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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK, IAS Part 47

-----	x	
BRAD H., <i>et al.</i> ,	:	
	:	
Plaintiffs,	:	
	:	
-against-	:	Index No. 117882/99
	:	Edwards, J.
	:	
THE CITY OF NEW YORK, <i>et al.</i> ,	:	
	:	
Defendants.	:	
-----	x	

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6

STIPULATION OF SETTLEMENT

7 This Stipulation of Settlement (the “Settlement Agreement” or “Agreement”)

8 is entered into by counsel for Brad H., Robert K., Michael R., Susan T. and Kevin

9 W., themselves and on behalf of the Class certified in this action on August 8, 2000

10 (as further described below) (collectively, the “Class” or “Class Members,” and each

11 individually a “Class Member”) and the City of New York, its agencies and

12 instrumentalities (the “City”); Hon. Michael R. Bloomberg, Mayor of the City of

13 New York; the New York City Health and Hospitals Corporation (“HHC”); Dr.

14 Benjamin Chu, M.D., President of HHC; the New York City Department of Health

15 and Mental Hygiene (“DHMH”); Dr. Thomas R. Frieden, M.D., Commissioner of the

16 DHMH; the New York City Department of Correction (“DOC”); Martin F. Horn,

17 Commissioner of DOC; the New York City Human Resources Administration

18 (“HRA”); Verna Eggleston, Commissioner of HRA; Prison Health Services, Inc.

19 (“PHS”); and Gerald F. Boyle, Chief Executive and President of PHS.

20 **WHEREAS**, Plaintiffs commenced this action alleging that Defendants had
21 violated, and continued to violate, New York Mental Hygiene Law § 29.15, 14
22 N.Y.C.R.R. 587 *et seq.* and Article I, Sections 5 and 6 of the Constitution of the State
23 of New York, by failing to provide adequate discharge planning to inmates receiving
24 mental health treatment in correctional facilities maintained and operated by the
25 DOC;

26 **WHEREAS**, by preliminary injunction entered July 9, 2000, the Court
27 directed Defendants to provide discharge planning to the plaintiff class in accordance
28 with New York Mental Hygiene Law § 29.15 and 14 N.Y.C.R.R. 587 *et seq.*;

29 **WHEREAS**, by Order dated August 8, 2000, the Court certified the Class,
30 consisting of:

31 all inmates (a) who are currently incarcerated or who
32 will be incarcerated in a correctional facility operated
33 by the New York City Department of Correction (“City
34 Jail”), (b) whose period of confinement in City Jails
35 lasts 24 hours or longer, and (c) who, during their
36 confinement in City Jails, have received, are receiving,
37 or will receive treatment for a mental illness; provided,
38 however, that inmates who are seen by mental health
39 staff on no more than two occasions during their
40 confinement in any City Jails and are assessed on the
41 latter of those occasions as having no need for further
42 treatment in any City Jail or upon their release from any
43 City Jail shall be excluded from the class;

44 **WHEREAS**, counsel for the Class have reviewed thousands of pages of
45 documents produced by Defendants, have deposed senior employees and officials of
46 Defendants, and have retained and consulted with experts concerning the merits of
47 the claims and defenses asserted in this action and the terms of this Agreement; and

48 **WHEREAS**, the Parties now desire to resolve the remaining issues raised in
49 this action without further proceedings and without admitting any fault or liability;

50 **NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**,
51 by and between the undersigned, as follows:

52 **I. DEFINITIONS**

53 1. As used in this Agreement and the exhibits annexed hereto (which are
54 an integral part of this Agreement and are incorporated in their entirety by reference),
55 the following terms shall have the following meanings, unless otherwise provided in
56 this Agreement or its exhibits:

- 57 a. “2010e Application” shall mean the application used by
58 HRA to determine the eligibility of individuals with
59 serious Mental Illness for Supportive Housing in New
60 York City. The term “2010e Application” also shall
61 mean any forms, however named or titled, that HRA or
62 other agencies use at any time in the future to determine
63 the eligibility of individuals with serious Mental Illness
64 for Supportive Housing in New York City.
- 65 b. “ACT” shall mean assertive community treatment team.
- 66 b.1. “Activation of Class Members’ Medicaid benefits”
67 shall mean the timely execution of steps to effectuate
68 the activation of Medicaid for a new Medicaid
69 application or unsuspension of existing Medicaid
70 benefits that had been previously suspended, pursuant
71 to Social Services Law § 336[1-a], during the Class
72 Member’s incarceration.
- 73 c. “Action” shall mean the lawsuit captioned *Brad H., et*
74 *al. v. City of New York, et al.*, Index No. 117882/99,
75 filed in the Supreme Court of the State of New York,
76 County of New York.
- 77 d. “Agreement” or “Settlement Agreement” shall mean
78 this Stipulation of Settlement and all attached exhibits,
79 including any subsequent amendments to the
80 Agreement and/or the exhibits thereto.

- 81 e. “Benefits Unit” shall mean the group of employees of
82 one or more Defendants who process applications for
83 Public Assistance, Medicaid and/or SNAP on behalf of
84 Class Members, as more fully described in Correctional
85 Health Services’ Policies and Procedures Manual.
- 86 f. “Case Management Services” shall mean services
87 provided to Class Members by or through ICM, SCM,
88 ACT and/or LINK workers and their agents.
- 89 g. “CHS” shall mean the Correctional Health Services
90 division of HHC.
- 91 h. [Removed]
- 92 i. “City” shall mean the City of New York.
- 93 j. “City Jail” or “Jail” shall mean any correctional facility
94 operated by one or more Defendants.
- 95 k. “Class” or “Class Members” shall mean the Class
96 certified by the Court by Order dated August 8, 2000.
- 97 l. “Class Counsel” shall mean Debevoise & Plimpton,
98 New York Lawyers for the Public Interest, Inc., and
99 Douglas Lasdon and Jennifer J. Parish,, currently of the
100 Urban Justice Center, who are the law firms and
101 attorneys appointed to represent the Class pursuant to a
102 stipulation and order.
- 103 m. “Class Notice” shall mean the legal notice providing
104 Class Members with information about the terms of the
105 proposed Settlement described herein and their rights in
106 connection therewith.
- 107 n. “Comment Box” shall mean a sealed box with a slit in
108 the top through which Class Members may insert
109 Comment Sheets.
- 110 o. “Comment Sheet” shall mean the form on which any
111 Class Member may record comments on and/or
112 objections to the proposed Settlement set forth in this
113 Settlement Agreement.
- 114 p. [Removed]

- 115 q. “Complaint” shall mean the complaint filed by
116 Plaintiffs in this Action on August 24, 1999.
- 117 r. “Compliance Monitors” shall mean the individuals
118 appointed by the Court pursuant to § IV of this
119 Agreement to monitor the provision of Discharge
120 Planning in City Jails and Defendants’ compliance with
121 the terms and provisions of this Agreement, as set forth
122 more fully herein.
- 123 s. “Comprehensive Treatment Plan” or “CTP” shall mean
124 each individualized treatment plan created by
125 Defendants pursuant to § II of this Agreement.
- 126 t. “Court” shall mean the Supreme Court of the State of
127 New York, County of New York.
- 128 u. [Removed]
- 129 v. “Defendants” shall mean The City of New York and its
130 agencies and instrumentalities; Hon. Eric Adams,
131 Mayor of the City of New York; HHC; Mitchell H.
132 Katz, M.D., President and CEO of HHC; DHMH;
133 Ashwin Vasan, M.D., Commissioner of DHMH; DOC;
134 Louis A. Molina, Commissioner of DOC; HRA; and
135 Gary Jenkins, Commissioner of HRA.
- 136 w. “Defendant Agencies” shall mean all City agencies and
137 entities involved in providing Discharge Planning
138 services as contemplated by this Settlement Agreement,
139 including but not limited to HRA, DHS, HHC, DOC,
140 DHMH and agencies contracting with the City to
141 provide SPAN, LINK, or transportation services.
- 142 x. “Defendants’ Counsel” shall mean the New York City
143 Law Department, the Office of the Corporation
144 Counsel.
- 145 y. “DHMH” shall mean the City Department of Health
146 and Mental Hygiene.
- 147 z. “DHS” shall mean the City Department of Homeless
148 Services.

