

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

MARK CHAMBERS, WOODROW)	
FALLS, JR., M.H., PHILLIP K.)	SETTLEMENT
GERALD SCOTT, MARY T. and THE)	AGREEMENT
INDEPENDENT LIVING RESOURCE)	
CENTER OF SAN FRANCISCO, et al.)	(CLASS ACTION)
)	
Plaintiffs,)	
)	
vs.)	
)	
CITY AND COUNTY OF SAN)	
FRANCISCO,)	
)	
Defendant.)	

I. INTRODUCTION

On October 11, 2006, Plaintiffs brought claims against City and County of San Francisco (hereafter, "San Francisco") alleging violations of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12101-12213; the Rehabilitation Act of 1973, 29 U.S.C. § 504; and California Government Code Sections 11135 and 11139. The individual named Plaintiffs Mark Chambers, Woodrow Falls Jr., M.H., Phillip K., Gerald Scott, and Mary T.; the plaintiff class members; the organizational Plaintiff Independent Living Resource Center San Francisco; and City and County of San Francisco now enter into this Settlement Agreement ("Agreement") with the intent to work collaboratively to implement this Agreement and to enhance access to home and community based living and service options for Plaintiffs and class members.

II. RECITALS

- A. The Parties enter into this Agreement in mutual recognition and support of class members' goals to live in the most integrated settings appropriate to their needs and preferences with appropriate services and supports.

- B. The Parties intend, through this Settlement Agreement, that class members who are appropriate for and do not oppose community placement be provided with appropriate community-based housing and supports in a timely manner.
- C. San Francisco plans to rebuild Laguna Honda as a 780 bed skilled nursing facility. Plaintiffs do not agree that a facility of this size is needed or preferred by class members.
- D. The Parties believe that resolving this matter through negotiation rather than adversarial litigation is in the best interests of the Plaintiff class. Their agreement to settle the case is the outcome of negotiations and bargaining and is not an admission of liability by San Francisco.
- E. This Settlement Agreement is made and entered into in consideration of the mutual promises herein contained by the Parties. It shall only become effective and binding upon the Parties at such time as, after a fairness hearing, it is approved by the Court pursuant to Rule 23(e), Federal Rules of Civil Procedure.
- F. This Settlement Agreement is not intended to interfere with medical treatment decisions of class members' treating physicians.
- G. Consistent with *Olmstead v. L.C.*, 527 U.S. 581, 602 (1999), San Francisco "generally may rely on the reasonable assessments of its own professionals in determining whether an individual 'meets the essential eligibility requirements' for habilitation in a community-based program" as set forth in this Agreement.
- H. Nor will this Settlement Agreement be interpreted as preventing San Francisco from performing duties otherwise required under local, state and federal law.
- I. The Parties agree that for purposes of this Agreement, the terms "will" and "shall" shall be interpreted to mean "shall."

III. DEFINITIONS

The following definitions apply to this Settlement Agreement.

- A. “Answer” refers to Defendant City and County of San Francisco’s Answer to Plaintiffs’ Complaint filed on December 22, 2006 in *Chambers, et al. v. City and County of San Francisco*, Case No. C06-06346 WHA, in the United States District Court for the Northern District of California.
- B. “Assisted Living” means a package of services to assist individuals with their activities of daily living, which may include attendant care, meals assistance, transportation, home nursing, case management, 24-hour supervision, laundry, housekeeping, and medication management as needed. Individuals can receive assisted living services, for example, while living in their own apartments or houses; a subsidized housing complex with on-site supports; a licensed community care facility (Residential Care Facility for the Elderly (RCFE) or Adult Residential Facility (ARF)); or a Continuing Care Retirement Community. Assisted living can include housing with supports, such as independent housing with adult day health care on site.
- C. “Class Members” means: All adult Medi-Cal beneficiaries who are: (1) residents of LHH; or (2) on waiting lists for LHH; or (3) within two years post-discharge from LHH; or (4) patients at San Francisco General Hospital or other hospitals owned or controlled by the City and County of San Francisco, who are eligible for discharge to LHH.
- D. “Community Behavioral Health Services, (Formerly Community Mental Health Services)” and “CBHS” refer to the program under the San Francisco Department of Public Health which provides services to San Francisco residents under the Medi-Cal Specialty Mental Health Waiver Services (SMHS),¹ Bronzan-McCorquodale Act,² Adult and Older Adult Mental Health System of Care Act,³ and the Mental Health Services Act⁴.

¹ CAL. WELF. & INST. CODE §§ 14680 *et seq.*; CAL. CODE REGS. tit. 9, §§ 1810 *et seq.*

² CAL. WELF. & INST. CODE §§ 5600 *et seq.*

³ CAL. WELF. & INST. CODE § 5802(d)(4).

⁴ The MHSA is codified in a variety of sections of the Welfare and Institutions Code as well as the Revenue and Tax Code. For a list of exact citations, *see*

http://www.dmh.cahwnet.gov/MHSA/docs/meeting/12-17-2004/Mental_Health_Services_Act_Full_text.pdf

1. Services include but are not limited to: Assertive Community Treatment or “ACT”, crisis intervention, counseling, case management, intensive case management, specialty mental health services, individual rehabilitation, Supportive Housing, residential treatment, residential care, medication management and a full range of substance abuse services.
 2. “Specialty Mental Health Services (SMHS)” means: (a) Rehabilitative Mental Health Services, including, in relevant part: mental health services, medication support services, day treatment intensive, day rehabilitation, crisis intervention, crisis stabilizations, adult residential treatment services, crisis residential treatment services, psychiatric health facility services; (b) psychiatric inpatient hospital services; (c) targeted case management; (d) psychiatrist services; and (e) psychologist services.⁵
 3. “Assertive Community Treatment” or “ACT” is a type of case management which means a team-based approach to delivering comprehensive and flexible treatment, support, and effective services to individuals who are diagnosed with severe mental illness and who have needs that have not been well met by traditional approaches to delivering services.⁶
 4. “Individual Rehabilitation” refers to therapies and interventions that are designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or intensive day treatment.⁷
- E. “Community Living Fund” refers to a fund established under the San Francisco Administrative Code § 10.100-12 and designed to assist class members and other individuals with disabilities who are leaving institutional settings or are at risk of institutionalization, by providing a

⁵CAL. CODE REGS. tit. 9, § 1810.247.

⁶<http://mentalhealth.samhsa.gov/cmhs/communitysupport/toolkits/community/ACTinfoPMHA.asp>

⁷ CAL. CODE REGS. tit. 9 §§ 1810.227; 1810.243.

variety of services including community-based case management and money management services and purchase of service programs.

