmar where travel distances are large and the time and cost savings would likely be considerable.

Date Submitted:

December 31, 1990

Respectfully,



The Honorable Harry Seymour Crump
Chair - Supreme Court
Interactive Audio-Video
Communication Evaluation Committee

APPENDIX A
Supreme Court Orders

STATE OF MINNESOTA

IN SUPREME COURT

C6-90-649

Interactive Audio-Video Communications
Evaluation Committee Appointments

ORDER

WHEREAS, the Supreme Court in an Order dated March 22, 1990, authorized the Department of Human Services to conduct in the Fourth Judicial District, on an experimental basis, the use of interactive audio-video communications to receive the testimony of petitioner's physicians in proceedings pursuant to *Jarvis v. Levine* and *Price v. Sheppard*; and

WHEREAS, the Supreme Court, under the terms of the above-referenced Order, shall appoint an Evaluation Committee to review the experiment and file a final report with this court by September 22, 1990,

NOW, THEREFORE, IT IS ORDERED that the following individuals be appointed to the Interactive Audio-Video Communications Evaluation Committee:

Hon. Harry Seymour Crump, Judge of the Fourth Judicial District,
Chair of the Committee
Coleen Brady, Office of the Hennepin County Attorney
Kathy Meade Hebert, Office of the Minnesota Attorney General
Mary McGurran, Ebenezer Society
Roger Root, Department of Human Services
Donald Betzold, Commitment Defense Project
Nancy Olkon, Commitment Defense Project
Michael Saeger, Commitment Defense Project

IT IS FURTHER ORDERED that Frederick K. Grittner, Supreme Court Administrator and Clerk of the Appellate Courts, shall serve as liaison to the Evaluation Committee.

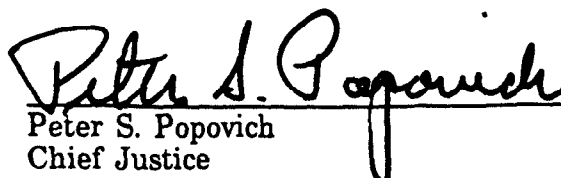
DATED: May 10, 1990

BY THE COURT

OFFICE OF
APPELLATE COURTS

MAY 10 1990

FILED


Peter S. Popovich
Chief Justice

STATE OF MINNESOTA

IN SUPREME COURT

C6-90-649

Interactive Audio-Video Communications
Project Extension

ORDER

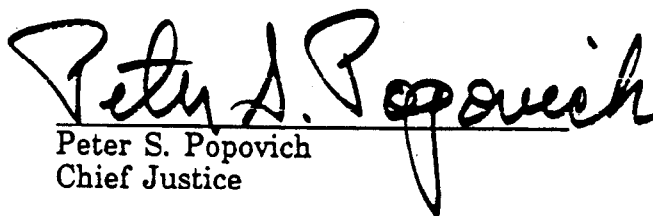
WHEREAS, the Supreme Court in an Order dated March 22, 1990, authorized the Department of Human Services to conduct for six months in the Fourth Judicial District, on an experimental basis, the use of interactive audio-video communications to receive the testimony of petitioner's physicians in proceedings pursuant to *Jarvis v. Levine* and *Price v. Sheppard*; and

WHEREAS, the Audio-Video Communications Evaluation Committee has requested an extension for the project and evaluation beyond the six month period.

NOW, THEREFORE, IT IS ORDERED that the Audio-Video Communications Evaluation Committee file a final report with this court on or before January 1, 1991.

DATED: September 13, 1990

BY THE COURT:


Peter S. Popovich
Chief Justice

OFFICE OF
APPELLATE COURTS

SEP 13 1990

FILED

APPENDIX B
Evaluation Forms

INTERACTIVE TELECOMMUNICATION PROJECT
JARVIS V. LEVINE AND PRICE V. SHEPPARD HEARINGS

EVALUATION FORM

I. BASIC INFORMATION

Case/Patient Name _____

Name of Evaluator: _____
(optional)

Date _____

Type of Hearing: Jarvis _____

Price _____

Mark (X) the appropriate category

___ Judge/Referee

___ Patient

___ Defense Attorney

___ Court Appointed Examiner

___ Petitioner's Attorney

___ Second Examiner

___ Guardian Ad Litem

___ Deputy

___ Court Reporter

___ Other _____

(please specify)

Circle the number of hearings, including this one, in which telecommunication equipment was used and in which you were a participant or an observer.

1

2

3

4

5 or more

II. EVALUATION RATINGS

Indicate whether you agree or disagree with the following statements regarding the use of interactive telecommunication equipment during this hearing.

(Mark (X) your response)

A. The telecommunication equipment worked properly during the hearing.

___ Agree

___ Disagree

___ Don't Know

___ Doesn't Apply

Comments: _____

B. It appeared that the telecommunication equipment was easy to use.

___ Agree

___ Disagree

___ Don't Know

___ Doesn't Apply

Comments: _____

C. I could clearly hear and see the physician testifying from Anoka.

___ Agree

___ Disagree

___ Don't Know

___ Doesn't Apply

Comments: _____

(continued on back)

D. Using interactive telecommunication equipment disrupted the proceedings of the courtroom.

Agree Disagree Don't Know Doesn't Apply

Comments: _____

E. Using interactive telecommunication equipment in the courtroom interfered with the rights of the parties participating in the hearing.

Agree Disagree Don't Know Doesn't Apply

Comments: _____

F. Having the physician testify via interactive telecommunication equipment was a satisfactory way to conduct this hearing.

Agree Disagree Don't Know Doesn't Apply

Comments: _____

NOTE: Respond to Statements G or H only if you disagree with Statement F.

G. Using interactive telecommunication equipment would be a satisfactory way to conduct this hearing if the following improvements/changes are made:

Improvements/Changes: _____

OR:

H. Using interactive telecommunication equipment is not a satisfactory way to conduct this hearing because: _____

III. SUGGESTIONS/COMMENTS

A. Based on my observation of or participation with the use of interactive telecommunication equipment in the courtroom, I have the following suggestions: _____

INTERACTIVE TELECOMMUNICATION PROJECT
JARVIS V. LEVINE AND PRICE V. SHEPPARD HEARINGS

**EVALUATION FORM FOR THE
TESTIFYING PHYSICIAN**

I. BASIC INFORMATION

Case/Patient Name _____

Name of Physician: _____ Date _____

Type of Hearing: Jarvis _____ Price _____

Circle the number of hearings, including this one, in which you have testified as the physician in this project.

1

2

3

4

5 or more

II. EVALUATION RATINGS

Indicate whether you agree or disagree with the following statements regarding the use of interactive telecommunication equipment during this hearing.

(Mark (X) your response)

- A. The telecommunication equipment at Anoka worked properly during the hearing.

Agree Disagree Don't Know Doesn't Apply

Comments: _____

- B. It appeared that the telecommunication equipment was easy to use.

Agree Disagree Don't Know Doesn't Apply

Comments: _____

- C. I had an adequate understanding of what was happening in the courtroom through the use of the telecommunication equipment.

Agree Disagree Don't Know Doesn't Apply

Comments: _____

- D. Using interactive telecommunication hindered my ability to communicate effectively with my attorney.

Agree Disagree Don't Know Doesn't Apply

Comments: _____

(Continued on Back)

E. Using interactive telecommunication equipment appeared to interfere with the rights of the parties participating in the hearing.

Agree Disagree Don't Know Doesn't Apply

Comments: _____

F. Obtaining my testimony via interactive telecommunication equipment was a satisfactory way to conduct this hearing.

Agree Disagree Don't Know Doesn't Apply

Comments: _____

NOTE: Respond to Statements G or H only if you disagree with Statement F.

G. Using interactive telecommunication equipment would be a satisfactory way to conduct this hearing if the following improvements/changes are made:

Improvements/Changes: _____

OR:

H. Using interactive telecommunication equipment is not a satisfactory way to conduct this hearing because: _____

III. SUGGESTIONS/COMMENTS

A. Based on my participation with the use of interactive telecommunication equipment at Anoka, I have the following suggestions for changes: _____

B. I want to make the following additional comments: _____

**InterActive Telecommunications
Checklist for DHS Observer**

Observer Name _____ **Date** _____

A. Establish Link with Anoka		<i>Success</i>	<i>Failure</i>	<i>Time</i>	A. Trouble-shooting - Comments														
Phone	<p>1. Call Anoka Witness Room Tel. 323-1112 Keep Anoka on the phone line.</p> <p>If 1st phone call fails, place an "X" on one of the appropriate lines to indicate which action was successful and the time it occurred.</p> <p style="text-align: right;">1a _____ 1b _____ 1c _____</p>	_____	_____	_____	<p>1. If no answer:</p> <p>a. Call 422-4440 (AMRTC Computer room)for Chuck Jennings. b. Call 422-4150 (AMRTC Switchboard) have Chuck Jennings paged. c. If he can't be found, call 422-4386 for Chuck Lucas.</p>														
Power	<p>2a. Turn on power switches to all devices at AMRTC (Terminal, Fax and power supplies).</p> <p>2b. Turn on power switches to all devices in Courtroom 356 (Fax machines, T.V. monitors, terminals & power supplies in courtroom & cluster server & modem in ante room).</p>	_____	_____	_____	<p>2. If no power: Complete the following steps:</p> <p>a. Check that terminal is plugged into outlet b. Check that power supply is turned on. c. Check that cluster server and modem are turned on</p>														
MINX Video/Audio and T.V. Monitors	<p>3. From Judges Terminal:</p> <p>a1. Press mode button on terminal. a2. Dial Anoka Witness room terminal. Keypad No. *30. a3. Anoka presses "*" on key-pad to accept.</p> <p>b1. Dial Witness Terminal No. *22 b2. Accept at Witness Terminal Press "**". b3. Return to Judge's Terminal, Press #.</p> <p>c1. Dial Defense Terminal No. *24. c2. Accept at Defense Terminal Press "**". c3. Return to Judge's Terminal Press "#".</p>	_____	_____	_____	<p>3. If failure to connect to Anoka, from Judge's Terminal, a2. Press "#", wait 10 seconds, dial *30 again. - If retry fails, check status of modems.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th><u>Status Light</u></th> <th><u>Status</u></th> <th><u>Meaning</u></th> </tr> </thead> <tbody> <tr> <td>MC</td> <td>on</td> <td>No data link (very bad)</td> </tr> <tr> <td>HS</td> <td>on</td> <td>normal-should be on</td> </tr> <tr> <td>TX</td> <td>flashing</td> <td rowspan="2">normal if flashing at 10 second intervals</td> </tr> <tr> <td>RX</td> <td>flashing</td> </tr> </tbody> </table>	<u>Status Light</u>	<u>Status</u>	<u>Meaning</u>	MC	on	No data link (very bad)	HS	on	normal-should be on	TX	flashing	normal if flashing at 10 second intervals	RX	flashing
<u>Status Light</u>	<u>Status</u>	<u>Meaning</u>																	
MC	on	No data link (very bad)																	
HS	on	normal-should be on																	
TX	flashing	normal if flashing at 10 second intervals																	
RX	flashing																		

A. Continued		<i>Success</i>	<i>Failure</i>	<i>Time</i>	A. Trouble-shooting - Comments
MINX Video/Audio and T.V. Monitors	<p>3. Continued</p> <p>d1. Dial Petitioner's Terminal No "**26".</p> <p>d2. Accept at Petitioner's Terminal. Press "**".</p> <p>d3. Return to Judge's Terminal, Press "#".</p> <p>e1. Dial Court Reporter and Court Visitor's TV monitors Keypad No. *80134.</p> <p>e2. Press "#" to complete conference.</p> <p>f1. Lock Anoka Terminal as video source to courtroom Press No *99710030.</p> <p>f2. Press "#" to lock in Anoka.</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p>CONFERENCE SET UP COMPLETE</p> </div> <p>4. Check communications with Anoka by speaking to each courtroom terminal . Verify setting of audio level.</p> <p>5. Hang up phone from step 1 above.</p> <p>6. Turn off "house" audio system</p>	_____	_____	_____	<p>e1. Result should be blank screen.</p> <p>f1. Result should be a busy signal.</p> <p>f2. Result should be Anoka video on all courtroom terminals. [To unlock Anoka Terminal, Press No. *99700030]</p>
FAX Machine	<p>7. Test the facsimile machine:</p> <p>a. Transmit a document from the courtroom to Anoka - Dial 323-1112. [Anoka]</p> <p>b. Transmit a document from Anoka to the courtroom - Dial 338-7489. [courtroom]</p> <p>c. Check that paper tray is full.</p>	_____	_____	_____	
FORMS	<p>8. Place evaluation forms on each table.</p>	_____	_____	_____	
B. Notify Judge Regarding Equipment Status (15 minutes before scheduled hearing).		_____	_____	<i>Time</i> _____	Comments

C. Train "new" Participants in the use of the Equipment & Courtroom Protocol

Training Area	(✓)when completed			Problems/Comments: Specify any problems and what you did.
	Pet. Atty.	Def. Atty.	G.A.L	
1. Locate the following equipment components:				
a. Camera, Small Monitor, and Microphone				
b. indicator Lights: (1) Solid green= Broadcasting (2) Flashing green= Off camera. (3) Red= Privacy mode.				
2. Operate the following Datapoint Terminal Controls:				
a. Volume, Brightness and Contrast				
b. Privacy Switch, Tint and Color				
3. Share the following information:				
a. When addressing the physician at AMRTC, center self for the large monitor by using small monitor.				
b. The only person being seen on the large monitor will be the AMRTC physician.				
c. When not addressing the physician at AMRTC, speak directly to individuals in the courtroom rather than to your Terminal.				
d. Don't touch the keypad.				
e. Defense attorney is responsible for: ● introducing the patient. ● positioning the camera to focus on patient. ● requesting the patient to give their full name.				
4. Point out the evaluation forms.				

D. Monitor For Problems During The Hearing

1. Were any complaints or positive comments made during the hearing about the telecommunications equipment or process?

No _____ Yes _____
If yes, specify who + what was said in the comments section.

2. Did the equipment operate effectively during the hearing?

No _____ Yes _____
If no, specify in the comments section the nature of the problem, how you responded, and the final outcome.

3. Did any situation occur which you or the technology could not handle?

No _____ Yes _____
If yes, specify in the comments section the nature of the situation, how you responded, and the final outcome.

COMMENTS

E. Complete Basic Information During The Hearing

1. Complete the following information:

Start Time	Scheduled _____	Actual _____
End Time	Scheduled _____	Actual _____
Type of Hearing	Jarvis _____	Price _____

The total number of each type of hearing, including this one, completed thus far:

Jarvis _____	Price _____
--------------	-------------

2. Identify the following courtroom participants/observers by name:

_____ Judge/Referee	_____ Patient
_____ Defense Attorney	_____ Court Appointed Examiner
_____ Petitioner's Attorney	_____ Second Examiner
_____ Guardian Ad Litem	_____ Deputy
_____ Court Reporter	_____ Other _____ <i>(please specify)</i>

3. Identify the Anoka participants for this hearing:

_____ Physician	_____ Technician
-----------------	------------------

F. Conduct Post-Hearing Evaluation

Complete the Following Information for Each Observer or Participant in this Hearing:

Participant or Observer	Did the following persons complete an evaluation?			If No, Were Follow-up Arrangements made?		Problems/Comments: Specify any problems and what you did.
	Yes	No	If No, Reasons	Yes	No	
Judge/Referee						
Defense Attorney						
Petitioner's Attorney						
Guardian Ad Litem						
Court Reporter						
Patient						
Court Appointed Examiner						
Second Examiner						
Deputy						
Testifying Physician						
Other (Specify)						

G. Shut Down the System

Procedure	(✓)when completed	Problems/Comments: Specify any problems and what you did.
1. Disconnect Link with Anoka a. Anoka presses "#" on keypad, then shuts off power. b. At Judge's terminal, press "#" on keypad, verify audio setting, shut off power. c. At Witness terminal, press "#" on keypad, verify audio setting, shut off power. d. At Defense terminal, press "#" on keypad, verify audio setting, shut off power. e. At Petitioner's terminal, press "#" on keypad, verify audio setting, shut off power.		
2. Turn off Power Switches on: a. Court reporter's TV monitor. b. Court observers' TV monitor. c. Fax machine.		
3. Turn on the "House" audio.		