- 149 aa. “DHS Assessment” shall mean the assessment
150 performed by DHS to determine the shelter in which to
151 place any individual seeking shelter in the City’s
152 Shelter System.
- 153 aa.1. “DHS Database” shall mean the database utilized by the
154 Correctional Referral Unit of DHS.
- 155 bb. “Discharge Plan” shall mean the plan describing the
156 manner in which an individual will be able to receive a
157 clinically appropriate level of continuing mental health
158 treatment – as well as assistance in applying for other
159 necessary treatment, services and benefits –
160 immediately upon his or her release from or transfer out
161 of a City Jail, as further described in § II of this
162 Agreement.
- 163 cc. “Discharge Planning” shall mean the process of
164 formulating and implementing the Discharge Plan.
- 165 dd. “Discharge Planning Facilities” shall mean all locations
166 where CHS, its medical vendor, SPAN Office Staff and
167 agents or contractors of CHS or any SPAN Office (i)
168 assess individuals for their need or eligibility for
169 services or benefits related to their Discharge Plans or
170 (ii) perform any task to create and/or implement
171 Discharge Plans and/or any task otherwise related to
172 Discharge Planning.
- 173 ee. “Discharge Planning MIS” shall mean a unified,
174 computerized Discharge Planning information system,
175 containing at least the data fields set out in Exhibit A
176 hereto.
- 177 ff. “Discharge Planning Staff” shall mean all personnel
178 who have been trained to evaluate each individual’s
179 need for Discharge Planning and/or to develop or
180 implement an appropriate and adequate Discharge Plan
181 for each such individual as further described in § II of
182 this Agreement.
- 183 gg. “Discharge Summary” shall mean a document that
184 summarizes a Class Member’s mental health treatment
185 needs and Discharge Plan, including but not limited to
186 diagnoses, current medications, and where the Class

- 187 Member should go in the community to receive
188 treatment and services.
- 189 hh. “DOC” shall mean the City Department of Correction.
- 190 ii. “EBT card” or “Electronic Benefit Transfer card” shall
191 mean a card issued by a vendor of the State of New
192 York to a recipient of Public Assistance administered
193 by HRA to provide that individual with electronic
194 access to such benefits.
- 195 jj. “Emergency Benefits” shall mean Immediate Needs
196 Grants and Expedited SNAP.
- 197 kk. “BEV” shall mean the Eligibility Verification Review
198 conducted by HRA to verify an individual’s eligibility
199 for Public Assistance.
- 200 ll. “Expedited SNAP” shall mean SNAP benefits issued as
201 a result of the expedited processing of a SNAP
202 application, pursuant to federal and state statutes and
203 regulations and on the same terms available to other
204 SNAP applicants in New York City.
- 205 mm. “Execution Date” shall mean the last date on which this
206 Agreement is executed by all of Class Counsel and
207 Defendants’ Counsel.
- 208 nn. “Fairness Hearing” shall mean the hearing at or after
209 which the Court will make a final decision whether to
210 approve this Agreement and the proposed Settlement
211 set forth therein as fair, reasonable and adequate.
- 212 oo. “Final Order and Judgment” shall mean the order in
213 which the Court approves the proposed Settlement and
214 the terms of this Agreement, and the judgment entered
215 pursuant to that Order, which the parties shall seek
216 substantially in the form attached as Exhibit B hereto
217 and as further described in § VIII of this Agreement.
- 218 pp. [Removed]
- 219 qq. “General Population” shall mean all units in City Jails
220 in which inmates are housed other than Segregated
221 Mental Health Units.