- F. “Complaint” refers to Plaintiffs’ First Amended Complaint for Declaratory and Injunctive Relief filed on October 12, 2006 in *Chambers, et al. v. City and County of San Francisco*, Case No. C06-06346 WHA, in the United States District Court for the Northern District of California.
- G. “Department of Public Health” or “DPH” refers to San Francisco's health department authorized by the San Francisco Charter section 4.110 to provide health services, including long-term care services, in the City and County of San Francisco.
- H. “Department of Aging and Adult Services” or “DAAS” refers to San Francisco’s department, including the Commission on Aging, as set forth in sections 5.50 through 5.53 of the Administrative Code.
- I. “Diversion and Community Integration Program” or “DCIP” refers to the program that San Francisco’s Departments of Public Health and Aging and Adult Services shall collaboratively develop to provide an integrated approach for individuals who require long-term care, including those individuals referred for admission to, and diversion and discharge from, LHH, with the goal of placing those individuals in the most integrated setting that is appropriate to class members’ needs and preferences, pursuant to this Settlement Agreement.
- J. “Home and Community Based Waiver Services” or “HCBS Waivers” means any one and/or all of California’s Medi-Cal Home and Community Based Services waivers pursuant to Section 1915(c) of the Social Security Act, codified at 42 U.S.C. § 1396n.
- K. “Independent housing” refers to scattered site housing in apartments or homes which is not licensed by the State. Such housing can be subsidized by San Francisco or other governmental entities (such as through the U.S. Department of Housing and Urban Development) and/or paid for in whole or in part by the tenant.
- L. “Leno Waiver” refers to Assembly Bill 2968, Calif. Welf. & Inst. Code § 14132.24, sponsored by Assemblyman Mark Leno and developed with the goal of expanding community-based options in San Francisco for

people with disabilities who would otherwise require or be at high risk of requiring more costly institutional care so that they can remain in the least restrictive and most homelike environment while receiving health-related services.

- M. “LHH” means Laguna Honda Hospital and Rehabilitation Center in San Francisco, California.
- N. “LHH Rent Subsidy Program” or “LHHRSP” refers to Defendant’s program designed to locate and subsidize a network of existing scattered site housing units to facilitate class members’ timely discharge and/or diversion from LHH.
- O. “Medi-Cal” refers to the term used by the State of California to describe the State’s Medicaid program, set forth at California Welfare & Institutions Code Section 14000 *et seq.*
- P. “Most integrated setting” means the most integrated setting appropriate to the individual class member’s needs in accordance with the Americans with Disabilities Act, 42 U.S.C section 12131 *et seq.* and 28 C.F.R. section 35.130(d).
- Q. “Nursing Facility/Acute Hospital Waiver” or “NF/AH Waiver” refers to one of the State Medi-Cal Home and Community-Based waiver programs, which combines three Medi-Cal HCBS waivers, the Nursing Facility A/B, Subacute, and In-Home Medical Care Waivers, and which provides class members with the option to choose from a variety of in-home long-term care services, rather than receive these services in an institution. Cal. Welf. & Inst. Code §§14137; 14132.99(a-f).
- R. “Program of All-inclusive Care” or “PACE” is a federal and state funded program to provide nursing home-eligible individuals, aged 55 and above, with a complete program of community-based health and health-related services including preventative, primary and acute medical services and long-term care. PACE provides all medical care (including 24-hours-a-day as appropriate), a PACE Day Health Center, home care services and transportation. Cal. Welf. & Inst. Code §§ 14590-14598.
- S. “PASRR Level II Evaluation” means the evaluation completed for class members identified on the PAS/PASRR Level I Screen as having a suspected mental health or developmental disability, pursuant to Pre-

Admission Screening and Resident Review requirements in 42 U.S.C. Section 1396r and 42 C.F.R. Section 483.100 *et seq.*

- T. “Plaintiffs” or “Plaintiff class” means organizational plaintiff, the Independent Living Resource Center San Francisco (ILRCSF); Mark Chambers; Woodrow Falls Jr.; M. H.; Phillip K.; Gerald Scott; Mary T.; and the class of plaintiffs that the United States District Court for the Northern District of California certified in this case on July 12, 2007.
- U. “Person-centered” means focused on the person’s expressed goals, desires, cultural and language preferences, abilities and strengths, as well as health/wellness/behavioral issues and skill development/training needs relevant to community living.
- V. “RTZ” or “RTZ Associates” refers to the independent contractor or its successors in interest, retained by Defendant to manage various City databases, including the TCM Program’s data. RTZ is located at 150 Grand Avenue, Suite 201 Oakland, California, 94612 and at <http://www.rtzassociates.com>.
- W. “San Francisco,” “City” or “Defendant,” means the City and County of San Francisco, and all of its departments, agencies, officers, directors, managing agents, attorneys, employees, and persons acting in concert with it.
- X. “SFGH” means San Francisco General Hospital in San Francisco, California.
- Y. “Supportive Housing” refers to subsidized housing with support services including the “Direct Access to Housing Program.”
- Z. “Short term” means individuals admitted to LHH for (90) ninety days or less.
- AA. “Transition services” means services to assist a class member in the transition from an institutional to a community based setting, including counseling, habilitation, skill development or training, peer mentoring, site visits, move-in costs or other services as appropriate.
- BB. The terms “Targeted Case Management” or “TCM” and “case management” refer to a variety of federal, state, and county-funded

programs that provide assistance to class members to access needed medical, social, financial, and other services, including but not limited to: housing and transportation; needs assessment; setting needs objectives; individual services planning; service scheduling; crisis assistance planning; and periodic evaluation of service effectiveness.

THEREFORE, the Parties stipulate as follows:

IV. PROVISIONS FOR NAMED PLAINTIFFS

- A. For each named plaintiff who has been discharged from LHH, the Parties shall convene a meeting by December 1, 2007, in order to determine if community services and supports are adequate or if additional planning and/or services are needed, and shall develop and implement a plan to secure those services within an agreed-upon timeline.
- B. For each named plaintiff who resides at LHH, the Parties shall convene a meeting by January 1, 2008, in order to determine the appropriate and desirable community housing and supports needed by the plaintiff and shall develop and implement a plan to secure those services within an agreed-upon timeline.
- C. San Francisco shall, as desired by the Plaintiff and appropriate, make available a rental subsidy for independent housing, including DPH's Direct Access to Housing units where appropriate, for named Plaintiffs who are eligible for and prefer to receive services from the Nursing Facility Waiver or other funding source as set forth in section VIII.B.4, at any time after the Parties' execution of this Agreement.

V. ACCESS TO NURSING FACILITY WAIVER

The purpose of this section is to maximize opportunities for class members to access home and community-based services through the Nursing Facility/Acute Hospital Waiver, which offers class members enhanced home-based service options as an alternative to placement at Laguna Honda. To that end, San Francisco shall:

- A. By December 1, 2007 appoint a staff person from DAAS on a temporary basis and then will appoint a permanent person to serve on the DCIP as a HCBS Waiver point person who will: coordinate NF/AH Waiver and other services including housing, meals, and transportation; provide support to potential and qualified providers in the application and

approval process with the State; and act as a liaison between Waiver providers and the State;

- B. On an ongoing basis, recruit and support community-based non-profit agencies to develop sufficient capacity and competence to serve class members. Such efforts shall include:
 - 1. Targeted outreach and recruiting of community-based non-profit agencies with disability, language and cultural competence to serve the specific needs of class members and will include, but not be limited to: mental health providers; AIDS providers; Chinese and other Asian community providers; and
 - 2. Holding periodic information sessions for potential Waiver providers.
- C. Continue to refer potentially eligible class members for the NF/AH Waiver at the time of screening by TCM, the DCIP, or the DAAS Long-Term Care Screening and Intake Unit for an eligibility determination and placement on the referral list;
- D. Coordinate with the State Department of Health Care Services, In-Home Operations Division so that referred class members are placed on the NF/AH Waiver referral list, notwithstanding any agreement that allows San Francisco to prioritize actual delivery of NF/AH Waiver services;
- E. Through its designee, 1) arrange for the timely Waiver evaluation of the class member by the State; 2) attend the in-person evaluation by the State; and 3) make timely referrals to prospective Waiver service providers; and
- F. Collaborate with Class Counsel, who will assist with: recommending providers; development of materials; individual and technical assistance; and legislative advocacy.