APPENDIX C
Procedures Documents

In the Matter of

**NOTICE AND ORDER
FOR HEARING**

Respondent

File No. _____

NOTICE IS HEREBY GIVEN

TO: Respondent, Respondent's Attorney, Petitioner, Petitioner's Attorney,
Respondent's Guardian ad Litem and Head of Treatment Facility:

A Petition by _____ was filed on _____, 19____
requesting the following: Authorization to Impose Treatment.

Testimony from Dr. _____ who will be physically located at
the Anoka Metro Regional Treatment Center, will be taken via interactive audio-video
equipment. In the event of technical failure of the audio-video equipment, the doctor's
testimony will be taken by telephone. Any objections to the use of such equipment in
connection with the taking of the doctor's testimony must be served upon the interested
parties and filed with Court at least five days prior to the scheduled hearing, excluding
weekends and holidays.

Respondent and all other persons receiving this Notice and Order may attend the hearing
and, except for Respondent's Attorney and Petitioner's Attorney, testify.

IT IS ORDERED

1. **The Hennepin County Sheriff** shall take into custody and transport Respondent to
C300 Government Center, Minneapolis, MN for purposes of the hearing on the date
shown on the back of this Order and, unless the Court otherwise orders, return the
Respondent to the Treatment Facility.
2. **The Respondent's Attorney** named on the back of this Order shall represent Respondent
unless Respondent hires another attorney.
3. **The Respondent's Guardian ad Litem** named on the back of this Order shall act
in the interests of the Respondent and shall have access to any and all medical
records and/or medical data pertaining to said Respondent.
4. **The Examiner** named on the back of this Order shall conduct the first examination
at the date, time and place shown.
5. **Respondent and Respondent's Attorney, Petitioner and Petitioner's Attorney and
Respondent's Guardian ad Litem** shall receive a copy of the Supreme Court Order
filed March 22, 1990 authorizing the use of interactive audio-video communications
together with this Notice and Order.
6. **The Hearing** on the Petition shall be held on the date, time and place shown on the
back of this Order unless otherwise ordered by the Court.

BY THE COURT:

Harry Seymour Crump
Judge of District Court

Dated:

STATEMENT TO BE READ AT OPENING OF HEARING

This hearing is being transmitted through interactive audio-visual communications between a hearing room at the Anoka-Metro Regional Treatment Center and this courtroom. A physician is present in the hearing room and will give testimony during this hearing using this equipment.

You will see only the physician's image on your screen while he/she is giving testimony. The screen will be blank at all other times. However, the physician may observe the proceedings from the hearing room for the remainder of the hearing.

In case of equipment failure, the hearing will be conducted using a speaker telephone system. You will not be able to see the person testifying by telephone if this back-up system is used.

While you are testifying, you should watch your image on the small screen on the lower right side of the monitor to be sure your hands, upper body and facial features are visible on the other screens. You should be seated while speaking.

Once the case has been introduced, the Respondent should be identified for the physician with the Respondent's attorney turning the monitor towards the Respondent and asking the Respondent to speak into the microphone.

In order to aid in the construction of a proper record, all persons testifying must comply with the following rules:

- (A) State and spell your name for the record.
- (B) Only one person at a time shall be allowed to address the hearing.
- (C) You must speak loudly, clearly and slowly.
- (D) Your answers must be verbalized. The court reporter cannot record gestures or the nodding of a head.
- (E) All technical terms and proper names should be spelled out for the benefit of the court reporter.

At the close of the hearing or the close of the doctor's testimony, please turn off your monitor using the switch on the right side under the monitor itself.

You will be asked to fill out a form evaluating this process before you leave today. The Court thanks you in advance for cooperating in this project.

PROTOCOL TO BE USED DURING
INTERACTIVE VIDEO COMMUNICATIONS HEARINGS

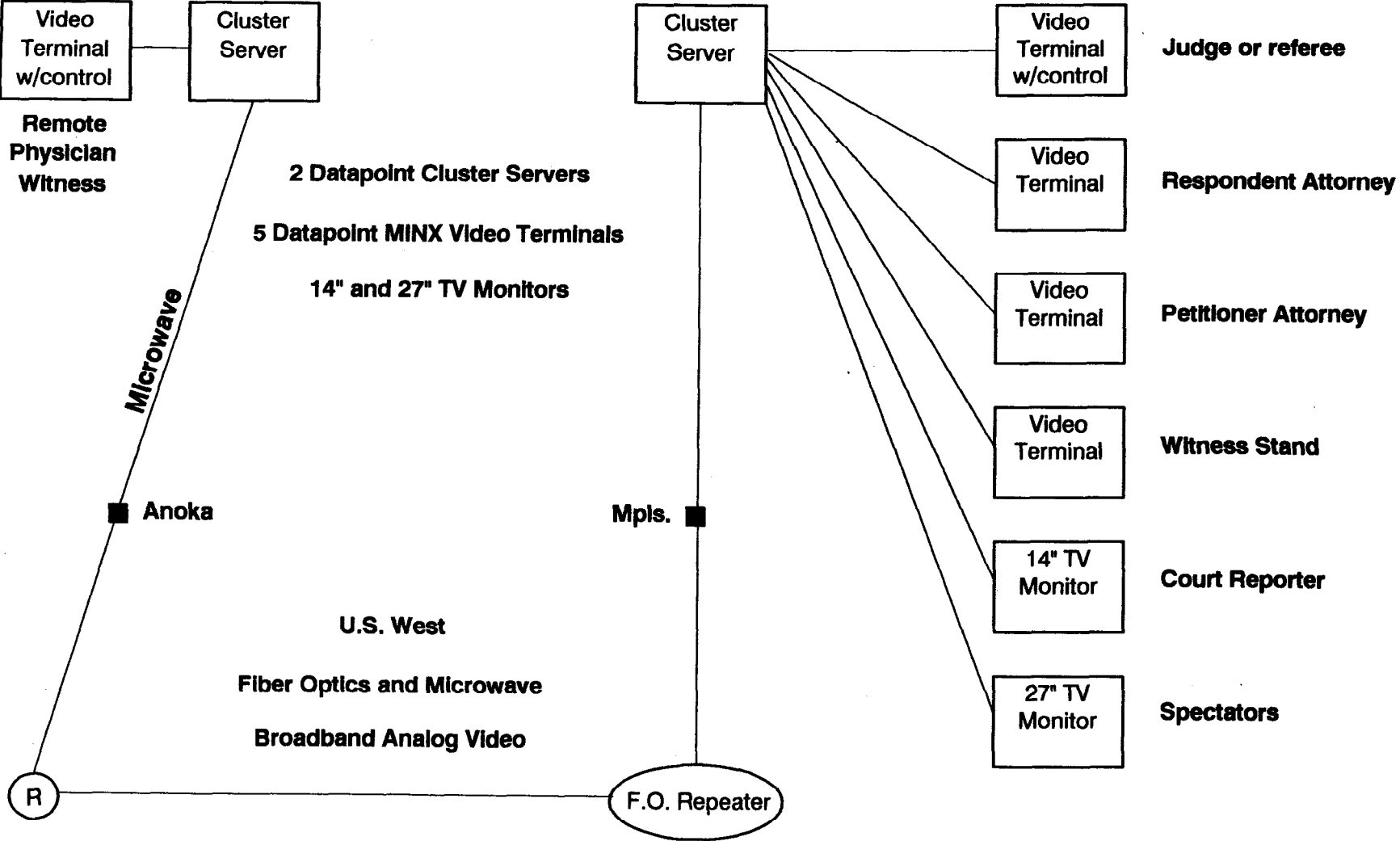
1. The hearing will be recorded by a court reporter. This record will be available until the time for statutory appeal expires and a transcript of the proceedings will be prepared at the request of any party. If you wish to request such a transcript, for which there is a charge, kindly notify the court reporter.
2. The physician testifying from the hearing room at Anoka-Metro Regional Treatment Center will be the first witness called upon to testify. Once the physician is sworn, he/she will be asked if he/she is alone in the hearing room and whether or not he/she can hear clearly.
3. In order to aid in the construction of a proper record, all persons are requested to observe the following rules:
 - (A) Only one person shall be allowed to address the hearing at one time.
 - (B) All persons must speak loudly, clearly and slowly.
 - (C) All answers must be verbalized. The court reporter cannot record gestures or the nodding of a head.
 - (D) All technical terms and proper names should be spelled out for the benefit of the court reporter.
4. Once the case has been introduced, the Respondent should be introduced to the physician with the Respondent's attorney turning the monitor towards the Respondent and asking the Respondent to speak into the microphone.
5. The clerk will recite the attached statement at the beginning of the hearing. The statement gives specific instructions on use of the monitors during the hearing and the submitting of evaluation forms.
6. All participants and observers at the hearing will be asked to complete an evaluation form. The evaluation form is turned into DHS staff at the close of the hearing. The physician testifying from the hearing room at Anoka-Metro Regional Treatment Center will also be asked to fill out an evaluation form and FAX it to DHS staff at 297-1539.
7. Please turn the monitor off at the close of the hearing or at the close of the doctor's testimony. The switch is located on the right side of the base.

APPENDIX D
Technology Specifications

Interactive Audio-Video Project System Configuration

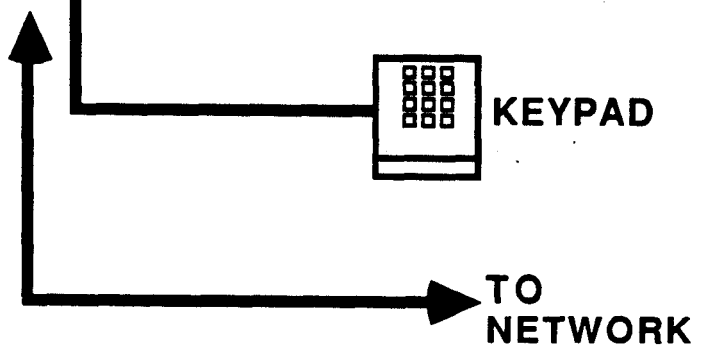
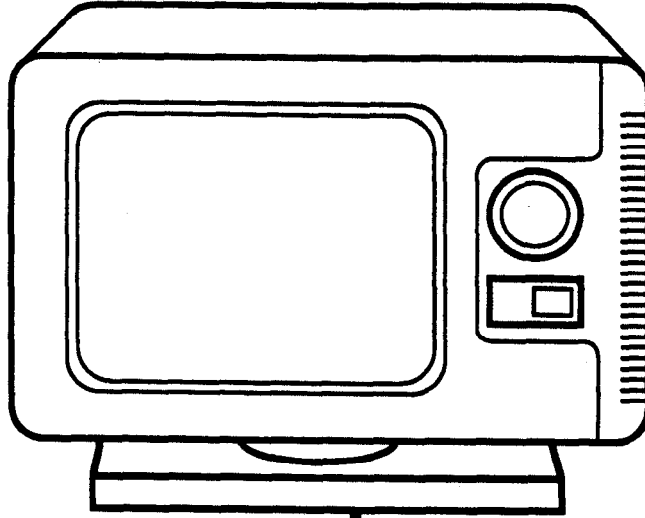
**Anoka Regional Treatment Center
Witness Room**

**Hennepin County Government Center
Courtroom #356**



VIDEO CONFERENCING

MINX WORKSTATION



EQUIPMENT DEMO/EQUIPMENT AGREEMENT

Made this day of June 29, 1990, between State of Minnesota, Department of Administration ("Customer") located at Department of Administration, St. Paul, Minnesota 55155, and DATAPOINT CORPORATION ("Datapoint/Contractor") of 9725 Datapoint Drive, San Antonio, Texas 78229.

The parties agree as follows:

Datapoint shall loan the equipment and software described on the attached Equipment Order Schedule # _____ (the "Loaned Items") to Customer for a period not to exceed 90 days from the date of installation by Datapoint. Either party may terminate this loan during the initial term of the loan, and any extension thereof, upon the giving of notice in writing with 5 days notice of termination to the other party.

The contract has been arrived at through the States's competitive request for proposal process and will be subject to the laws and requirements governing request for proposals. Modifications may be made subject to negotiation and approval of both parties.

The terms, conditions, and obligations of the Price Contract take precedent in the event of any conflict in terms and conditions of the response to the proposal, and exhibits or the license. Silence shall not be viewed as a conflict with the Equipment Demo Agreement. The following documents are listed in order of precedent

- A. Equipment Demo Contract Agreement
- B. Response to the RFP by Datapoint
- C. Request for Proposal (RFP) opening 6-7-90

Customer shall pay in arrears all charges specified in the attached Equipment Order Schedule compliant with the Prompt Payment Statute MS 16A.124.

OBLIGATIONS: The State of Minnesota is under no obligation to either lease, rent or purchase the hardware or software at the conclusion of the loan period. This contract does not preclude the State from contracting with other vendors for similar hardware.

FREIGHT: Contractor shall pay all freight FOB destination to the test site and also the return freight and any deinstallation charges.

TERM: The agreement shall be effective on the date of proper execution by Datapoint and upon the date the Commissioner of Finance, or his delegate, executes the instrument.

During the term of the loan, Customer may make such reasonable use of the Loaned Items as Customer may elect; provided, however, Customer shall not copy, modify, alter, disassemble, reverse engineer, or decompile any of the Loaned Items or documentation pertaining thereto. At the conclusion of the loan, Customer agrees to return the Loaned Items in good condition. Customer shall bear the risk of loss or damage following the installation and continuing until the Loaned Items are returned to Datapoint. Datapoint grants Customer a nonexclusive, nontransferable license to use (not copy) software loaned by Datapoint on the equipment during the term of the loan.

EQUIPMENT AND SOFTWARE ARE LOANED "AS IS". DATAPOINT DISCLAIMS THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

GOVERNING LAW: This agreement shall be construed in accordance with, and its performance governed by; the laws of the State of Minnesota. Except to the extent the provisions of this Contract are clearly inconsistent therewith, this contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota.

STATE AUDITS M.S. 16B.06, SUBD. 4: The books, records, documents and accounting procedures and practices of contractor relevant to this agreement shall be subject to examination by the contracting department and either the Legislative Auditor or State Auditor.

INTELLECTUAL PROPERTY INDEMNIFICATION: The contractor warrants that any materials or products as provided or produced by the contractor in the performance of this contract will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the contractor and the contractor, at the contractor's expense, shall indemnify and defend the State against any loss, cost, expense, or liability (including attorney's fees) arising out of such claim, whether or not such claim is successful against the State.

If such a claim has occurred, or in the contractor's opinion is likely to occur, the contractor shall either procure for the State the right to continue using the material or product or replace or modify materials or products. If an option satisfactory to the State is not reasonably available, the State shall return the materials or products to the contractor upon written request of the contractor and at the contractor's expense. In such event, the contractor shall be liable for liquidated damages equal to the sum of the license fees of the product(s) returned, depreciated over a period of five (5) years plus ten percent (10%) of the then current list purchase price. This section shall not apply unless: (a) contractor is promptly notified in writing of the claim; (b) contractor (or its licensor) has sole control of the defense and of

any negotiation for its settlement; (c) the State provides contractor with reasonable assistance, information, and authority necessary to perform the above, at contractor's expense; (d) such claim does not arise from the use of a superseded or modified release of the products, or from use, operation, or combination of products provided by contractor, if such infringement would have been avoided by use of the products without such programs, data, equipment, or materials.