- 222 rr. “Hearing Order” shall mean the order in which the
223 Court authorizes and directs the provision of notice to
224 the Class concerning of the terms of this Agreement,
225 the proposed Settlement and Class Members’ rights in
226 connection therewith, and in which the Court schedules
227 a date for the Fairness Hearing, substantially in the
228 form attached as Exhibit C hereto and as further
229 described in § VIII of this Agreement.
- 230 ss. “HHC” shall mean the City Health and Hospitals
231 Corporation.
- 232 tt. “HRA” shall mean the City Human Resources
233 Administration.
- 234 uu. [Removed]
- 235 vv. “I/A Shelters” shall mean DHS intake facilities and/or
236 assessment shelters.
- 237 ww. “ICM” or “Intensive Case Management” services shall
238 mean an intensive level of case management services
239 for individuals with Serious Mental Illnesses. ICM
240 workers, or people who provide ICM services directly
241 to clients, meet with clients at least once per week to
242 assist clients in gaining access to needed services,
243 including but not limited to public benefits; medication;
244 psychiatric, substance abuse and medical treatment;
245 housing; and rehabilitative, educational and vocational
246 services. Eligibility for ICM services is governed by
247 regulations of the New York State Office of Mental
248 Health.
- 249 xx. “IIS” shall mean the DOC Inmate Information System.
- 250 yy. “Immediate Needs Grant” shall mean a pre-
251 investigation emergency grant issued by HRA, pursuant
252 to New York Social Services Law § 133 and the
253 Regulations and Administrative Directives of the New
254 York State Office of Temporary and Disability
255 Assistance, prior to HRA’s completion of a full
256 eligibility determination for cash assistance.
- 257 zz. “Implementation Date” shall mean the date, defined in
258 § III of this Agreement, by which Defendants shall have

- 259 in place all systems to provide Discharge Planning as
260 contemplated by this Agreement.
- 261 aaa. “Jail Treatment Locations” shall mean all Segregated
262 Mental Health Units and other areas in which inmates,
263 including but not limited to inmates housed in General
264 Population, receive mental health treatment.
- 265 bbb. “Job Center” shall mean any location at which HRA
266 accepts or processes applications or assesses eligibility
267 for Public Assistance and SNAP.
- 268 ccc. “LINK” shall mean Case Management Services
269 contracted for by Defendants in which LINK workers
270 meet with clients during their transition from a City Jail
271 to the community to assist them in gaining access to
272 needed services, including but not limited to Public
273 Assistance; Medicaid; SNAP; medication; psychiatric,
274 substance abuse and medical treatment; housing; and
275 rehabilitative, educational and vocational services. For
276 purposes of this Agreement the acronym “LINK” refers
277 to such Case Management Services notwithstanding the
278 program title used in connection with such services in
279 the future.
- 280 ddd. “Medication Grant Program” or “MGP” shall mean a
281 program administered by the State of New York that
282 will provide all eligible individuals with a means to pay
283 for medication and medication monitoring until
284 determination of the individual’s eligibility for
285 Medicaid benefits, as further described in 1999 N.Y.
286 Laws 408 § 15.
- 287 eee. [Removed]
- 288 fff. “Mental Health Program Shelter” shall mean a Program
289 Shelter that is designed to house homeless individuals
290 who have Mental Illness.
- 291 ggg. “Mental Health Records” shall mean any and all
292 documents, in any form (including documents
293 maintained only on electronic or other non-paper
294 media), that contain information regarding a Class
295 Member’s mental health treatment history including,
296 but not limited to, documents containing information
297 regarding visits to physicians and Discharge Planning

298 Staff for mental health treatment, and documents
299 reflecting the prescription of medication to a Class
300 Member for the treatment of Mental Illness.

301 hhh. “Mental Illness” shall mean an affliction with a mental
302 disease or mental condition, which is manifested by a
303 disorder or disturbance in behavior, feeling, thinking, or
304 judgment to such an extent that the person afflicted
305 requires care, treatment and rehabilitation.

306 iii. “Mental Observation Units” or “MOUs” shall mean
307 segregated housing units within the City Jails in which
308 inmates are housed and receive mental health
309 evaluation, observation and/or treatment.

310 jjj. “RHU” or “Restrictive Housing Units” shall mean the
311 specialized units in City Jails operated by DOC for the
312 confinement of inmates who are being punished for
313 disciplinary infractions and who need mental health
314 supervision, observation or treatment or are being
315 assessed for such supervision, observation or treatment.