VI. DIVERSION AND COMMUNITY INTEGRATION PROGRAM (DCIP)

- A. By July 31, 2008, San Francisco, through the Departments of Public Health and Aging and Adult Services, shall make fully operational, as set forth below, a Diversion and Community Integration Program (DCIP). One purpose of the DCIP is to provide an integrated approach for

individuals referred for admission to, and diversion and discharge from, LHH, with the goal of placing those individuals in the most integrated setting that is appropriate to their needs and preferences.

B. By March 1, 2008, San Francisco shall develop and implement a written outreach plan so that LHH referral sources understand the changes to the LHH referral processes. Such plan will indicate that all referrals to LHH shall be made through the DCIP (except as set forth below) and explain the process and timelines for referral to the DCIP. The outreach plan shall also provide that San Francisco will coordinate all discharges (subject to the exceptions below) through the DCIP.

C. Eligibility/Referral Process:

1. All referrals for admission to LHH shall be processed through the DCIP except in the following circumstances:
 - a. Class members who are admitted to short-term rehabilitation units at LHH may be admitted without being processed through the DCIP. However, at the point at which the class member's stay at LHH is anticipated to exceed (90) ninety days, or if the stay exceeds (90) ninety days, or if the class member is transferred from the rehabilitation unit to another LHH unit, then the individual shall be referred to the DCIP within (3) three business days of the change in status.
 - b. Class members who are patients at SFGH who are referred for admission to LHH for a short-term stay for medical treatment and/or to allow for the development and implementation of a Community Living Plan by the DCIP may be admitted without being processed through the DCIP, but shall be referred to the DCIP prior to, or within 3 business days of, admission to, LHH.
2. Class members will be referred to the DCIP prior to admission to LHH who:
 - a. are at San Francisco General Hospital or community hospitals or nursing facilities who are referred for admission to LHH;

- b. are living in the community and have requested or are referred for admission to LHH, including referrals from Adult Protective Services or the Public Guardian's office.
3. Class members who are residing at LHH will be referred to the DCIP within (3) three business days who:
 - a. Are assessed by the TCM Program as having a preference for community placement;
 - b. Are determined by the TCM Program to be reasonably likely to be discharged to the community within 180 days;
 - c. Are current residents who have lived at LHH for more than six months and express a preference for discharge within 180 days; and/or
 - d. need the services of the DCIP in order to be discharged to the community within 180 days.
4. Class members who are patients at SFGH and who are diverted from admission to LHH through placement in a community-based transitional or short-term placement (*e.g.*, in- or out-of-county licensed residential care facility, psychiatric or skilled nursing facility) shall be referred to the DCIP prior to or within (3) three days of diversion. Diversions to out-of-county placements shall not be made without the consent of the class member.
5. Class members who face imminent placement or readmission to LHH shall be referred to the DCIP on an expedited basis in order to avoid admission or readmission if feasible and/or in the best interests of the class member.
6. Class members and their family, friends and advocates may self-refer to the DCIP.
7. The DCIP shall maintain a waitlist for assessment and plan development if necessary, and, if waitlisted for more than two weeks, class members shall be informed by phone or in person after each DCIP meeting of their status on the waitlist.

D. DCIP Unit:

1. The DCIP shall include adequate and appropriate staff to provide timely assessments and Community Living Plan development and shall have sufficient expertise and resources to address the particular needs of class members in a timely way. The Unit may include City staff as follows:
 - a. DPH: TCM staff from SFGH and LHH; community case managers; and LHH Social Services;
 - b. DAAS: IHSS Discharge Liaison; Long-Term Care Intake and Screening Unit staff; Quality Assurance Manager; Long-Term Care Operations Director; Community Integration Coordinator; HCBS Waiver point person;
 - c. DPH Housing and Urban Health: Staff overseeing LHH Rental Subsidy Program;
 - d. Other San Francisco staff or community providers or consultants as needed to provide expertise on provision of community housing and services.
2. The Community Integration Coordinator will:
 - a. Be the final decision-maker for the DCIP team, unless the Coordinator delegates this function to another team member on a particular referral;
 - b. Function as a liaison between the DCIP, LHH, and community agencies and service providers;
 - c. Identify training needs for DCIP members, LHH staff, community agencies, and class members; and
 - d. Work to eliminate systemic barriers to discharge or diversion, such as streamlining links between institutional services and community-based alternatives and ensuring timely delivery of community based services and housing.

3. The DCIP Unit will meet as necessary, *e.g.*, weekly or more frequently if necessary, to: discuss each referral; review medical and psychosocial assessments; ensure that expressed preferences of class members, as identified in assessments and the Laguna Honda Hospital Resident Living Preference Survey, are prioritized in the planning process; and formulate a comprehensive Community Living Plan for each class member, as set forth in section VI.E. below.

E. Development of Community Living Plan:

1. Within (14) fourteen days of referral to the DCIP, the DCIP team shall develop a Community Living Plan for each class member referred to the program, so that all necessary services are identified to facilitate a successful discharge or diversion from LHH. The plan will be developed based on the class member's expressed preferences and assessed needs.
2. The Plan will include provision of and timelines for securing the range of services needed by the class member, such as: case management, including intensive case management; attendant care; health care management, including primary care and nursing care as appropriate; HCBS waiver services; Adult Day Health Care (ADHC); transportation; mental health and substance abuse treatment; assertive community treatment; personal emergency response services; assistance with meals; money management; and housing.
3. The Plan will indicate who is responsible for securing or arranging for each identified service need and shall clearly identify the lead case manager for each class member.
4. The Plan shall indicate the class member's stated preferred living arrangement and, if that is not the living arrangement to be pursued, the reasons why and whether any action will be taken to secure the preferred living arrangement in the future.
5. Each class member will have a reasonable amount of time to review his or her Community Living Plan. Each class member will have the opportunity to sign his or her Community Living Plan and

to indicate agreement or disagreement with all or part of the Plan. Any disagreements shall be noted on the Plan.

- F. Peer Support: San Francisco shall develop the capacity, as part of community living planning, to provide peer support to class members.