RISK OF LOSS OR DAMAGE: The State shall be relieved of all risks of loss or damage to the system during periods of transportation and installation.

WORKERS COMPENSATION: Contractor must provide acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes 176.181, Subdivision 1. (Certificate on file with State Contracts/Technical Services).

DATA PRIVACY: Government Data Practices Act: To the extent that the contractor has access to the private non-public, or confidential data of the customer, the prime contractor will agree to comply with the requirements of the Minnesota Government Data Practices Act (Minnesota Statutes, 1988, Ch. 13) in providing services under this Agreement. The contractor agrees to indemnify, save, and hold the State of Minnesota, its agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of this Agreement. In the event that the contractor subcontracts any or all of the work to be performed under this Agreement, the contractor shall retain responsibility under the terms of this paragraph for such work.

MISCELLANEOUS: The invalidity of any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining articles, section, subsections, clauses or provisions hereof.

The rights and remedies set forth herein are not exclusive and are in addition, except as specified in this agreement, to any of the rights and remedies provided by law or equity.

FORCE MAJEURE: Neither party hereto shall be considered in default in the performance of its obligations hereunder, except the obligations to make payments hereunder, to the extent that the performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

This agreement constitutes the entire Agreement between the parties with respect to its subject matter and may only be waived, amended, extended or modified by a written instrument executed by an authorized officer of both parties. All proposals, negotiations and representations (if any) made prior, and with reference to the subject matter of this Agreement, are merged herein. Neither Customer nor Datapoint shall be bound by any oral agreement or representation, irrespective of when made. Customer may not assign this Agreement.

IN NO EVENT SHALL DATAPOINT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST BUSINESS PROFITS.

PRICE SCHEDULE

- 1.0 Price, to configure terminals at Hennepin County Government Center.
\$2,100.00/month three month total \$6,300.00
- 1.1 Installation fee \$1,696.00
- 2.0 Price, to configure terminals at AMRTC.
\$600.00/month three month total \$1,800.00
- 2.1 Installation fee \$606.00
- 3.0 Maintenance cost per month \$503.00 three month total \$1,509

FIRM NAME: Datapoint Corporation

SIGNATURE PAGE

CONTRACTOR:

DATAPoint CORPORATION

BY:

[Signature]

DAVID R. CLARK

CONTRACT ADMINISTRATOR

TITLE:

DATE:

6/28/90

STATE OF MINNESOTA:

[Signature]

DEPARTMENT OF JOBS & TRAINING

BY:

TITLE:

DATE:

DEPARTMENT OF ADMINISTRATION

BY:

[Signature]

TITLE:

[Signature]

DATE:

6-29-90

APPROVED AS TO FORM AND EXECUTION
MINNESOTA ATTORNEY GENERALS OFFICE

BY:

[Signature]

TITLE:

DATE:

6/29/90

DEPARTMENT OF FINANCE

BY:

[Signature]

TITLE:

DATE:

6/29/90

[Handwritten notes and signature]
6/28/90
[Signature]

JUL 23 1990

IMAGE SERVICES AGREEMENT

RPMJ

This is an Agreement between the State of Minnesota ("CUSTOMER"), and Northwestern Bell Telephone d.b.a. U S WEST Communications ("USWC"), whereby USWC agrees to provide and CUSTOMER agrees to purchase a intraLATA telecommunications Service known as Image Service ("Service") under the terms and conditions set forth below. This Agreement may refer to USWC and CUSTOMER, together, as the "parties". This Agreement may refer to USWC or to CUSTOMER as a "party".

WHEREAS, CUSTOMER published a request for proposal ("RFP" or "Specifications") setting forth conditions and requirements for the lease of Image Service; and WHEREAS, USWC submitted a bid response ("Response") for the provision of Image Service; and WHEREAS, CUSTOMER has accepted USWC's Response as detailed in a Notice of Award; and WHEREAS, CUSTOMER wishes to enter into an Agreement with USWC for Image Service under the terms and conditions set forth below; NOW THEREFORE, the parties agree as follows.

1. Description Of Service. Image Service is an intrastate, intraLATA telecommunications Service supplied by USWC which enables CUSTOMER to use bidirectional video/audio Services which transports video transmissions and audio channels. Under this Agreement, USWC is providing Image Service to CUSTOMER in accordance with CUSTOMER's Specifications and USWC's Response to those Specifications, which Specifications and Response are herein incorporated by reference. Should any discrepancy be found to exist between this Agreement, CUSTOMER's Specifications and USWC's Response, the terms and conditions set forth in this Agreement shall prevail; however, unless the parties reach mutual agreement with written supplements to this Agreement, this Agreement shall not alter CUSTOMER's technical Specifications nor USWC's Response to CUSTOMER's technical specifications.

1.1. Service is furnished on a twenty-four (24) hour per day, seven (7) days per week basis.

1.2. USWC shall install and maintain the Image Service terminating in the following locations and quantities:

Number of Channels: ONE (1) Two-Way Channel

Primary Address: Anoka Regional Treatment Center
Administration Building
2nd Floor Conference Room
3300 4th Avenue North
Anoka, Minnesota

IMAGE SERVICES AGREEMENT
STATE OF MN/USWC
CONTRACT NO. MIN-900410-0064
19 JUNE 1990/RAM

Secondary Address: Hennepin County Government Center
Courtroom #356
300 South 6th Street
Minneapolis, Minnesota

1.3. USWC shall terminate Service under this Agreement as specified in CUSTOMER's Specifications and USWC's Response.

1.4. USWC shall be responsible for installing, maintaining, repairing, and replacing the interface and inside wiring (including riser cable) up to the termination locations (demarcations) defined in Section 1.2 of this Agreement. Beyond these demarcations, CUSTOMER shall be responsible for Customer Premise Equipment (CPE), premises wiring, interface, and CPE service compatibility, and any changes thereto.

1.5. Should any changes in the inside wiring up to the demarcations require USWC to redesign Service provided under this Agreement, CUSTOMER shall reimburse USWC for all costs incurred by USWC in making such a change. USWC shall have no liability of any kind beyond the demarcations (termination locations defined in Section 1.2).

2. Use Of Service. USWC supplies Service, and CUSTOMER purchases Service, for CUSTOMER's own use. USWC's obligations under this Agreement extend solely to CUSTOMER. This Agreement benefits, and is intended to benefit, the two parties. This Agreement does not, in any way, change, expand, or reduce, any preexisting rights or obligations of any person who is not a party to the Agreement.

3. Charges And Payments. USWC shall bill, and CUSTOMER shall pay, all charges specified or referred to in this Agreement. The charge for Service for ninety (90) days is \$13,605.00 and shall be billed when Service is established. The charge quoted here does not include charges for additional Services added by addendum to this Agreement; nor does the quoted charge include any taxes or fees USWC must by law include in its billings. Payment of all bills is due within thirty (30) days of the bill date. Past due amounts shall be subject to a late charge of the lesser of 1-1/2% (one and one half percent) per month or the maximum allowed by law. Service additions, upgrades, or moves may be negotiated prior to contract expiration.

4. Service Order And Other Charges. CUSTOMER shall pay all USWC State Tariff, Catalog, and/or Price List, Service order or other charges applicable to this Agreement's Service. CUSTOMER shall pay any USWC FCC Tariff charges that may apply to Service under this Agreement. Applicable USWC State and/or F.C.C. Tariff, Catalog, and/or Price List provisions are incorporated herein.

IMAGE SERVICES AGREEMENT
STATE OF MN/USWC
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5. Term. This Agreement shall remain in effect for a period of ninety (90) days from the date this Agreement's Service is installed. USWC's records shall document the installation date of Service. At least forty-five (45) days prior to expiration of the term of this Agreement, the parties shall commence negotiations if they desire to continue Service under mutually acceptable terms and conditions. Renegotiation and renewal is subject to: (1) availability of facilities; (2) continued commercial offering of Service; (3) the parties reaching agreement on new charges and other terms; and (4) parties' joint execution of written Supplements to this Agreement. If no renegotiation and renewal Supplement is mutually executed by the parties prior to the expiration of the term of this Agreement, this Agreement shall terminate and Service under this Agreement shall cease on the date of expiration of the term of this Agreement. However, nothing binds or requires USWC to continue to supply Service, or CUSTOMER to continue to purchase Service, after expiration of this Agreement, if the parties cannot reach a mutually satisfactory agreement.

6. Additions To Service. Upon receiving requests for "additions to Service" from CUSTOMER, USWC shall supply such "additions to Service" to CUSTOMER under this Agreement subject to the following conditions: (1) USWC commercially offers such "additions to Service" as part of Service; (2) requested "additions to Service" and necessary facilities are technically and practicably available; (3) CUSTOMER and USWC reach agreement as to appropriate and reasonable charges for "additions to Service"; and (4) USWC and CUSTOMER execute written Supplements to this Agreement covering such "additions to Service".

7. Maintenance. USWC shall provide all maintenance on the Service and shall be provided access to CUSTOMER's premises in order to perform maintenance. Maintenance may not be provided by CUSTOMER or any third parties. Requests for maintenance Service outside USWC's working hours (8 a.m. to 5 p.m. weekdays, excluding holidays) shall be billed at USWC's current rates. CUSTOMER shall pay an additional maintenance charge at USWC's current rates for maintenance requests resulting from malfunctions in CUSTOMER provided equipment.

8. Service Interruptions. In the event that Service is interrupted for more than twenty-four (24) consecutive hours after notification by CUSTOMER for any cause, except those under the CUSTOMER's control or caused by facilities or equipment furnished by the CUSTOMER, or conditions in Section 13, CUSTOMER may request an out-of-service credit to be calculated by: (1) dividing the monthly rate for the Services affected by thirty (30) days, then (2) multiplying that daily rate by the number of days, or fraction of a day, that Service was interrupted.

IMAGE SERVICES AGREEMENT
STATE OF MN/USWC
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9. Ownership Of Facilities. Nothing herein shall be construed to confer upon the CUSTOMER any rights or proprietary interest in the facilities used by USWC to provide Service.

10. Provisioning Of Service. USWC may provision and supply Service described in this Agreement in any manner and by means of any equipment, software, and facilities USWC chooses. Provisioning of Service is a matter within USWC's sole discretion.

11. Termination Charges; Material Breach.

11.1. In the event CUSTOMER terminates Service under this Agreement, in whole or in part, prior to the installation date and after CUSTOMER's execution of this Agreement, CUSTOMER shall pay termination charges consisting of the following: all engineering, planning, preparation, materials, supplies, equipment, placement, facilities, acquisition, transportation, installation, construction, and labor costs and charges USWC incurs in connection with the Service described in this Agreement during the period of time from CUSTOMER's execution of this Agreement to and including the date CUSTOMER terminates this Agreement.

11.2. If this Agreement is terminated, in whole or in part, by CUSTOMER on or after the date of installation, termination charges equal to the total contract price as stated in Section 3 shall apply. USWC shall not refund any amounts pre-paid by CUSTOMER, and all charges under this Agreement not yet paid shall become due within thirty (30) days of termination. CUSTOMER must give thirty (30) days written notice of termination.

11.3. If USWC terminates this Agreement, in whole or in part, for cause, upon giving CUSTOMER thirty (30) days written notice, these termination charges shall apply. "Cause" refers to a material breach of the terms and the conditions of this Agreement by CUSTOMER. Material breaches include failures to timely pay applicable charges, inappropriate use of Service, and any other material failure to comply with this Agreement. If CUSTOMER fails to cure any material breach within thirty (30) days USWC has the right to terminate this Agreement.

11.4. In the event USWC materially breaches its duties under this Agreement and CUSTOMER gives USWC thirty (30) days written notice of such material breach and USWC does not cure such material breach within that thirty (30) day notice period, CUSTOMER may pursue its remedies provided in this Agreement. In the event CUSTOMER terminates this Agreement for USWC's material breach, the termination charges in Section 11.2 will not apply and USWC shall remain liable to that extent provided in Section 12.

12. Limitation Of Liability. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN NO EVENT SHALL USWC, ITS AGENTS, OR EMPLOYEES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST INCOME OR LOST REVENUES, REGARDLESS OF THE THEORY UPON WHICH ACTION WAS BASED. USWC'S TOTAL LIABILITY FOR DIRECT DAMAGES REGARDLESS OF THE THEORY ON WHICH A CLAIM IS BASED SHALL BE: i) FOR ACTS DESCRIBED IN SECTION 8, LIMITED TO AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE FOR SERVICE FOR THE PERIOD DURING WHICH THE SERVICE WAS AFFECTED AS DESCRIBED IN SECTION 8; ii) FOR ANY OTHER ACTS, LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES. IN NO EVENT SHALL USWC'S LIABILITY EXCEED THE TOTAL CONTRACT PRICE.

13. Force Majeure. With the exception of payment of charges due under this Agreement, a party shall be excused from performance if its performance is prevented by acts or events beyond the party's reasonable control including but not limited to: severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; computer failures; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities.

14. Indemnity. With regard to any and all claims arising out of the content of CUSTOMER's information transmitted over this Service, CUSTOMER's use of Attachments to this Service, CUSTOMER's use of inside wire, riser cable, or CPE, and claims arising solely out of any negligent act or omission of the CUSTOMER, its employees or agents, CUSTOMER shall be responsible to the full extent permitted by Minnesota Statutes, Section 3.736, et seq.

15. Proprietary Information. Confidential Information includes any business or technical information marked "CONFIDENTIAL INFORMATION" and exchanged in connection with this Agreement. Both parties shall treat such information as confidential within their respective organizations, unless such information is or becomes publicly available through no action of either party, a party is required to disclose such information in proper discovery in a legal proceeding (in which case that party shall take steps to obtain maximum protective order protection for that information), or a party is required to disclose such information under the Minnesota Data Practices Act, Minnesota Statutes, Section 13.01, et seq. The parties shall not disclose any Confidential Information to any person outside their respective organizations unless that disclosure is made in response, or because of an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery in a proceeding before any such agency or court, or as a result of a proper request for disclosure, and a requirement that such data be disclosed, under the Minnesota Data Practices Act, Minnesota Statutes, Section 13.01, et seq. A party

disclosing such information shall take steps to obtain maximum protection for and confidential treatment of any such information under laws, court rules, or agency rules concerning protective orders. The parties' obligations under this Section shall continue to bind them for two (2) years following termination or expiration of this Agreement.

16. Nonwaiver. The failure of either party to enforce strict performance of any provision of this Agreement shall not be construed as a waiver of its right to assert or rely upon such provision or any other provision of this Agreement.

17. Service Releases. USWC may request Service releases for USWC routine maintenance or rearrangement of facilities or equipment. Such releases shall be for specified periods of time, and USWC shall give CUSTOMER advance notification. Release periods are not considered Service interruptions unless Service is not restored by the end of the period.

18. Successors, Assignment. This Agreement binds the parties, their successors, and their assigns. USWC may assign its rights and delegate its obligations under this Agreement to affiliates, subsidiaries, or its parent, provided that CUSTOMER continues to receive the Service for which CUSTOMER contracts under this Agreement. CUSTOMER may assign its rights and delegate its obligations under this Agreement with USWC's prior written consent. USWC may not unreasonably withhold its consent.

19. Lawfulness Of Agreement. This Agreement and the parties' actions under this Agreement shall comply with all applicable laws, rules, regulations, court orders, and governmental agency orders. If a court or a governmental agency with proper jurisdiction determines that this Agreement, or a provision of this Agreement, is unlawful, this Agreement, or that provision of this Agreement, shall terminate. If a provision of this Agreement is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

20. Exclusion Of Warranties. Temporary interruptions or disconnections of Service occasionally may occur. USWC DOES NOT WARRANT THAT USWC SERVICE WILL BE FREE FROM INTERRUPTION, DISCONNECTIONS, ERRORS, OR OTHER OCCASIONAL PROBLEMS RESULTING IN OUT-OF-SERVICE CONDITIONS. THIS AGREEMENT EXCLUDES ALL WARRANTIES OF WHATEVER KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In the event a Service interruption, a Service disconnection, or some other problem resulting in an out-of-Service condition occurs, CUSTOMER's only remedy and USWC's only liability to CUSTOMER shall be the out-of-Service credit, as defined in Clause 8, herein.