VII. PROVISION OF/REFERRAL FOR CASE MANAGEMENT AND WRAP-AROUND SERVICES:

- A. San Francisco shall: 1) implement class members' Community Living Plans in a timely manner; 2) adequately staff the DCIP to accomplish this; 3) establish sufficient capacity in the Community Living Fund pursuant to section 10.100-12 of the S.F. Administrative Code to provide case management and purchase identified services to meet class members' needs, including their language and medical needs; and 4) allocate sufficient resources to accomplish these tasks.
- B. Case Management: San Francisco shall be responsible for providing and/or referring to case management entities as follows:
1. All class members shall first be considered for and referred to NF/AH and/or other HCBS waivers, as appropriate;
 2. Class members who are not eligible or appropriate for Waiver case management shall be provided with other case management as appropriate, including CBHS case management.
 3. Community Living Fund: Class members who are not eligible for the case management described above shall be referred, as appropriate, to the Community Living Fund for case management and purchase of services.
 4. Community-based case management for institutionalized class members: If the class member is already connected to a community-based case manager, San Francisco shall use best efforts to maintain such connection, unless the class member's needs have changed to warrant a change in case management.
 5. Class members diverted from LHH Placement: Class members from SFGH who are diverted into placement in a community-based transitional or short-term placement (*e.g.*, in- or out-of-

county licensed residential care facility, psychiatric or skilled nursing facility) shall receive case management as identified through the DCIP planning process. At the time of diversion, the case manager shall develop a transition plan that documents the expected length of stay at the transitional placement, steps that need to be taken to secure a preferred, permanent alternative, and the case manager shall promptly refer the individual to the DCIP Unit, as set forth VI.C.4.

6. Upon discharge to the community, class members identified as needing intensive case management shall be visited, in person, at least once per week for the first month, bi-weekly for the remainder of the first quarter, and at least monthly thereafter, unless the individual needs of the class member require case management of a different frequency. Exceptions providing for fewer client visits shall only be made with a supervisor's approval and shall be noted in the client's file.

C. Wrap-Around Services: Class members shall be referred for or provided with appropriate wrap-around services as identified in their Community Living Plan. Such services shall be offered through a HCBS Waiver, the Community Living Fund, and/or other sources, and shall be intended to complement and support community-based independent housing.

D. Discharge Meeting: Not less than two weeks prior to any discharge, the lead case manager shall convene a transition meeting which shall include the class member and community providers who will be providing services to the class member upon discharge, as appropriate, to confirm that needed services will be in place at the time of discharge. The class member's family and/or circle of support will be invited to this transition meeting, as well as an advocate if requested.

VIII. HOUSING

The intent of this section is to preserve, provide, and monitor community-based housing for all class members for whom such housing is appropriate and preferred, in a timely manner. It is the intent of this Agreement that housing provided to class members be accessible, affordable and of good quality, and shall complement the services and supports to class members pursuant to this Agreement and government entitlements.

A. Preservation of Housing

By December 1, 2007, San Francisco shall establish and implement a policy to preserve housing for class members who are temporarily hospitalized or placed for a short-term stay at LHH. This written policy shall include:

1. Steps to secure Temporary Institutionalization Benefits (TI) for potentially eligible class members , including:
 - a. Upon admission to LHH (or SFGH if appropriate), if it is determined that the expected stay of an individual is (90) ninety days or less, a facility physician shall certify this fact to the Social Security Administration (SSA);
 - b. In determining what is necessary to maintain a home or living arrangement, all types of housing should be considered, including SRO rooms;
 - c. If an individual is homeless but has a storage space for his/her belongings, TI benefits shall be applied to cover the costs of that storage;
 - d. If TI benefits are refused and the individual has no other means of covering the expense, San Francisco shall bear the cost of maintaining such storage space.
2. Providing assistance to eligible individuals in applying for SSI benefits if they are not already receiving such benefits.
3. Other Costs and Support: San Francisco will take reasonable steps to preserve existing housing for class members whose anticipated stay at LHH is 120 days or less. San Francisco will consider providing assistance for a longer period, up to 180 days, if appropriate. These steps may include, as necessary and appropriate: rent and utilities payments, communicating with landlords, securing and maintaining sanitation of home, and making arrangements for mail and other services/necessities, as well as pets when reasonably feasible.

B. Laguna Honda Hospital Rent Subsidy Program

By December 1, 2007, San Francisco shall make operational the “Laguna Honda Hospital Rent Subsidy Program” hereafter the “LHHRSP.”

1. Purpose: The purpose of the LHHRSP is to augment housing options for class members by securing a network of scattered site independent housing units, including apartments, to facilitate timely discharge from LHH and, as feasible, diversion of class members at risk of LHH placement.
2. Project Implementation and Operation: The LHHRSP will be designed and implemented as a collaborative effort between the Department of Public Health and the Department of Aging and Adult Services. Both departments will solicit and welcome input regarding the program from key stakeholders.
3. Program Description: Under the LHHRSP, San Francisco will subsidize housing to ensure that class members pay no more than 50% of their income toward rent. San Francisco shall consider providing larger subsidies if necessary to secure or retain housing for class members. Housing units available will include a range of options in terms of location, accessibility, and number of bedrooms to ensure that they meet the needs of class members.
4. Eligibility: Priority for LHHRSP housing will be given to class members who prefer to live in independent housing and are eligible for the Nursing Facility and/or other Home and Community-Based Waivers, PACE program services, and CBHS services, including but not limited to specialty mental health services and ACT. Class members’ preferences for housing options will be determined by the LHH Resident Living Preferences Survey or other means.
5. Program Contractor/Unit Identification: By July 6, 2008, San Francisco will contract with an entity whose charge will be to systematically search the real estate market for units appropriate for the LHHRSP. This entity shall be charged with exploring all feasible options, including the private for-profit and the private not-for-profit market. Housing units being sought will range from studios to 2-bedrooms but there will be flexibility for other types

of housing configurations that might be needed, such as larger units and houses to allow for shared living arrangements. Housing searches in safe neighborhoods with easy access to public transportation, community amenities, and culturally specific activities for class members will be prioritized.

6. Prior to finalizing its Request for Proposals for Program Contractors, San Francisco will provide Plaintiffs' counsel with a draft copy of the RFP. Plaintiffs' counsel will have up to (14) fourteen days to comment and make recommendations as to the RFP and San Francisco will consider these recommendations.
7. Unit Inspections: The Program Contractor will be responsible for inspection of the units prior to leasing, and for ongoing quality monitoring of units in the LHHRSP.
8. Modifications of Units: If units can be reasonably modified to better accommodate the accessibility needs of class members, San Francisco will provide for such modifications in a timely manner. Examples of these modifications include the installation of grab bars, various safety alarms and strobes, wheelchair ramps, and modification to kitchens and bathrooms where feasible.
9. Allocation of Accessible Units: By June 30, 2008, San Francisco, through the LHHRSP program, will develop and implement a policy to provide and retain wheelchair accessible housing units for class members who need such units.
10. Landlord/Tenant Services: San Francisco, through the LHHRSP program, shall provide assistance as needed to facilitate the resolution of any landlord-tenant issues.
11. Duration of Housing: LHHRSP recipients can remain in their housing as long as their clinical and financial circumstances allow them to meet their responsibilities as a tenant. San Francisco will ensure that housing is not lost during hospitalization for up to 180 days. There will be no program attendance requirements. LHHRSP recipients are tenants and will have the same rights and responsibilities as any other tenants in San Francisco.

12. Coordination of Services and Transition: San Francisco shall arrange for class members who receive housing through the LHRSP to receive the services and supports identified in their Community Living Plans. Necessary services and supports shall be determined and provided in accordance with this Agreement.

13. Number of Units/Timeline for implementation: San Francisco, through the LHRSP, shall identify and secure housing for approximately 500 class members within the next five years at a rate of approximately 100 per year. San Francisco may petition the Court for modification of these numbers for good cause shown, taking into consideration the continued availability of the Nursing Facility Waiver or other funding sources as described in section VIII.B.4 of this Agreement. For FY 07-08, that number will be less given the time it will take for further program development and implementation. Estimated time for bringing the first 100 units of housing into the program is as follows:

Activity	Time to Complete
First 25 Units Identified and Secured	September 6, 2008
Second 25 Units Identified and Secured	November 6, 2008
Third 25 Units Identified and Secured	January 6, 2009
Fourth 25 Units Identified and Secured	March 6, 2009
Approximate Total Time to Bring on the First 100 Units Following Decision to Proceed	15 Months

C. Housing Inventory and Waitlist Database

By December 1, 2007, San Francisco shall develop and maintain, through a contract with RTZ or other appropriate entity, a database which shall contain the following information:

1. Current information on the housing preferences of class members, including type of housing, accessibility needs, neighborhood considerations, roommates, size of housing, and other housing features;

2. Current information on the housing provided to class members, including preferences of class members, type of housing,

accessibility needs, neighborhood considerations, roommates, size of housing, and other housing features;

3. An up-to-date inventory of all housing subsidized by DPH. This shall include all units included in the LHHRSP as well as other housing, including but not limited to, supportive housing, master lease housing, patch funding to licensed adult residential care facilities and adult residential care facilities for the elderly located in and out of the County of San Francisco, and, to the extent feasible, housing subsidized by HUD, San Francisco Redevelopment Agency, (SFRA) Community Block Development Grant (CDBG), Tax Credit or other federal or state programs, or any other agency of San Francisco.
4. An up-to-date waiting list of all class members whose needs for community-based housing have been identified but not provided, the type and size of housing unit needed, and length of time on the waitlist;
5. By January 1, 2008, San Francisco or its contractor shall provide a demonstration of the Housing Inventory and Waitlist Database and will work cooperatively to make any modifications to the system which will improve the ability to serve class members and monitor this Agreement.

D. Other Housing Options, including Supportive and Assisted Living and Residential Care Facilities

The intent of this section is to provide community living options for class members who do not prefer or are otherwise unable to live in independent housing. In order to ensure that all class members receive appropriate alternatives to LHH when such alternatives are preferred, San Francisco shall:

1. By December 1, 2007, develop and implement a policy that includes class members in all housing option(s) available to homeless residents of San Francisco, provided such class member is unable to return home after hospitalization or is waitlisted or housed at LHH and does not have appropriate community-based housing readily available.

2. For class members for whom independent housing is not appropriate and preferred, and for whom supportive or assisted living, including a licensed residential care facility, is appropriate and preferred, San Francisco shall identify such options and shall make best efforts to secure the identified housing in a timely manner, as set forth in class members' Community Living Plans. These options can include DPH-funded supportive housing and patch funding for residential care facilities. Data on such class members will be tracked in the Housing Inventory and Waitlist in section VIII.C., above. Class members for whom such a placement is transitional in nature shall be referred to the DCIP, provided with a Community Living Plan and offered alternative, independent housing options as preferred and appropriate, as set forth in sections V-VIII.
3. By December 1, 2007, San Francisco will provide a copy of its proposal for submission for a HCBS Waiver under Medicaid, currently entitled the Leno Waiver. Plaintiffs' counsel will have the opportunity to comment and make recommendations regarding the provision of services and supports to class members under the Leno Waiver and San Francisco will consider these recommendations.
4. San Francisco shall make best efforts to coordinate access to affordable, accessible housing for class members with other agencies and departments in San Francisco. These efforts shall include identifying potential sources of such housing, maintaining contact with housing providers, reviewing vacancy information on a regular basis, and providing such information to appropriate DCIP staff.

IX. MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

The Parties recognize that the integration and collaboration of physical health care services with mental health and substance abuse services are important components to successful community transition for many class members. It is the intent of this section to enhance mental health/substance abuse services at LHH by promoting mental health/substance abuse services that will prepare and enable residents to be discharged to the community and to provide timely access to community-based mental

health and substance abuse services to class members who need those services upon discharge.

To that end, San Francisco shall take the following steps:

A. Access to Primary Care Clinics

For class members with chronic mental health or substance abuse needs upon discharge from LHH, San Francisco will provide access to appropriate primary health care to meet those needs, in addition to class members' physical health care needs. Steps to enhance such services shall include: maintaining current information about the capacity and areas of specialization of community clinics; maintaining waitlists for specialty clinics able to serve clients with co-existing needs (such as the 234 Eddy Street Clinic); and making best efforts to increase capacity for class members if gaps are identified.

B. Assessment for and Access to Mental Health Services

By June 30, 2008, San Francisco, through its Department of Community Behavioral Health Services, hereafter "CBHS," and in conjunction with LHH, will:

1. Conduct an assessment of mental health/substance abuse services needed, provided, and available to LHH residents and what community expertise would be helpful to promote better discharges and linkage of class members to CBHS mental health and substance abuse services.
2. Make recommendations regarding mental health and substance abuse services provided at LHH, so that such services will be provided to promote and support discharge and so that LHH residents who can benefit from either on-site or community-based mental health /substance abuse services are provided with those services in a timely manner.
3. Develop a plan and timelines for implementing the aforementioned recommendations. One component of this plan shall include coordination among CBHS, LHH and TCM staff, and LHH residents; to inform and assist in the discharge planning process for residents with mental health and substance abuse needs, including

consultation on medication management and case management services.

4. CBHS will report on the recommendations issued and progress in implementation of the recommendations to the LTCCC on a regular basis, by October, 2008 and thereafter upon request.

C. Class Members' Access to Mental Health Services, including Intensive Case Management

1. CBHS Case Management Services: On July 9, 2007, CBHS issued a policy entitled, "Intensive Case Management, Single Point of Responsibility and Full Service Partnership Programs." This policy provides that admissions to "the various intensive case management programs such as the Intensive Case Management (ICM) network; the Assertive Community Treatment/Single-Point-of-Responsibility (ACT/SPR), the MOST/AB 2034 Program, and the Full Service Partnership (FSP) programs will depend on meeting medical necessity criteria for serious mental illness (SMI), as defined in Cal. Code Regs. Tit 9, § 1830-205 with or without serious and persistent substance abuse concerns, and functional impairment that matches the appropriate level of care." All class members who meet these criteria and need these services shall be provided with such services, as identified in their Community Living Plans.
2. Other Mental Health Services: It is San Francisco's policy to provide all appropriate mental health and substance abuse services to class members whether or not they are eligible for or receive Medi-Cal and whether or not the specific services are covered under Medi-Cal. All class members will be provided with mental health and substance abuse services in accordance with their Community Living Plans.

D. Pre-Admission Screening and Resident Review

By February 1, 2008, San Francisco will meet with Plaintiffs' counsel to determine current practices regarding implementation of PASRR Level II Evaluation recommendations for LHH residents and to consider steps to better integrate recommendations for mental health services into discharge plans for class members with mental health disabilities.