21. Governing Laws. Interpretation of this Agreement shall be governed by the Laws of the State of Minnesota. Any court action arising from this Agreement shall be brought in a court with appropriate jurisdiction in the City of Minneapolis, State of Minnesota.

22. Expression Of Parties Bargain And Understanding. This Agreement, this Agreement's Attachments and Notices, and any Supplements to this Agreement, contain the entire expression of the parties' bargain and agreement for the supply and purchase of Services. No other documents or communications may be relied upon in construing the parties' rights and obligations under this Agreement.

23. Supplements To Agreement. The parties may, by mutual agreement and execution of a written Supplement to this Agreement, modify or add to the provisions of this Agreement.

24. Affirmative Action. USWC certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statute, 1981 Supplement, Section 363.073.

25. State Audits. The books, records, documents, and accounting procedures and practices of USWC relevant to this Agreement will be subject to examination by the contracting department and the legislative auditor.

26. Workers' Compensation. In accordance with the provisions of Minnesota Statute, 1981 Supplement, Section 176.182, CUSTOMER affirms that USWC has provided acceptable evidence of compliance with the worker's compensation insurance coverage requirement of Minnesota Statute, 1981 Supplement, Section 178.181, Subdivision 2.

27. State and Federal Identification. CUSTOMER hereby gives notice to USWC and USWC hereby acknowledges that USWC is required by law to provide its social security number or Minnesota tax identification number if USWC does business with the State of Minnesota; and that this information may be used in the enforcement of federal and state tax laws. USWC's Minnesota tax identification number is 8664064. USWC's Federal employer identification number is 47-0255560.

28. Entire Agreement. This Agreement, CUSTOMER's Specifications, USWC's Response, any addendum and applicable USWC tariffs, constitute the entire Agreement between the parties. Any amendments hereto must be made in writing and signed by the parties. No statement made by any person that varies the terms of the Agreement shall be binding unless it is reduced to writing and duly executed.

29. Execution. The parties hereby execute and authorize this Agreement as of the last date shown below:

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION

By: Judith A. Pinke
Signature Judith A. Pinke
Assistant Commissioner
Name Typed or Printed
Title
Date 6-26-90

U S WEST COMMUNICATIONS

By: Louis W. Mitera
Signature Louis W. Mitera
Name Typed or Printed Director Sales-Midwest
Title
Date June 19, 1990

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
AS "CUSTOMER"

By: [Signature]
Signature
Name Typed or Printed
Title
Date 7/3/90

U S WEST COMMUNICATIONS

By: Louis W. Mitera
Signature Louis W. Mitera
Name Typed or Printed Director Sales-Midwest
Title
Date June 19, 1990

APPROVED AS TO FORM
AND EXECUTION
OFFICE OF THE ATTORNEY GENERAL
STATE OF MINNESOTA

By: [Signature]
Signature
Name Typed or Printed SAAH
Title
Date 6/29/90

STATE OF MINNESOTA
DEPARTMENT OF FINANCE

By: [Signature]
Signature
Name Typed or Printed SHW HOFER
Title
Date 7/17/90

IMAGE SERVICES AGREEMENT
STATE OF MN/USWC
CONTRACT NO. MIN-900410-0064
19 JUNE 1990/RAM

APPENDIX E
Evaluation Data Tables

SURVEY RESULTS

**Interactive Telecommunication Project
Evaluation Form**

SUMMARY OF DEMOGRAPHIC DATA

This summary includes data for the 22 hearings conducted throughout the project, from September 4 through October 29, 1990.

A. Hearings

Total number of hearings = 22

Hearings by type

Jarvis	= 16
Price	= 2
Jarvis/Price	= 1
Jarvis Motions (253B.17)	= <u>3</u>
TOTAL	= 22

Hearings by week

Week 1 (09/03-07)	= 1
Week 2 (09/10-14)	= 1
Week 3 (09/17-21)	= 3
Week 4 (09/24-28)	= 3
Week 5 (10/01-05)	= 5
Week 6 (10/08-12)	= 4
Week 7 (10/15-19)	= 2
Week 8 (10/22-26)	= 2
Week 9 (10/29-11/2)	= <u>1</u>
TOTAL	22

B. Participants

Judge/Referees Participating = 4

Fifteen Hearings	= 1
Three Hearings	= 2
One Hearings	= 1

Number of Respondent Attorney's who participated = 19

One Hearing	= 16
Two Hearings	= 3

Number of Petitioning Attorney's who Participated = 10

County Attorney's Office = 5

One Hearing = 3
Two Hearings = 1
Three Hearings = 1

Attorney Generals Office = 5

One Hearing = 3
Two Hearings = 1
Nine Hearings = 1

Number of Guardians Ad Litem Who Participated = *10

One Hearing = 3
Two Hearings = 5
Four Hearings = 2

*No G.A.L. present at one hearing

Court Appointed Examiners = 4

One Hearing = 1
Three Hearings = 1
* Seven Hearings = 1 * Twice as a Second Examiner
Thirteen Hearings = 1

Court Reporters =7

One Hearing = 4
Two Hearings = 1
Three Hearings = 1
Thirteen Hearings = 1

Physicians From AMRTC = 7

One Hearing = 2
Two Hearings = 1
Three Hearings = 1
Four Hearings = 1
Five Hearings = 1
Six Hearings = 1

TOTAL EVALUATION DATA

JARVIS/PRICE EVALUATION DATA

IIA. [Courtroom] The telecommunication equipment worked properly during the hearing.

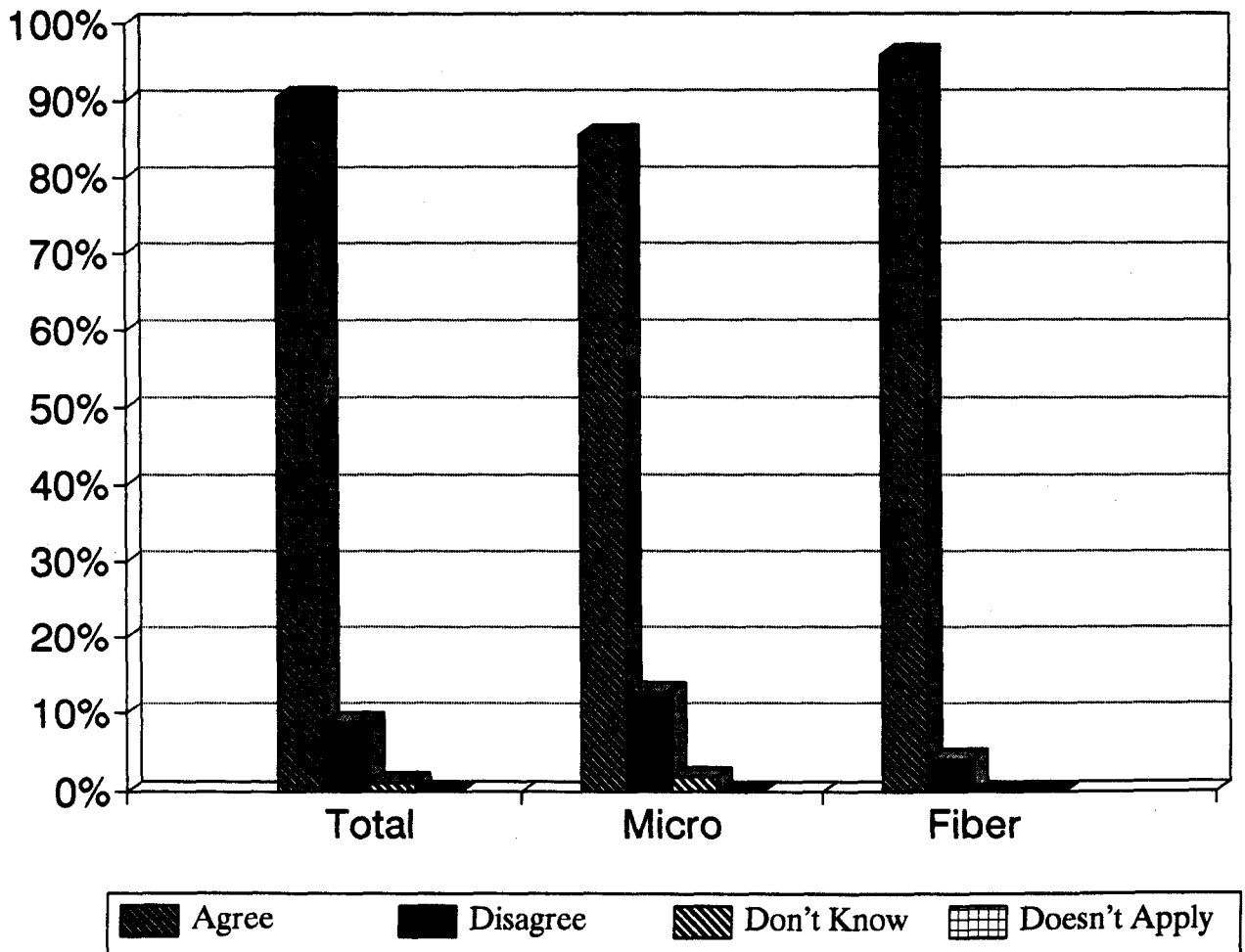
IIA. [Anoka] The telecommunication equipment at Anoka worked properly during the hearing.

	Data		
	Total	Micro *	Fiber +
Agree	185	94	91
Disagree	18	14	4
Don't Know	2	2	0
Doesn't Apply	0	0	0
Responses	205	110	95
Non Responses	34	2	32
Possible Responses	239	112	127

	Percent		
	Total	Micro	Fiber
Agree	90%	85%	96%
Disagree	9%	13%	4%
Don't Know	1%	2%	0%
Doesn't Apply	0%	0%	0%

* Micro = Microwave Signal-(10 hearings from Sept. 4 - Oct. 4, 1990)

+ Fiber = Fiber Optic Signal-(12 hearings from Oct. 5 - Oct. 29, 1990)

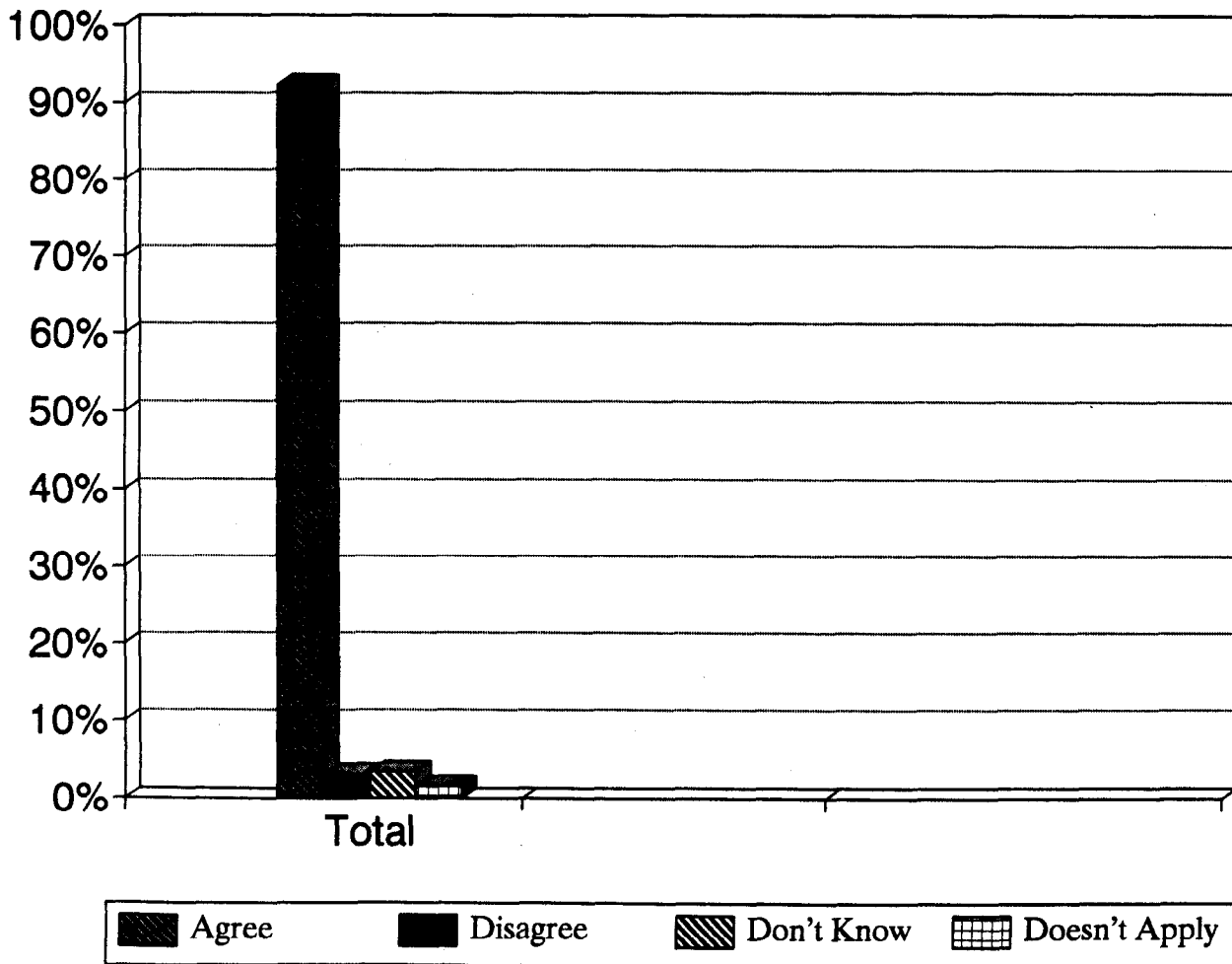


JARVIS/PRICE EVALUATION DATA

IIB. [Courtroom and Anoka] It appeared that the telecommunication equipment was easy to use.