X. LAGUNA HONDA HOSPITAL

- A. San Francisco's rebuild of LHH is now underway. San Francisco agrees that upon completion of the current rebuild project, the total bed capacity of the rebuilt LHH will not exceed 780 skilled nursing beds.
- B. Plaintiffs are not in agreement that Defendant San Francisco should rebuild Laguna Honda with as many as 780 skilled nursing facility beds; however, if San Francisco does rebuild, the mission of the rebuilt LHH facility shall include as a goal that the facility is for short-term, rehabilitative treatment. To that end:
 - 1. The operational focus of the rebuilt LHH will emphasize providing medical and other services and supports with a focus on enhancing community living skills to enable class members to successfully age in place in the community with appropriate services and supports. LHH will work to care for and rehabilitate class members in order to return them to the community as soon as possible and as appropriate.
 - 2. San Francisco shall provide a full range of transition services to class members residing at LHH to facilitate transition to the community, including but not limited to: habilitation, choice counseling, and mental health services.
 - 3. Staff working on the Transition Units, and others as appropriate, will be trained to encourage residents' maximum independence and how procedures and medications can be administered in community settings.

XI. GRIEVANCE PROCEDURES FOR CLASS MEMBERS

The intent of this section is to provide a means for class members to appeal or complain about services provided pursuant to this Agreement. To that end:

- A. By January 1, 2008, San Francisco will develop and provide to Plaintiffs' counsel a written notice of the City's grievance procedures available to class members who disagree with City action taken pursuant to this Settlement Agreement. Independent providers may have their own grievance procedures.

- B. The City's notice will:
 - 1. Include a description of the process for informing class members about their rights to grieve, including their right to contact PAI for assistance in the process and PAI's contact information;
 - 2. Include information on how to access the City's grievance procedures for all services provided pursuant to this Agreement;
 - 3. Be given and explained to each class member at the time a Community Living Plan is developed.
- C. Plaintiffs will respond to the proposed notice with comments within (30) thirty days and San Francisco shall consider any comments and/or recommendations made by Plaintiffs' counsel.
- D. For grievances regarding the LHHRSP pursuant to section VIII.B. of this Agreement, class members shall use, and the notice described above shall include, information on, San Francisco's Direct Access to Housing Program grievance procedure.

XII. DATA COLLECTION AND REPORTING

Within (30) thirty days of the signing of this Agreement, the Parties shall meet and confer to agree upon a process for data collection and reporting regarding the Settlement Agreement. Components of the data collection and reporting shall include:

- A. Written quarterly progress reports to Plaintiffs' counsel as to activities undertaken to implement the terms of each section of the Settlement Agreement;
- B. Provision of aggregate data on class members contained in Attachment A to this Agreement;
- C. Access by Plaintiffs' counsel to class member information, including information held by RTZ Associates or its successor, including:
 - 1. Client-confidential information pertaining to implementation of this Agreement, subject to a protective order issued by the Court, including: client names; client contact information; client files, including DCIP assessments and assessments relied on by the

DCIP; Community Living Plans; Targeted Case Management files; LHH Resident Housing Living Preference Survey results; CBHS records; Community Living Fund records; progress notes; grievances; and other records kept in conjunction with discharge planning and provision of community-based services and housing;

2. Contact information, and access to, class members' service providers, including case management staff and City personnel involved in provision of services to class members, including assessment, development and implementation of Community Living Plans, provision of housing and CBHS services, and quality assurance.
- D. Accompanying the quarterly progress reports, copies of policies, procedures, Requests for Proposals, contracts with community providers, training materials, etc. as they pertain to implementation of the Settlement Agreement terms contained in sections V-XI and XIII of this Agreement.
- E. Meetings with Plaintiffs' counsel and San Francisco personnel responsible for implementation of the settlement provisions, every other month for the first year of the Agreement, and quarterly thereafter for the duration of the Agreement, unless an alternative schedule is agreed upon by the Parties as settlement implementation progresses;
- F. San Francisco shall also provide the written reports set forth in sections XII.A and XII.B to the Long-Term Care Coordinating Council, for the duration of the settlement. San Francisco shall solicit and consider feedback and recommendations from the LTCCC and the Mayor's Disability Council regarding implementation of the settlement terms.

XIII. QUALITY ASSURANCE

It is the responsibility of San Francisco to provide quality assurance monitoring and oversight to all class members. In carrying out this obligation, the following general standards shall apply:

- A. San Francisco shall designate sufficient and appropriate City staff to conduct quality assurance activities;

- B. Quality assurance activities performed by San Francisco shall include: periodic review of client files; personal visits with clients; access to and review of complaints made through the grievance process; tracking data on clients who are placed in transitional and/or out-of-county placements and those who remain at LHH; as well as resolving problems identified by the quality assurance staff in a timely manner.
- C. Quality assurance activities shall be focused on measuring whether services are provided in accordance with class members' Community Living Plans and this Agreement.

XIV. MONITORING IMPLEMENTATION OF AGREEMENT

Plaintiffs' counsel will monitor San Francisco's compliance with the provisions of the Settlement Agreement for the duration of the Agreement, as set forth in section XIX. The Parties jointly recommend that in compensation for such activities, Plaintiffs' counsel will submit invoices for actual fees and expenses incurred on a quarterly basis, and San Francisco shall remit payment within 30 days, for up to three years, for a total amount not to exceed \$200,000. Allowable fees and expenses shall include attorney and advocate fees, contracts with experts, and costs related to monitoring activities such as travel costs, to be billed at current rates for expenses incurred. In the event the Court awards compensation to Plaintiffs for monitoring in a different amount, either Party may withdraw from this Settlement Agreement.

In order to effectively monitor San Francisco's compliance with the settlement, Plaintiffs' counsel shall have access to client information as set forth in section XII.C. Upon development of each class member's Community Living Plan, San Francisco shall request that the class member sign an authorization to release medical records to Plaintiffs' counsel, and shall forward all signed forms to Plaintiffs' counsel.

XV. FORM OF THE JUDGMENT

The Parties will join in asking the Court to enter a judgment approving this Settlement Agreement and to retain jurisdiction over this matter for the purpose of assuring compliance with the terms of the Settlement Agreement.

XVI. DISPUTES CONCERNING IMPLEMENTATION AND COMPLIANCE

Any claim, dispute or other matter in controversy ("dispute") arising out of or related to the Agreement, or the breach, implementation or performance thereof, shall be settled or otherwise resolved according to the procedures set forth below.