	Total
Agree	189
Disagree	6
Don't Know	7
Doesn't Apply	3
Responses	205
Non Responses	34
Possible Responses	239

	Total
Agree	92%
Disagree	3%
Don't Know	3%
Doesn't Apply	1%



JARVIS/PRICE EVALUATION DATA

IIC. [Courtroom] I could clearly hear and see the physician testifying from Anoka.

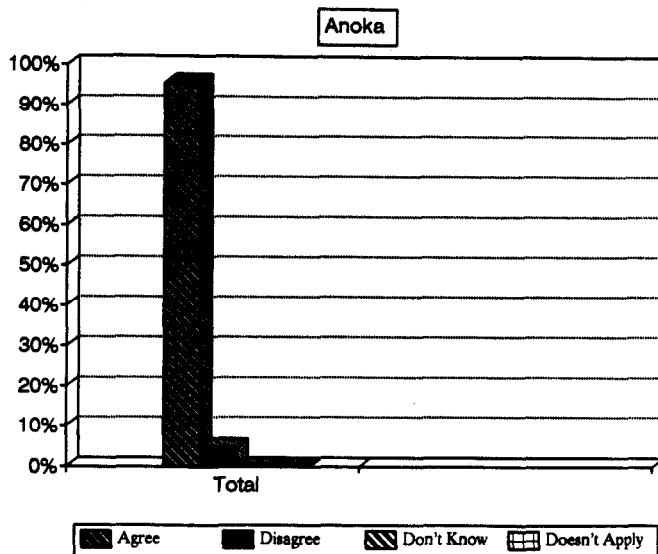
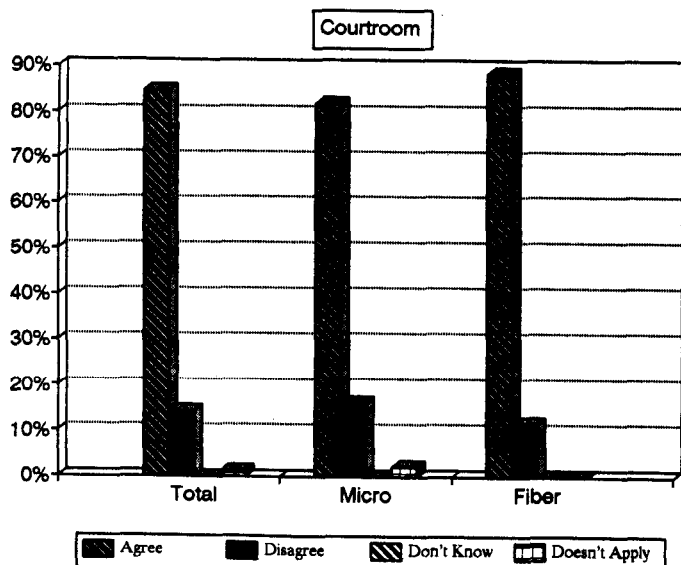
	Data		
	Total	Micro *	Fiber +
Agree	149	81	68
Disagree	25	16	9
Don't Know	0	0	0
Doesn't Apply	2	2	0
Responses	176	99	77
Non Responses	41	3	38
Possible Responses	217	102	115

	Percent		
	Total	Micro	Fiber
Agree	85%	82%	88%
Disagree	14%	16%	12%
Don't Know	0%	0%	0%
Doesn't Apply	1%	2%	0%

IIC. [Anoka] I had an adequate understanding of what was happening in the courtroom through the use of the telecommunication equipment.

	Total
Agree	21
Disagree	1
Don't Know	0
Doesn't Apply	0
Responses	22
Non Responses	0
Possible Responses	22

	Total
Agree	95%
Disagree	5%
Don't Know	0%
Doesn't Apply	0%



* Micro = Microwave Signal-(10 hearings from Sept. 4 - Oct. 4, 1990)
 + Fiber = Fiber Optic Signal-(12 hearings from Oct. 5 - Oct. 29, 1990)

JARVIS/PRICE EVALUATION DATA

IID. [Courtroom] Using interactive telecommunication equipment disrupted the proceedings of the courtroom.

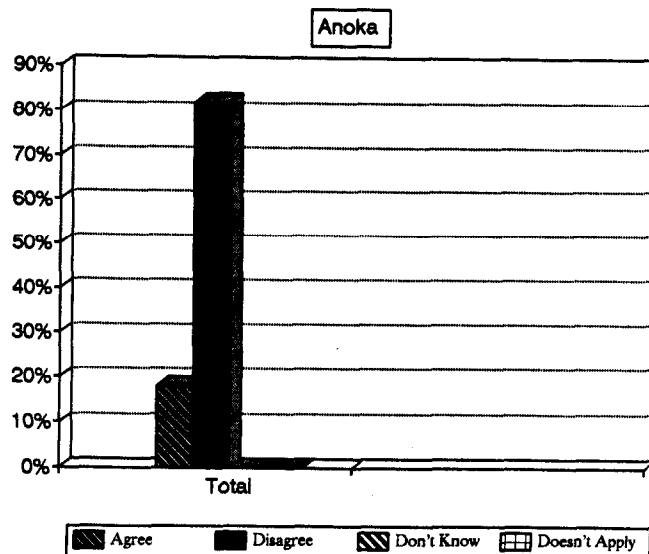
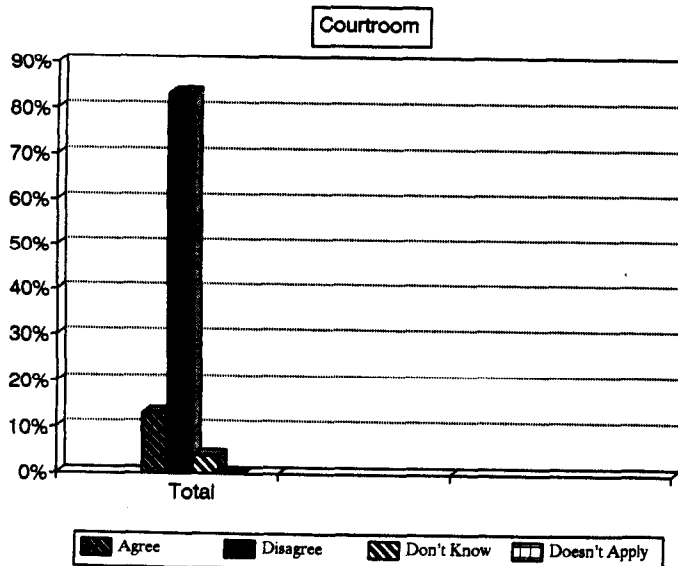
	Total
Agree	24
Disagree	154
Don't Know	7
Doesn't Apply	0
Responses	185
Non Responses	32
Possible Responses	217

	Total
Agree	13%
Disagree	83%
Don't Know	4%
Doesn't Apply	0%

IID. [Anoka] Using interactive telecommunication equipment hindered my ability to communicate effectively with my attorney.

	Total
Agree	4
Disagree	18
Don't Know	0
Doesn't Apply	0
Responses	22
Non Responses	0
Possible Responses	22

	Total
Agree	18%
Disagree	82%
Don't Know	0%
Doesn't Apply	0%



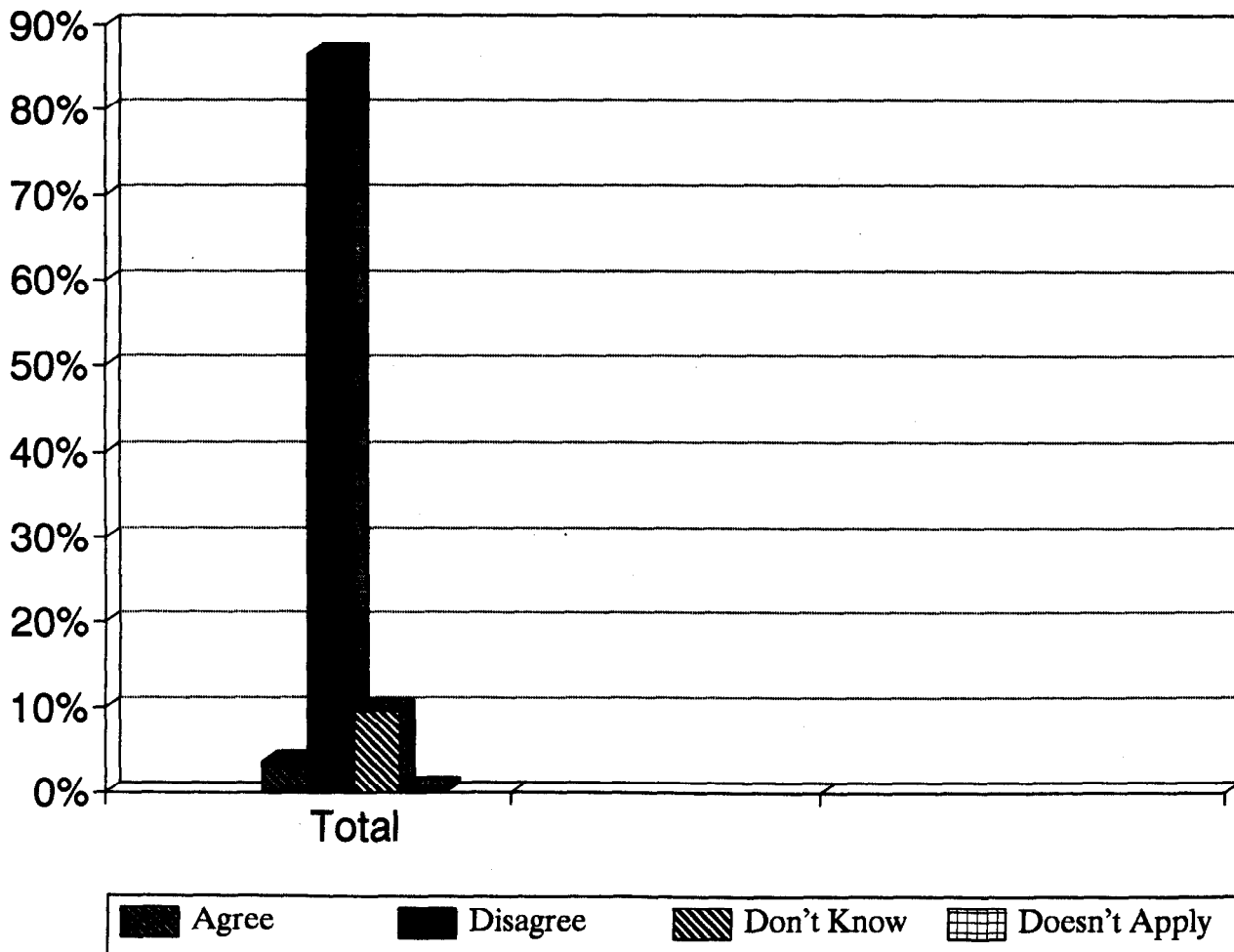
* Micro = Microwave Signal-(10 hearings from Sept. 4 - Oct. 4, 1990)
 + Fiber = Fiber Optic Signal-(12 hearings from Oct. 5 - Oct. 29, 1990)

JARVIS/PRICE EVALUATION DATA

IIE. [Courtroom and Anoka] Using interactive telecommunication equipment in the courtroom interfered with the rights of the parties participating in the hearing.

	Total
Agree	7
Disagree	173
Don't Know	19
Doesn't Apply	1
Responses	200
Non Responses	39
Possible Responses	239

	Total
Agree	4%
Disagree	87%
Don't Know	10%
Doesn't Apply	1%



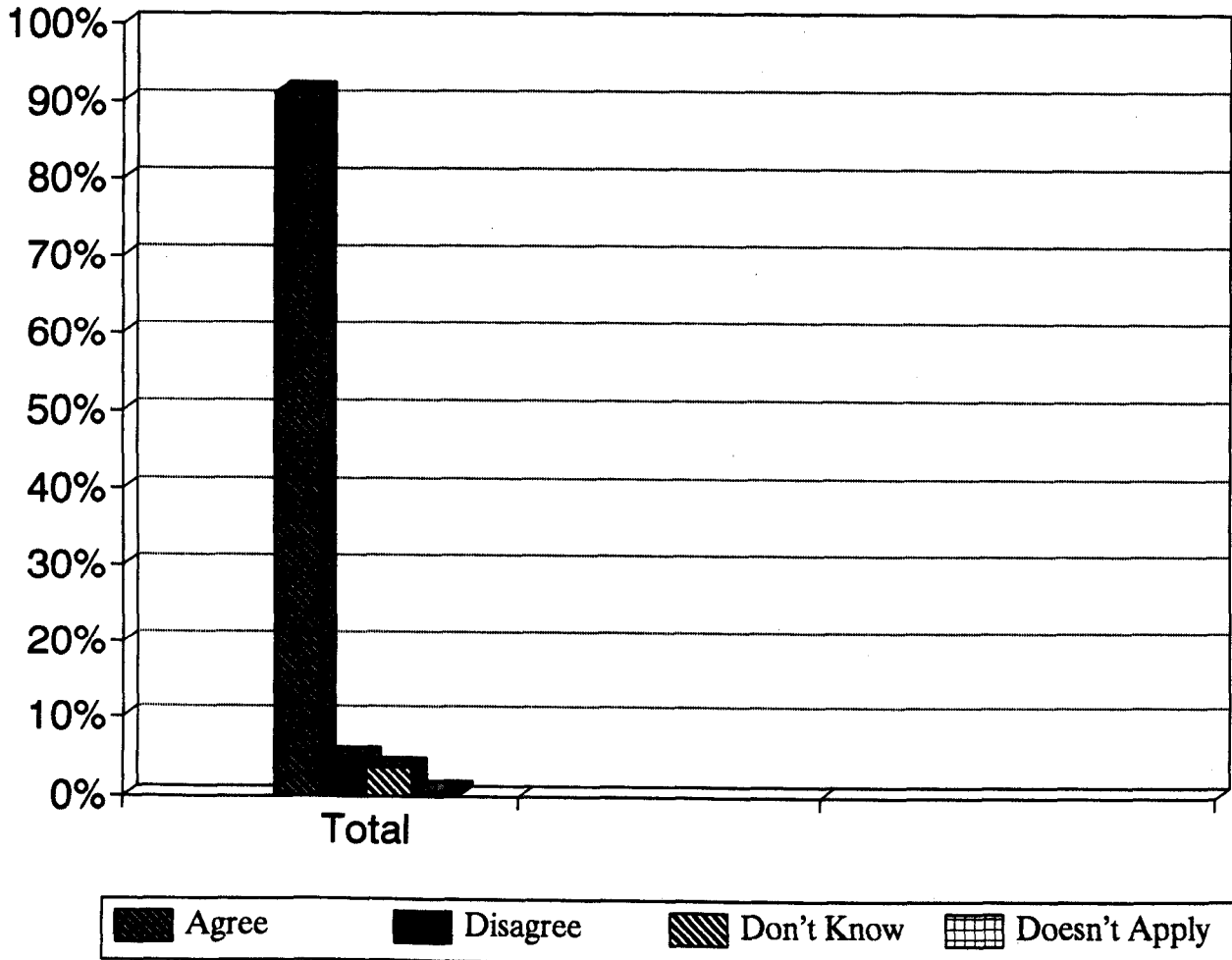
JARVIS/PRICE EVALUATION DATA

IIF. [Courtroom] Having the physician testify via interactive telecommunication equipment was a satisfactory way to conduct this hearing.

IIF. [Anoka] Obtaining my testimony via interactive telecommunication equipment was a satisfactory way to conduct this hearing.

	Total
Agree	183
Disagree	10
Don't Know	7
Doesn't Apply	1
Responses	201
Non Responses	38
Possible Responses	239

	Total
Agree	91%
Disagree	5%
Don't Know	3%
Doesn't Apply	0%



DATA BY SPECIFIC TYPE OF EVALUATOR

JARVIS/PRICE EVALUATION DATA

IIA. [Courtroom] The telecommunication equipment worked properly during the hearing.

IIA. [Anoka] The telecommunication equipment at Anoka worked properly during the hearing.

Evaluators	Agree	Disagree	Don't Know	Doesn't Apply	Responses	Non-Responses	Possible Responses
Court Appointed Examiner *	17	2	2	0	21	3	24
Court Reporter	17	3	0	0	20	2	22
Defense Attorney	20	1	0	0	21	1	22
Deputy	15	1	0	0	16	0	16
Guardian Ad Litem ~	18	2	0	0	20	1	21
Judge/Referee	20	1	0	0	21	1	22
Petitioner's Attorney	18	2	0	0	20	2	22
Patient ~	1	0	0	0	1	20	21
Observer	39	4	4	0	47	0	47
Physician (Anoka)	20	2	0	0	22	0	22

* Includes two (2) Second Examiners

~ One (1) person did not attend

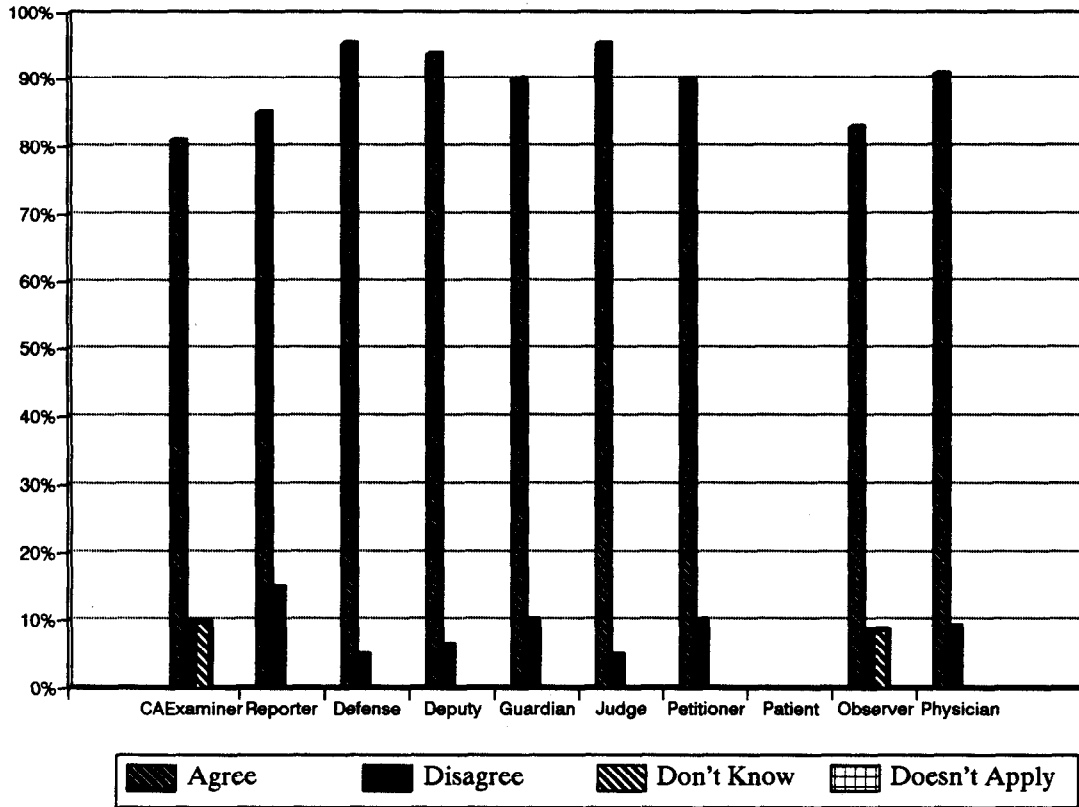
Evaluators	Agree	Disagree	Don't Know	Doesn't Apply
Court Appointed Examiner *	81%	10%	10%	0%
Court Reporter	85%	15%	0%	0%
Defense Attorney	95%	5%	0%	0%
Deputy	94%	6%	0%	0%
Guardian Ad Litem	90%	10%	0%	0%
Judge/Referee	95%	5%	0%	0%
Petitioner's Attorney	90%	10%	0%	0%
Patient	+	+	+	+
Observer	83%	9%	9%	0%
Physician (Anoka)	91%	9%	0%	0%

+ Not statistically significant

JARVIS/PRICE EVALUATION DATA

IIA. [Courtroom] The telecommunication equipment worked properly during the hearing.

IIA. [Anoka] The telecommunication equipment at Anoka worked properly during the hearing



JARVIS/PRICE EVALUATION DATA

IIB. [Courtroom and Anoka] It appeared that the telecommunication equipment was easy to use.

Evaluators	Agree	Disagree	Don't Know	Doesn't Apply	Responses	Non-Responses	Possible Responses
Court Appointed Examiner *	16	0	4	0	20	4	24
Court Reporter	18	2	0	0	20	2	22
Defense Attorney	21	0	0	0	21	1	22
Deputy	13	0	2	1	16	0	16
Guardian Ad Litem ~	19	1	0	0	20	1	21
Judge/Referee	20	0	0	1	21	1	22
Petitioner's Attorney	20	0	0	0	20	2	22
Patient ~	1	0	0	0	1	20	21
Observer	41	1	1	1	44	3	47
Physician (Anoka)	20	2	0	0	22	0	22

* Includes two (2) Second Examiners

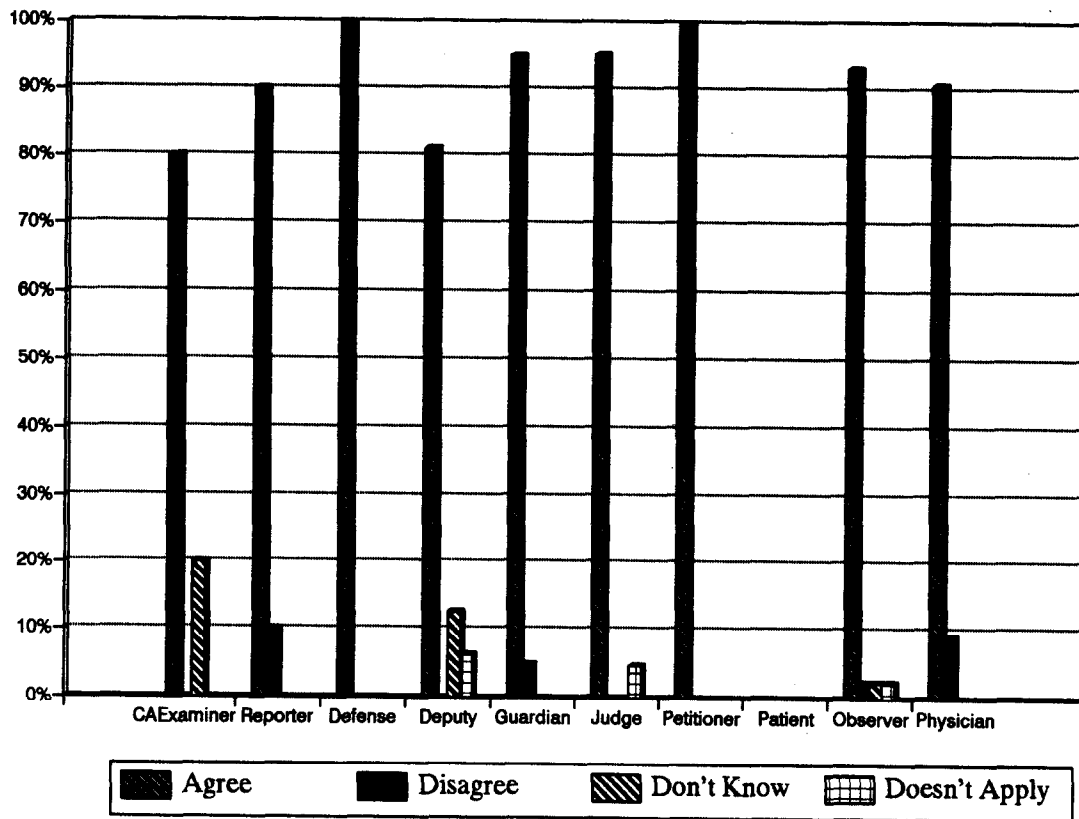
~ One (1) person did not attend

Evaluators	Agree	Disagree	Don't Know	Doesn't Apply
Court Appointed Examiner *	80%	0%	20%	0%
Court Reporter	90%	10%	0%	0%
Defense Attorney	100%	0%	0%	0%
Deputy	81%	0%	13%	6%
Guardian Ad Litem	95%	5%	0%	0%
Judge/Referee	95%	0%	0%	5%
Petitioner's Attorney	100%	0%	0%	0%
Patient	+	+	+	+
Observer	93%	2%	2%	2%
Physician (Anoka)	91%	9%	0%	0%

+ Not statistically significant

JARVIS/PRICE EVALUATION DATA

IIB. [Courtroom and Anoka] It appeared that the telecommunication equipment was easy to use.



JARVIS/PRICE EVALUATION DATA

IIC. [Courtroom] I could clearly hear and see the physician testifying from Anoka.

IIC. [Anoka] I had an adequate understanding of what was happening in the courtroom through the use of the telecommunication equipment.

Evaluators	Agree	Disagree	Don't Know	Doesn't Apply	Responses	Non-Responses	Possible Responses
Court Appointed Examiner *	17	4	0	0	21	3	24
Court Reporter	12	6	0	0	18	4	22
Defense Attorney	16	5	0	0	21	1	22
Deputy	15	0	0	1	16	0	16
Guardian Ad Litem ~	16	1	0	1	18	3	21
Judge/Referee	19	1	0	0	20	2	22
Petitioner's Attorney	18	1	0	0	19	3	22
Patient ~	0	0	0	0	0	21	21
Observer	36	7	0	0	43	4	47
Physician (Anoka)	21	1	0	0	22	0	22

* Includes two (2) Second Examiners

~ One (1) person did not attend

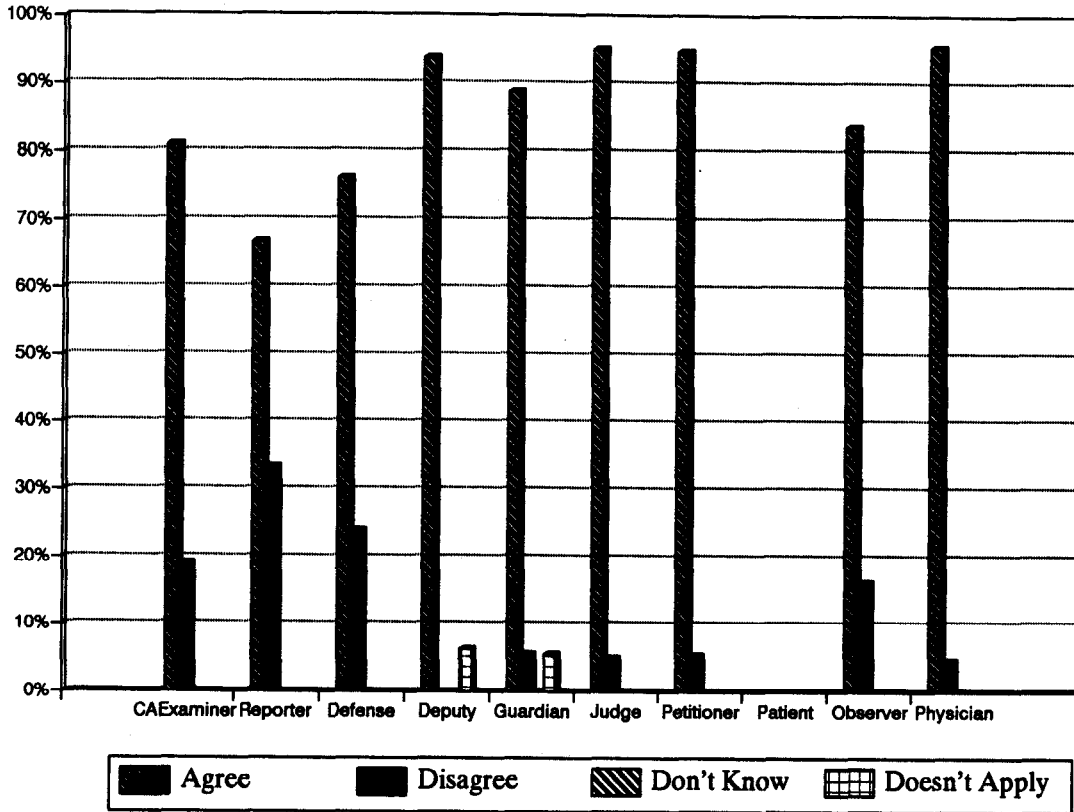
Evaluators	Agree	Disagree	Don't Know	Doesn't Apply
Court Appointed Examiner *	81%	19%	0%	0%
Court Reporter	67%	33%	0%	0%
Defense Attorney	76%	24%	0%	0%
Deputy	94%	0%	0%	6%
Guardian Ad Litem	89%	6%	0%	6%
Judge/Referee	95%	5%	0%	0%
Petitioner's Attorney	95%	5%	0%	0%
Patient	+	+	+	+
Observer	84%	16%	0%	0%
Physician (Anoka)	95%	5%	0%	0%

+ Not statistically significant

JARVIS/PRICE EVALUATION DATA

IIC. [Courtroom] I could clearly hear and see the physician testifying from Anoka.

IIC. [Anoka] I had an adequate understanding of what was happening in the courtroom through the use of the telecommunication equipment.



JARVIS/PRICE EVALUATION DATA

IID. [Courtroom] Using interactive telecommunication equipment disrupted the proceedings of the courtroom.

IID. [Anoka] Using interactive telecommunication equipment hindered my ability to communicate effectively with my attorney.

Evaluators	Agree	Disagree	Don't Know	Doesn't Apply	Responses	Non-Responses	Possible Responses
Court Appointed Examiner *	3	13	5	0	21	3	24
Court Reporter	4	16	0	0	20	2	22
Defense Attorney	4	15	1	0	20	2	22
Deputy	0	16	0	0	16	0	16
Guardian Ad Litem ~	3	16	1	0	20	1	21
Judge/Referee	0	21	0	0	21	1	22
Petitioner's Attorney	2	18	0	0	20	2	22
Patient ~	1	0	0	0	1	20	21
Observer	7	39	0	0	46	1	47
Physician (Anoka)	4	18	0	0	22	0	22

* Includes two (2) Second Examiners

~ One (1) person did not attend

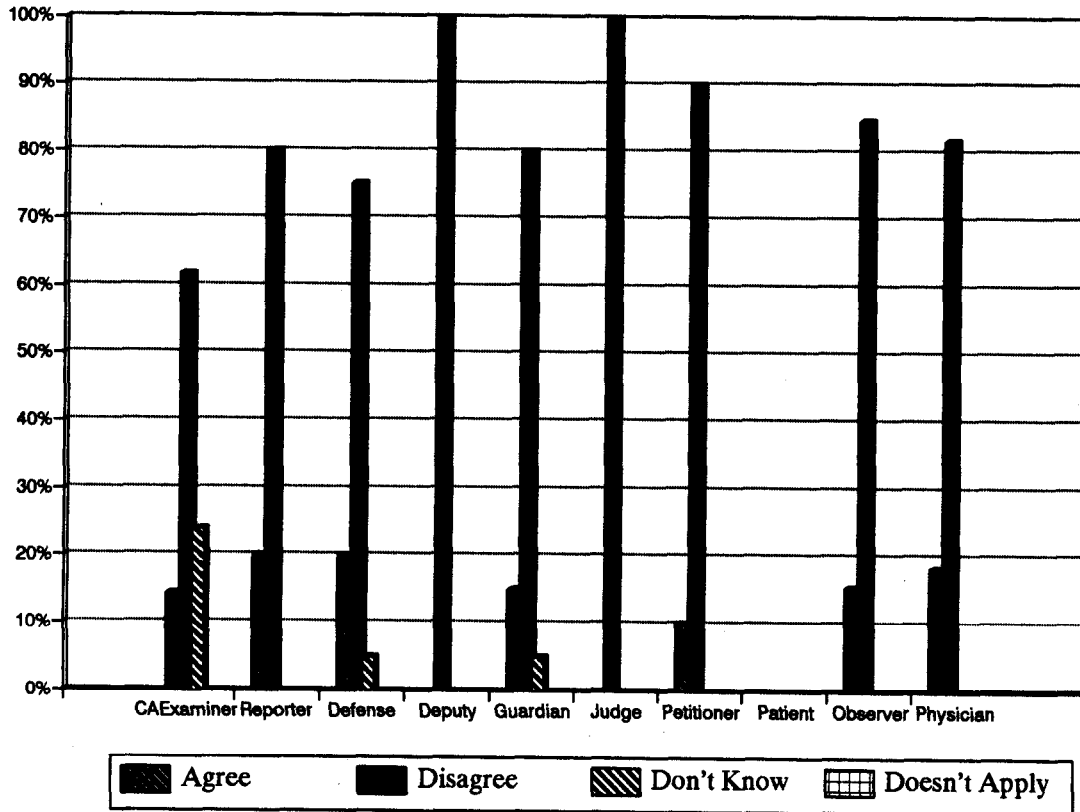
Evaluators	Agree	Disagree	Don't Know	Doesn't Apply
Court Appointed Examiner *	14%	62%	24%	0%
Court Reporter	20%	80%	0%	0%
Defense Attorney	20%	75%	5%	0%
Deputy	0%	100%	0%	0%
Guardian Ad Litem	15%	80%	5%	0%
Judge/Referee	0%	100%	0%	0%
Petitioner's Attorney	10%	90%	0%	0%
Patient	+	+	+	+
Observer	15%	85%	0%	0%
Physician (Anoka)	18%	82%	0%	0%

+ Not statistically significant

JARVIS/PRICE EVALUATION DATA

IID. [Courtroom] Using interactive telecommunication equipment disrupted the proceedings of the courtroom.