- A. Either party claiming a material breach of this Agreement will give notice of claim in writing to opposing counsel and will propose a resolution to the other party.
- B. The responding party will have (14) fourteen day following receipt of the written claim to respond in writing and to meet and confer, unless the period is enlarged by agreement of the Parties.
- C. If after the (14) fourteen day meet and confer period (or any agreed-upon longer period) the party asserting the claim is dissatisfied with the other party's response, or no response is received, the party asserting the claim may invoke mediation before Hon. Edward Infante (Ret.). If Magistrate Judge Infante is not available to serve as a mediator, any disputes pursuant to this Agreement may be submitted to the Hon. Eugene F. Lynch (Ret.) or the Hon. David Garcia (Ret.), in that order. In the event that neither of these alternative mediators is available, the parties shall mutually agree upon a mediator. If the parties are unable to agree upon a mediator, a mediator shall be selected by the District Court. Mediation shall commence within (30) thirty days. Upon certification by the mediator that the Parties cannot resolve the dispute through mediation, or if mediation does not commence within (30) thirty days, either party may arbitrate the issue in dispute
- D. The Parties agree that Hon. James Warren (Ret.) will serve as arbitrator to resolve any issues certified through mediation. If Judge Warren is not available to serve as arbitrator, any issues certified for arbitration may be submitted to Barry Winograd or Norman Brand, in that order. In the event that neither of these alternative arbitrators is available, the parties shall mutually agree upon an arbitrator. If (7) seven days after ascertaining the unavailability of all of the arbitrators identified above, the parties are unable to agree upon an arbitrator, an arbitrator shall be selected pursuant to the JAMS Streamlined Rules, effective March 26, 2007 ("Streamlined Rules"). The Parties intend arbitration to be as efficient and inexpensive as practicable. The Parties agree that the arbitrator will have all powers and remedies at law and equity that the federal court would have, except contempt or modification of the judgment. The arbitrator's decision shall be final and binding. Arbitration shall be conducted in accordance with the Streamlined Rules. To the extent any of the Streamlined Rules are inconsistent with this Agreement, this Agreement shall prevail.

- E. If Plaintiffs claim noncompliance with an arbitration decision, Plaintiffs shall give notice of their claim in writing to the City. The City shall have (10) ten days following receipt of the claim to respond in writing and to meet and confer in person. If after the (10) ten day meet and confer period, Plaintiffs are dissatisfied with the City's response, or no response is received, Plaintiffs may file in this Court a motion to enforce the arbitrator's decision.
- F. If Plaintiffs prevail on a claim before the arbitrator or the Court, San Francisco will pay Plaintiffs' reasonable attorneys' fees and costs in bringing the claim. If Defendant prevails, each side will bear its own fees and costs, except as set forth below. All mediation and arbitration fees and costs that are required by JAMS to be deposited in advance or paid during the mediation or arbitration process shall be timely paid by San Francisco.
- G. If Defendant prevails in a dispute before the arbitrator or this Court and the decision-maker finds that Plaintiffs' position is without any merit, then Defendant may reduce payments owed to Plaintiffs' counsel for monitoring purposes in an amount not to exceed \$10,000. If a dispute arises, or upon San Francisco's last payment owed for monitoring fees, San Francisco may withhold up to \$10,000 from monies due to Plaintiffs' counsel in order to ensure that such funds will be available in the event described above.
- H. Notwithstanding the foregoing, if, in the judgment of the party claiming material breach, irreparable harm would occur during the pendency of the meet and confer process, the Parties may agree to shorten the meet and confer timelines or the party claiming material breach may seek preliminary relief from the arbitrator. Preliminary relief will be available from the arbitrator only upon a finding of irreparable harm.
- I. If the arbitration fails to commence or is suspended or terminated on account of failure to pay said fees and costs, Plaintiffs may enforce their rights under this Agreement in U.S. District Court.
- J. In the event that either party petitions the Court to modify the judgment, the Parties shall first engage in the meet and confer process and mediation described above.

XVII. NOTICE TO THE CLASS; FAIRNESS HEARING

The Parties will provide notice to the class. If the Court determines that court approval of this Agreement is subject to a fairness hearing pursuant to Fed.R.Civ. P. 23(e), the Parties will jointly prepare a notice of this settlement which describes the process for filing written objections and includes the date for the fairness hearing. The notice shall be sent by Defendant to all class members. The Parties will cooperate in presenting this Agreement to the Court at the fairness hearing.

XVIII. ATTORNEYS' FEES AND COSTS

The Parties jointly recommend a fee award to class counsel in the amount of \$300,000 for fees and costs. The recommended payment, if approved by the Court, shall be made to Protection & Advocacy, Inc. in (3) three equal installments of \$100,000 each. The first payment shall be made (30) thirty days after this Settlement Agreement becomes final and binding. The remaining payments shall be made on October 1, 2008 and October 1, 2009. In the event the Court awards fees to Plaintiffs' counsel in a different amount, either Party may withdraw from the Settlement Agreement.

XIX. TERMINATION OF AGREEMENT

- A. This Settlement Agreement and Defendant's obligations hereunder, except those obligations set forth in section XIX.B below, will terminate (3) three years from the date of final approval of the settlement by the Court, unless the Court, in its discretion, extends the term of this Settlement Agreement upon finding a material breach.
- B. Section VIII.B of this Settlement Agreement and Defendant's obligations hereunder, including reporting obligations as set forth in section XII and dispute resolution contained in section XVI, will terminate five years from the date of final approval of the settlement by the Court, unless the Court, in its discretion, extends the term of this Settlement Agreement upon finding a material breach.

XX. ADDITIONAL PROVISIONS

No individual claims for damages by class members are waived pursuant to this Settlement Agreement.

This Agreement may be amended, modified, or supplemented only by a duly executed writing which has been presented to and approved by this Court.

This Settlement Agreement, once approved by the Court, shall be effective as to and binding upon the Parties and their successors and assigns.

The foregoing paragraphs represent the entire integrated Agreement of the Parties.

This Agreement may be executed in counterparts. The counterparts shall have the same force and effect as if a single document had been signed.

This Agreement is contingent upon approval by the San Francisco Board of Supervisors and the City's Health Commission, and this Agreement will not become effective absent such approval. Defendant will make every effort to secure such approval in a timely manner.

For Defendant San Francisco:

DENNIS J. HERRERA
JOANNE HOEPER
JAMES M. EMERY
ALEETA VAN RUNKLE

Dated: _____ By: _____

James M. Emery
City Attorney's Office
1390 Market Street, 6th Floor
San Francisco, CA 94102

Attorneys for Defendants
CITY AND COUNTY OF SAN FRANCISCO

Dated: _____ By: _____

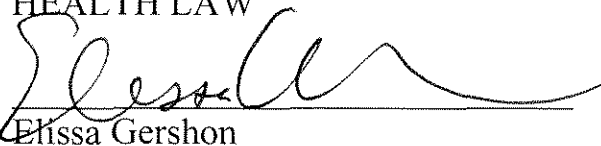
Mitchell Katz, M.D.
Director, San Francisco Department of Public
Health

Dated: _____ By: _____

Anne Hinton
Director, San Francisco Department of Aging
and Adult Services

Approved as to form:

PROTECTION AND ADVOCACY, INC.
AARP FOUNDATION LITIGATION
HOWREY LLP
DISABILITY RIGHTS EDUCATION AND
DEFENSE FUND
BAZELON CENTER FOR MENTAL
HEALTH LAW

Dated: 3/20/08 By: 

Elissa Gershon
Protection & Advocacy, Inc.
1330 Broadway, Suite 500
Oakland, CA 94612

Attorney for Plaintiffs
MARK CHAMBERS, ET AL.

For Defendant San Francisco:

DENNIS J. HERRERA
JOANNE HOEPER
JAMES M. EMERY
ALEETA VAN RUNKLE

Dated: 3-21-08 By: [Signature]
James M. Emery
City Attorney's Office
1390 Market Street, 6th Floor
San Francisco, CA 94102

Attorneys for Defendants
CITY AND COUNTY OF SAN FRANCISCO

Dated: 3/20/08 By: [Signature]
Mitchell Katz, M.D.
Director, San Francisco Department of Public Health

Dated: _____ By: _____
Anne Hinton
Director, San Francisco Department of Aging
and Adult Services

Approved as to form:

PROTECTION AND ADVOCACY, INC.
AARP FOUNDATION LITIGATION
HOWREY LLP
DISABILITY RIGHTS EDUCATION AND
DEFENSE FUND
BAZELON CENTER FOR MENTAL
HEALTH LAW

Dated: _____ By: _____
Elissa Gershon
Protection & Advocacy, Inc.
1330 Broadway, Suite 500
Oakland, CA 94612

Attorney for Plaintiffs
MARK CHAMBERS, ET AL.