IID. [Anoka] Using interactive telecommunication equipment hindered my ability to communicate effectively with my attorney.



JARVIS/PRICE EVALUATION DATA

IIE. [Courtroom and Anoka] Using interactive telecommunication equipment in the courtroom interfere with rights of the parties participating in the hearing.

Evaluators	Agree	Disagree	Don't Know	Doesn't Apply	Responses	Non-Responses	Possible Responses
Court Appointed Examiner *	3	13	5	0	21	3	24
Court Reporter	4	16	0	0	20	2	22
Defense Attorney	4	15	1	0	20	2	22
Deputy	0	16	0	0	16	0	16
Guardian Ad Litem ~	3	16	1	0	20	1	21
Judge/Referee	0	21	0	0	21	1	22
Petitioner's Attorney	2	18	0	0	20	2	22
Patient ~	1	0	0	0	1	20	21
Observer	7	39	0	0	46	1	47
Physician (Anoka)	4	18	0	0	22	0	22

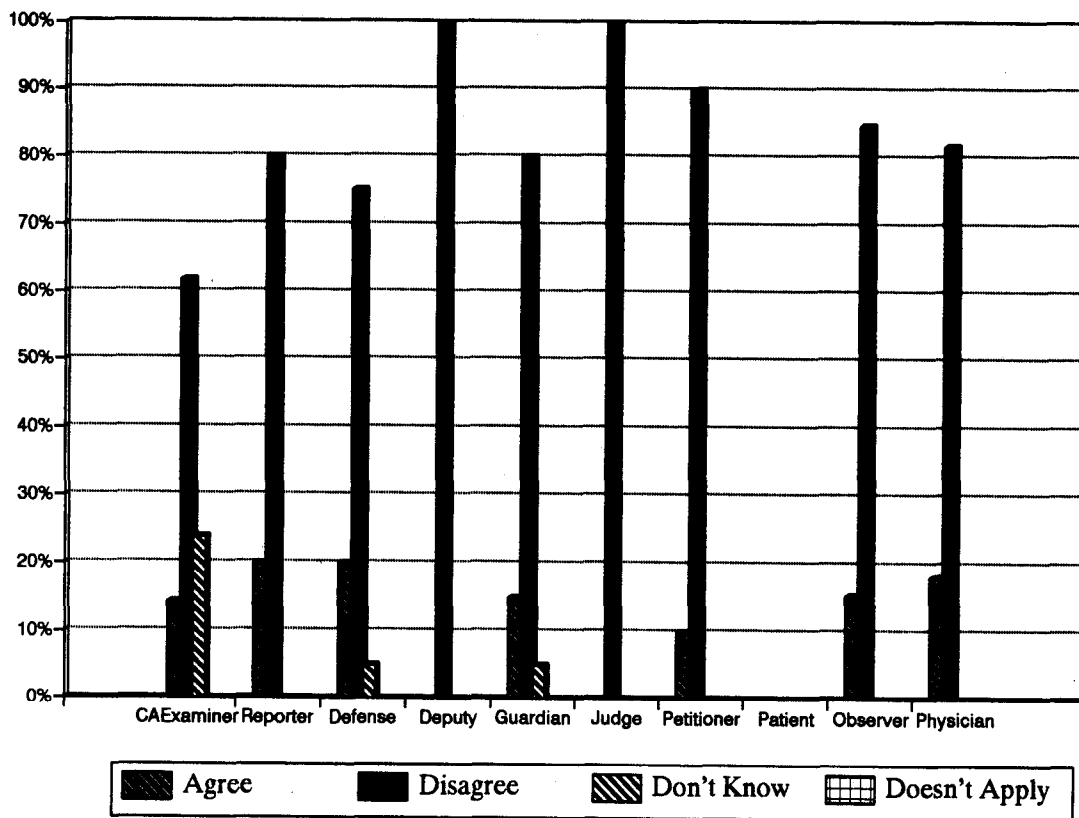
* Includes two (2) Second Examiners
 ~ One (1) person did not attend

Evaluators	Agree	Disagree	Don't Know	Doesn't Apply
Court Appointed Examiner *	14%	62%	24%	0%
Court Reporter	20%	80%	0%	0%
Defense Attorney	20%	75%	5%	0%
Deputy	0%	100%	0%	0%
Guardian Ad Litem	15%	80%	5%	0%
Judge/Referee	0%	100%	0%	0%
Petitioner's Attorney	10%	90%	0%	0%
Patient	+	+	+	+
Observer	15%	85%	0%	0%
Physician (Anoka)	18%	82%	0%	0%

+ Not statistically significant

JARVIS/PRICE EVALUATION DATA

IIE. [Courtroom and Anoka] Using interactive telecommunication equipment in the courtroom interfered with rights of the parties participating in the hearing.



JARVIS/PRICE EVALUATION DATA

IIF. [Courtroom] Having the physician testify via interactive telecommunication equipment was a satisfactory way to conduct this hearing.

IIF. [Anoka] Obtaining my testimony via interactive telecommunication equipment was a satisfactory way to conduct this hearing.

Evaluators	Agree	Disagree	Don't Know	Doesn't Apply	Responses	Non-Responses	Possible Responses
Court Appointed Examiner *	16	2	2	0	20	4	24
Court Reporter	16	3	0	0	19	3	22
Defense Attorney	17	2	1	0	20	2	22
Deputy	14	0	0	0	14	2	16
Guardian Ad Litem ~	19	1	0	0	20	1	21
Judge/Referee	20	0	0	1	21	1	22
Petitioner's Attorney	18	1	0	0	19	3	22
Patient ~	1	0	0	0	1	20	21
Observer	40	1	0	0	41	6	47
Physician (Anoka)	22	0	0	0	22	0	22

* Includes two (2) Second Examiners

~ One (1) person did not attend

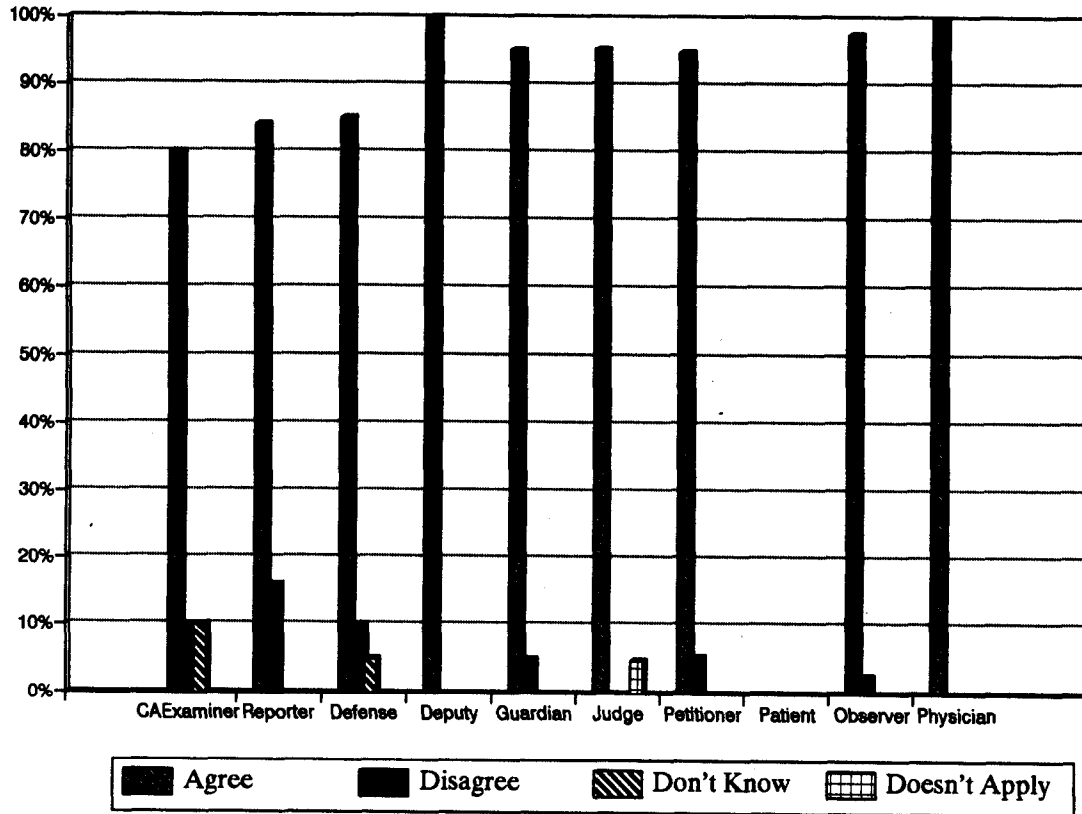
Evaluators	Agree	Disagree	Don't Know	Doesn't Apply
Court Appointed Examiner *	80%	10%	10%	0%
Court Reporter	84%	16%	0%	0%
Defense Attorney	85%	10%	5%	0%
Deputy	100%	0%	0%	0%
Guardian Ad Litem	95%	5%	0%	0%
Judge/Referee	95%	0%	0%	5%
Petitioner's Attorney	95%	5%	0%	0%
Patient	+	+	+	+
Observer	98%	2%	0%	0%
Physician (Anoka)	100%	0%	0%	0%

+ Not statistically significant

JARVIS/PRICE EVALUATION DATA

IIF. [Courtroom] Having the physician testify via interactive telecommunication equipment was a satisfactory way to conduct this hearing.

IIF. [Anoka] Obtaining my testimony via interactive telecommunication equipment was a satisfactory way to conduct this hearing.



COMMENT DATA

JARVIS/PRICE EVALUATION DATA

TABULATION OF EVALUATION FORMS AS TO
 PRESENCE OR ABSENCE OF COMMENTS

EVALUATORS	TOTAL	NOT MAKING COMMENTS	MAKING COMMENTS
Court Appointed Examiner	21	8	13
Court Reporter	21	11	10
Defense Attorney	21	14	7
Deputy	16	11	5
Guardian Ad Litem	21	8	13
Judge/Referee	21	13	8
Patient	1	0	1
Petitioner's Attorney	21	5	16
Physician (Anoka)	22	0	22
Observers	47	14	33
RESPONSES	212	84	128

JARVIS/PRICE EVALUATION DATA

COMMENTS EXPRESSING CONCERN REGARDING: 1) TECHNOLOGY,
2) COURTROOM PROCEDURES, AND 3) OVERALL HEARING PROCESS

EVALUATORS	TOTAL	TECHNOLOGY					COURTROOM PROCEDURES	OVERALL PROCESS
		AUDIO	VIDEO	SIGNAL PATH	FAX MACHINE	SUBTOTAL		
Court Appointed Examiner	11	2	2	0	1	5	4	2
Court Reporter	10	9	0	1	0	10	0	0
Defense Attorney	6	3	0	0	0	3	1	2
Deputy	2	1	0	0	0	1	1	0
Guardian Ad Litem	11	8	1	0	1	10	1	0
Judge/Referee	6	5	0	1	0	6	0	0
Patient	1	1	0	0	0	1	0	0
Petitioner's Attorney	14	10	0	1	0	11	2	1
Physician (Anoka)	12	6	1	1	1	9	1	2
Observers	29	20	0	2	7	29	0	0
RESPONSES	102	65	4	6	10	85	10	7

JARVIS/PRICE EVALUATION DATA

INTERPRETATION OF COMMENTS EXPRESSING CONCERN

EVALUATORS	TOTAL	SATISFACTORY BUT NEEDS IMPROVEMENT	SATISFACTORY AS IS	UNSATISFACTORY AS IS	DON'T KNOW
Court Appointed Examiner	11	5	3	2	1
Court Reporter	10	4	0	5	1
Defense Attorney	6	4	1	1	0
Deputy	2	0	2	0	0
Guardian Ad Litem	11	8	2	1	0
Judge/Referee	6	6	0	0	0
Patient	1	1	0	0	0
Petitioner's Attorney	14	12	2	0	0
Physician (Anoka)	12	12	0	0	0
Observers	29	22	2	2	3
RESPONSES	102	74	12	11	5

JARVIS/PRICE EVALUATION DATA

COMMENTS REGARDING: 1) SUGGESTIONS FOR IMPROVEMENT; AND 2) STATEMENTS OF SUPPORT

COMMENTS BY TYPE	Suggestions for Improvement				Statements of Support		
	TOTAL	TECHNOLOGY	COURTROOM PROCEDURES	OVERALL SYSTEM	TOTAL	TECHNOLOGY	OVERALL SYSTEM
EVALUATORS							
Court Appointed Examiner	1	0	0	1	1	1	0
Court Reporter	0	0	0	0	0	0	0
Defense Attorney	0	0	0	0	0	0	0
Deputy	0	0	0	0	3	0	3
Guardian Ad Litem	3	3	0	0	2	0	2
Judge/Referee	1	0	1	0	1	0	1
Patient	0	0	0	0	0	0	0
Petitioner's Attorney	1	0	0	1	4	0	4
Physician (Anoka)	11	7	2	2	14	3	11
Observers	11	1	5	5	5	4	1
RESPONSES	28	11	8	9	30	8	22

APPENDIX F
Technology Improvement Options

STATE OF MINNESOTA
DEPARTMENT OF HUMAN SERVICES
INTERACTIVE VIDEO
COURTROOM EQUIPMENT OPTIONS

During the testing of interactive video in the courtroom, ideas and thoughts on designing a courtroom with video equipment which would more specifically meet the needs of individuals participating in Jarvis/Price hearings were exchanged. This report is based on these discussions and presents two scenarios that could fill the needs of the courtroom or could be combined to service as a compromise.

Option 1 is designed around the use of a desktop video monitor with camera mounted in the same unit. These units could be built into the courtroom tables so not to obstruct or distract from the courtroom appearance. The audio system would be integrated into the courtroom's audio system and would be a full duplex system. To give the remote doctor additional viewing of courtroom activity, the doctors terminal would display all four courtroom camera inputs, judge, witness, petitioner, and respondent, on a single monitor divided into four quadrants, or the doctor could switch to full screen display of any of the four video sources.

In the drawing detailing this option, two monitors would be positioned in the courtroom for gallery viewing of the doctor. The pan/tilt camera would be under control of the doctor to view the witness or other areas within the courtroom.

Option 2 goal is to maintain the current appearance of a courtroom and position the video equipment into locations along walls and off ceiling. With the majority of use by the courtroom for testimony not requiring the use of video equipment, this option would not be obstructive in any way.

Two large screen projectors would display the doctor in the courtroom, one screen at the front of the courtroom and the other projected at the back of the courtroom. Camera 1 would be the video input for the respondent's table, camera 2 for the judge's video input, camera 3 for the reporter/witness video input, and camera 4 for petitioner's video input.

With either option a video monitor at the hospital for the doctor could be designed as a monitor with camera built into the unit in either a table top model, rollabout unit, or a direct eye contact unit.

Video Teleconferencing Requirements
Human Services

Option 1

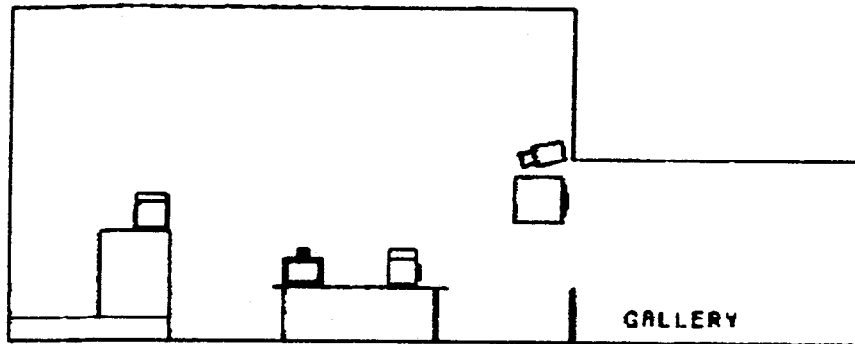
1. Full duplex audio, highest quality. No voice clipping, speech clarity a must.
2. Account for courtroom acoustics, use house system if adequate.
3. Full color, low profile monitors for each of the counsel stations, judge, and court reporter
4. Privacy audio switch on each unit, not to be confused with power switch. Off-the-record muting.
5. Easy to use/setup.
6. System to provide for possible document camera input, both ends.
7. System to provide for possible video/audio output options.
8. Four video sources from courtroom to hospital:
 - a. Judges video input camera
 - b. state's counsel input camera
 - c. defendant/counsel input camera
 - d. witness stand/court reporters input camera
9. Split quad screen at hospital of courtroom. Doctors option to view full screen of each of the four video inputs or view all four with a quad screen. With full screen viewing, video source to automatically switch based on person speaking in courtroom. Video to follow audio. Controls to pan courtroom with witness/court reporters camera.
10. Large screen(s)/monitor in courtroom for audience viewing.
11. Video input from hospital to be designed to have direct eye contact with camera. Teleprompter type technology.

**Video Teleconferencing Requirements
Human Services**

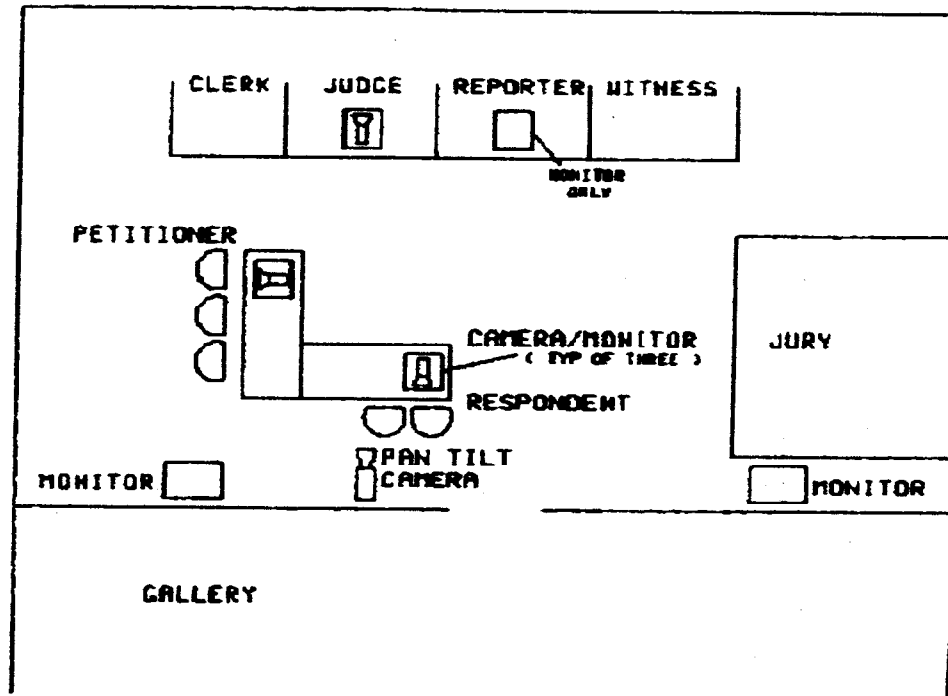
Option 2

1. Maintain features in option 1 from items 1, 2, 4, 5, 7, 8, and 9.
2. Only Judge and court reporter to have low profile monitors for viewing testimony from hospital.
3. Project hospital video source into courtroom on one or two strategically located large screens for view by the courtroom guests and counsel. The presentation video may incorporate an insert of the video picture being sent to the hospital. Picture in a picture (PIP).
4. Permanently mount cameras in courtroom to pickup each of the four talking stations. Those being the two counsel, judge, and witness/court reporter. Presets and controls given to the doctor for zoom, focus, etc.
5. Video to be voice switched of the four stations in the courtroom. Video to follow audio.
6. Video input from hospital to be designed to have direct eye contact with camera. Teleprompter type technology.

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PHILADELPHIA



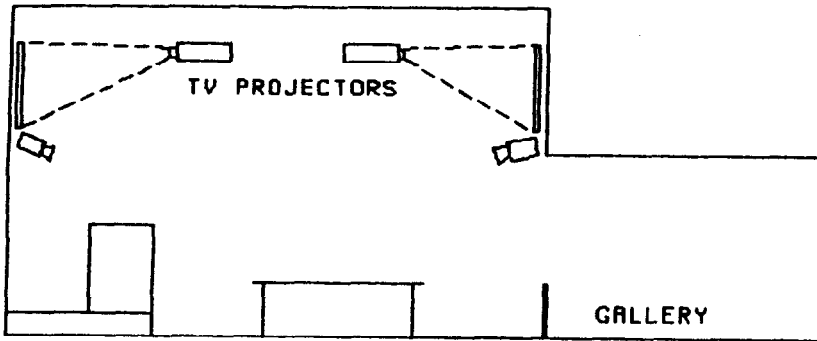
SIDE VIEW



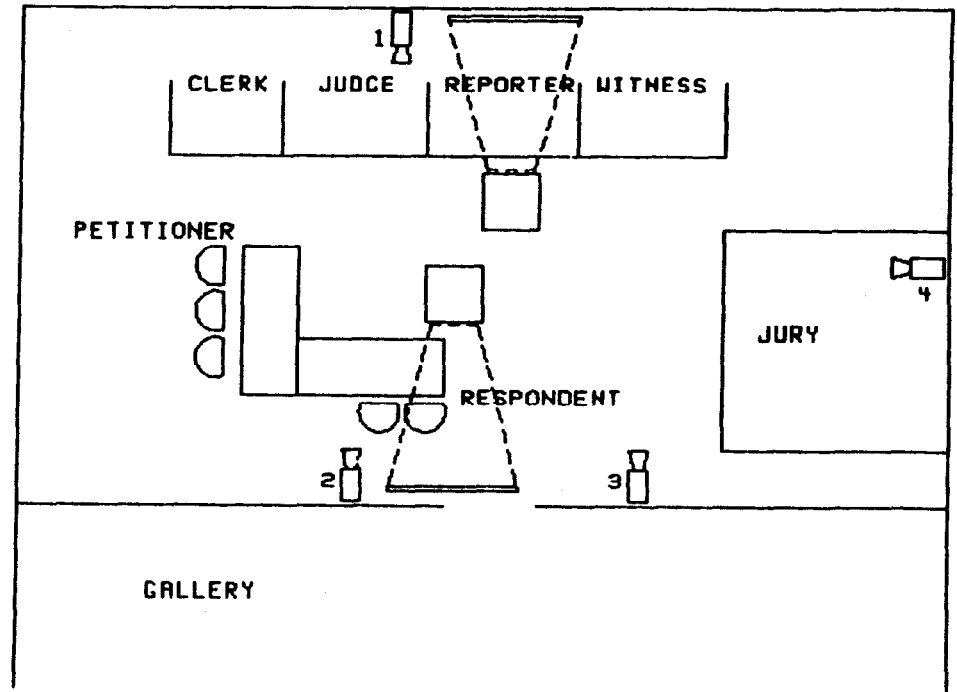
PLAN VIEW

FOR GENERAL CONCEPT ONLY
NO SCALE

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SIDE VIEW



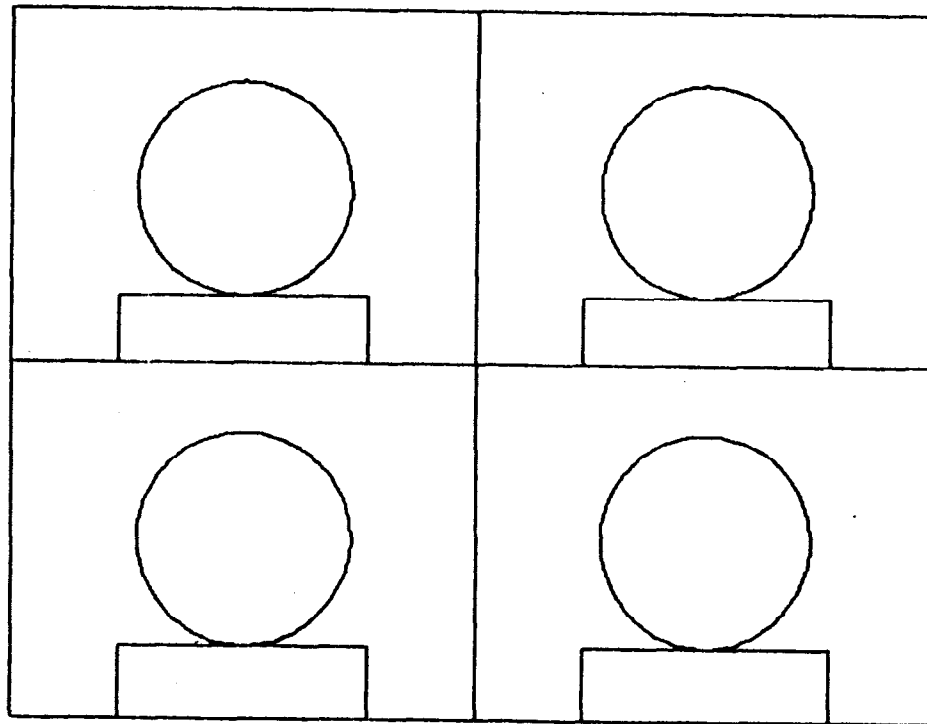
PLAN VIEW

NOTE:
SELF CONTAINED TV PROJECTORS MAY ALSO BE USED

FOR GENERAL CONCEPT ONLY
NO SCALE

JUDGE

DEFENDANT



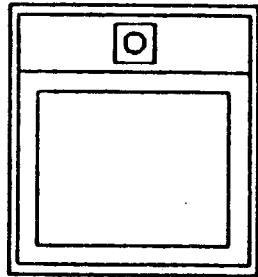
PROSECUTION

DEFENSE

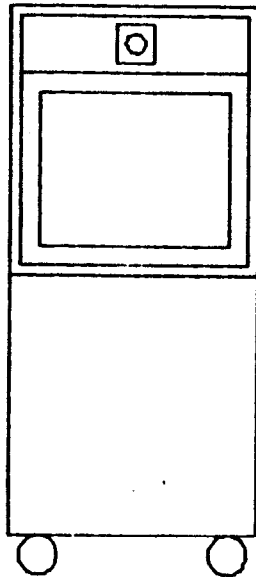
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QUAD-SPLIT CONCEPT

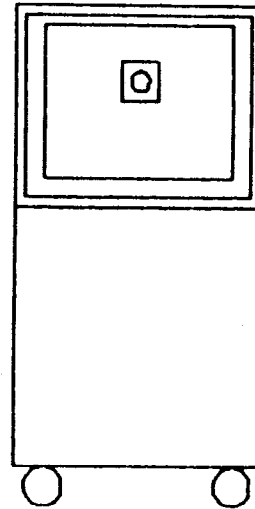
APPENDIX G
Cost-Benefit Analysis for
Anoka-Metro Regional Treatment Center
Physicians



DESKTOP
UNIT



ROLLABOUT
UNIT



DIRECT EYE
CONTACT UNIT
(CAMERA BEHIND
SEMI-MIRROR)

CAMERA / MONITOR
CONFIGURATION EXAMPLES

PEIRCE PHELPS INC

Minnesota Department of Human Services

COST-BENEFIT ANALYSIS FOR
ANOKA-METRO REGIONAL TREATMENT CENTER PHYSICIANS

In Hennepin County in 1989, there were approximately 173 Jarvis and Price petitions. In the first six months of 1990 there were 91 Jarvis and Price petitions. If this trend continues, there will be approximately 182 Jarvis and Price petitions filed in Hennepin County in 1990.

A majority of the committed patients from Hennepin County are admitted to the Anoka-Metro Regional Treatment Center (AMRTC). However, some Hennepin County patients are diverted to other regional treatment centers when AMRTC is full. When a Hennepin County patient is diverted, the travel distance to the courtroom from the facility is increased -- such as to Willmar, Brainerd, St. Peter, etc.

The average physician salary in the regional treatment centers is approximately \$75.00 per hour, including benefits. If all Hennepin County Jarvis cases were patients who had been admitted to AMRTC, there would be an estimated salary savings of \$20,475.00 per year in travel time saved by two-way television (182 cases x 1.5 hours travel time x \$75.00/hour).

There is also an "opportunity cost" which involves the cost of covering the physician's caseload while he/she is unavailable (and unproductive), i.e. in travel status. Lost opportunity cost doubles the cost savings to \$40,950.00.

Due to the current practice of diverting committed patients to other regional treatment centers when the Anoka-Metro Regional Treatment Center is full, there were actually only 126 Jarvis hearings for Hennepin County patients from AMRTC in fiscal year 1990. For these Jarvis cases there would be a salary savings of \$14,175.00 per year in travel time saved by using two-way television. Doubling for lost opportunity cost increases the savings to \$28,350.00.

There were approximately 55 Jarvis hearings in Hennepin County for patients that had been diverted to Willmar Regional Treatment Center in the past year. If two-way television were available between the Willmar Regional Treatment Center and the Hennepin County courtroom, there would be an estimated salary savings of \$20,625.00 per year in travel time saved (55 cases x 5 hours travel time x \$75.00/hour). Doubling for lost opportunity cost increases the savings to \$41,250.00.

There were also approximately 35 Jarvis hearings for Hennepin County patients who were at St. Peter Regional Treatment Center, which includes Minnesota Security Hospital, in the past year. These patients were those that were placed at the Minnesota Security Hospital, (not by diversion) or at St. Peter Regional Treatment Center.

If two-way television were available between the St. Peter Regional Treatment Center and the Hennepin County courtroom, there would be an estimated salary savings of \$10,500.00 per year in travel time saved (35 cases x 4 hours travel time x \$75.00/hour). Doubling for lost opportunity cost increases the savings to \$21,000.00.

The total salary savings for Jarvis cases considering the current practice of diverting committed patients to other regional treatment centers when Anoka-Metro Regional Treatment Center is full, (i.e. for Hennepin County cases at Willmar, St. Peter and Anoka-Metro Regional Treatment Centers) would be \$90,600.00 if the technology were available at Willmar, St. Peter, and Anoka.

It should be noted that a significant number of Hennepin County patients has recently been diverted to the Brainerd Regional Treatment Center. The travel time to Brainerd would be estimated at 6 hours, which would further increase the salary savings for travel time saved. The potential salary and travel expense savings would increase if the equipment were available at other regional treatment centers.

The information provided above does not include actual travel costs which include parking and mileage expenses. Parking in downtown Minneapolis costs approximately \$6.00 for a half day. Mileage is reimbursed to employees at 27 cents per mile. (State cars are available with depreciation as well as gasoline costs.) If all Hennepin County clients were admitted to AMRTC, the estimated cost for travel would be \$3,549.00 ($\$.27 \times 50$ miles plus \$6.00 parking - $\$.19.50 \times 182$ cases).

Because there are Hennepin County clients at regional treatment centers that are much further from Minneapolis than Anoka, the true travel costs would be higher if the costs were calculated based on placement in other regional treatment centers. Also, the potential salary and travel expense savings would be greater if the equipment were available in courtrooms in other counties. For example, Ramsey county had approximately 86 Jarvis cases during the past year. There were approximately 30 recommitments and 20 appeals during the past year.