For Defendant San Francisco:

DENNIS J. HERRERA
JOANNE HOEPER
JAMES M. EMERY
ALEETA VAN RUNKLE

Dated: _____ By: _____

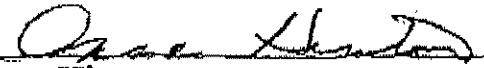
James M. Emery
City Attorney's Office
1390 Market Street, 6th Floor
San Francisco, CA 94102

Attorneys for Defendants
CITY AND COUNTY OF SAN FRANCISCO

Dated: _____ By: _____

Mitchell Katz, M.D.
Director, San Francisco Department of Public
Health

Dated: _____ By: _____


Anne Hinton
Director, San Francisco Department of Aging
and Adult Services

Approved as to form:

PROTECTION AND ADVOCACY, INC.
AARP FOUNDATION LITIGATION
HOWREY LLP
DISABILITY RIGHTS EDUCATION AND
DEFENSE FUND
BAZELON CENTER FOR MENTAL
HEALTH LAW

Dated: _____ By: _____

Elissa Gershon
Protection & Advocacy, Inc.
1330 Broadway, Suite 500
Oakland, CA 94612

Attorney for Plaintiffs
MARK CHAMBERS, ET AL.

For Plaintiffs/Class Representatives:

DATED: 3-20-08

Mark Chambers
MARK CHAMBERS

DATED: 3-20-08

W Falls
WOODROW FALLS, JR.

DATED: 3-20-08

M H
M.H.

DATED: 3-20-08

Phillip K
PHILLIP K.

DATED: 3-20-08

G
GERALD SCOTT

DATED: 3-20-08

Mary T.
MARY T.

DATED: _____

Independent Living Resource Center Of San
Francisco Representative

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For Plaintiffs/Class Representatives:

DATED: _____
MARK CHAMBERS

DATED: _____
WOODROW FALLS, JR.

DATED: _____
M.H.

DATED: _____
PHILLIP K.

DATED: _____
GERALD SCOTT

DATED: _____
MARY T.

DATED: 3/20/08 _____
Herb Levine, Executive Director
Independent Living Resource Center Of San
Francisco Representative

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DATA COLLECTION FOR *CHAMBERS* SETTLEMENT

April 15, 2008

Each quarter for the duration of the settlement period, San Francisco shall report to Plaintiffs' counsel the following aggregate information, for the preceding quarter and for the settlement period to date. Data not kept by San Francisco or its contractor(s) shall be provided if practicable.

1. Names and number of admissions to LHH, including source of referral and the anticipated length of stay;
2. Names and number of discharges from LHH and location of discharge;
3. Names and number of diversions from LHH and location from where class member was diverted and location to which class member was placed;
4. Re diversions, the names and number of class members who were diverted to transitional or short-term placements versus permanent or long-term placements;
5. Names and number of class members re-admitted to LHH after diversion or discharge and the reason for readmission;
6. Names and number of class members referred to the DCIP and date referred;
7. Names and number of class members assessed by the DCIP and date assessed, as well as length of time between referral and assessment and between assessment and placement in the community;
8. Names and number of class members placed by the DCIP and location of placement;
9. Names and number of class members placed on the DCIP waitlist and length of time on waitlist before assessment;
10. Barriers to discharge/diversion identified by the DCIP;
11. Names and number of class members whose living preference will not be pursued by the DCIP and the reasons why;
12. *[Deleted by agreement of the Parties]*
13. Names and number of class members *referred by the DCIP* to the Nursing Facility/Acute Hospital Waiver;
14. Names and number of class members *referred by the DCIP and* receiving NF/AH Waiver services in the community, broken down by specific Waiver (i.e., NF A/B Distinct Part, NF A/B, Subacute, Acute);
15. Names and number of class members *referred by the DCIP and* receiving transitional NF/AH Waiver services at LHH;
16. Names and number of non-profit agencies approved as NF A/H Waiver providers, their capacity to serve Waiver clients, and slots filled;
17. Names and number of class members *referred by the DCIP to* the NF/AH Waiver waitlist;
18. Names and number of class members *referred by the DCIP* to other Home and Community-Based Waivers (i.e., MSSP, AIDS Waiver, DD Waiver, Leno Waiver);
19. Names and number of class members *referred by the DCIP and* receiving other Home and Community-Based Waiver services in the community (i.e., MSSP, AIDS Waiver, DD Waiver, Leno Waiver), broken down by specific Waiver;

20. Names and number of class members *referred by the DCIP* and receiving transitional HCBS Waiver services at LHH broken down by specific Waiver (i.e., MSSP, AIDS Waiver, DD Waiver, Leno Waiver);
21. *Slots for class members that are available, filled, and number on waitlist for other HCBS Waivers (i.e., MSSP, AIDS Waiver, DD Waiver, Leno Waiver);*
22. Number of housing units secured for the LHHRSP;
23. Number of LHHRSP housing units occupied by class members;
24. Names and total number of class members living in other community-based housing, broken down by type of housing;
25. Total cost to San Francisco of LHHRSP subsidies (broken down by rental subsidy, repairs, home modifications *[if possible]*, etc.);
26. Total cost to preserve and maintain housing for class members;
27. Number, names of, and capacity of Community Living Fund (CLF) case management providers, as well as slots filled *and waitlist to serve class members*;
28. Amount of funding spent by CLF on class members, broken down by category of service/expenditure;
29. Aggregate results of LHH Resident Living Preference Survey, broken down by demographic information on residents surveyed including age, gender, race, and length of stay at LHH;
30. Names and number of class members at LHH receiving mental health consultation from CBHS in or out of LHH and type of consultation;
31. Names and number of class members who meet the criteria for Serious Mental Illness, broken down by living arrangement (i.e., LHH, independent housing, in-county licensed facility, out-of county facility, etc.);
32. Names and number of class members waitlisted for specialty clinics for class members with mental health needs;
33. Names and number of class members receiving *CBHS* case management pursuant to section IX.C.1 of the settlement agreement.

Other Information to be Reported to Plaintiffs' counsel on a quarterly basis:

1. Actual LHH Resident Living Preference survey with client identifier numbers for those TCM clients whose files are provided to Plaintiffs' counsel each month;
2. Number of class members who filed a grievance, the nature of the grievance, and the status or outcome of the grievance;
3. Capacity of primary care clinics serving class members, including whether waitlists exist, length of waitlists, and efforts to expand capacity;
4. Housing *inventory and waitlist data as set forth in sections VII.C.3 and 4 of the Agreement.*
5. *Report on unmet community service needs and steps taken to address them (including numbers affected if possible).*
6. *Report on Quality Assurance activities as set forth in section XIII of the Agreement.*

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