316 kkk. “Notice Materials” shall mean the Class Notice, the
317 Summary Notice (in English and Spanish) and the
318 Comment Sheet.

319 lll. “Parties” shall mean Plaintiffs (in their individual and
320 representative capacities) and Defendants.

321 mmm. [Removed]

322 nnn. “Plaintiffs” shall mean Brad H., Robert K., Michael R.,
323 Susan T. and Kevin W., by and through Plaintiffs’
324 Counsel.

325 ooo. “Plaintiffs’ Counsel” shall mean Debevoise &
326 Plimpton, New York Lawyers for the Public Interest,
327 Inc., and Douglas Lasdon and Jennifer J. Parish,
328 currently of the Urban Justice Center.

329 ppp. “Program Shelter” shall mean a shelter in the DHS
330 Shelter System in which individuals with the need for
331 similar services are housed. Such shelters provide
332 mental health programs, substance abuse treatment
333 programs, and employment programs.

334 qqq. “Public Assistance” shall mean Temporary Assistance
335 to Needy Families and/or Safety Net Assistance
336 benefits that are issued by HRA to an eligible
337 individual or family. Public Assistance shall not
338 include either SNAP or Medicaid benefits.

339 rrr. “Release Date” shall mean the date on which an
340 individual was, or is expected to be, released from
341 incarceration in a City Jail.

342 sss. “Safety Net Assistance” or “SNA” shall mean benefits
343 as defined in New York Social Services Law § 157 and
344 the regulations and administrative directives of the New
345 York State Office of Temporary and Disability
346 Assistance.

347 sss.1. “SNAP” shall mean Supplemental Nutrition Assistance
348 Program benefits available from HRA pursuant to the
349 Food and Nutrition Act, 7 U.S.C. §§ 2011 *et seq.*, U.S.
350 Department of Agriculture regulations at 7 C.F.R. Part
351 271 *et seq.*, and New York State Office of Temporary
352 and Disability Assistance regulations, including 18
353 NYCRR Part 387.

354 ttd. [Removed]

355 uuu. “SCM” or “Supportive Case Management” services
356 shall mean Case Management Services for persons with
357 Serious Mental Illnesses. SCM workers, or people who
358 provide SCM services directly to clients, meet with
359 clients at least every two weeks to assist clients in
360 gaining access to needed services, including but not
361 limited to Public Assistance; Medicaid; SNAP;
362 medication; psychiatric, substance abuse and medical
363 treatment; housing; and rehabilitative, educational and
364 vocational services.

365 vvv. “Segregated Mental Health Units” shall mean all
366 housing units in the City Jails that use need for mental
367 health care or assessment as a criterion for admission to
368 the Unit, including MOUs, RHUs, and any housing area
369 designed specifically for individuals with or suspected
370 of having Serious Mental Illness.

- 371 www. “Seriously Mentally Ill” or “SMI” shall mean meeting
372 the criteria for Serious Mental Illness as outlined in
373 Addendum A.
- 374 xxx. “Settlement” shall mean the settlement of this Action
375 as described in this Settlement Agreement.
- 376 yyy. “Shelter System” shall mean the system of homeless
377 shelters, including but not limited to I/A Shelters and
378 Program Shelters, operated directly by DHS or by
379 entities that contract with DHS.
- 380 zzz. “Significant Others” shall mean relatives, close friends,
381 associates and/or individuals concerned with the
382 welfare of an individual incarcerated in a City Jail.
- 383 aaaa. “Social Security Benefits” shall mean all benefits that
384 may be obtained through application to the Social
385 Security Administration of the U.S. Department of
386 Agriculture.
- 387 bbbb. “SSD” or “Social Security Disability” shall mean
388 disability insurance benefits paid to eligible individuals
389 pursuant to the Social Security Act, 42 U.S.C. §§ 401,
390 *et seq.*
- 391 cccc. “SSI” or “Supplemental Security Income” benefits shall
392 mean benefits paid to eligible individuals pursuant to
393 the Social Security Act, 42 U.S.C. §§ 1381 *et seq.*
- 394 dddd. “SPAN Offices” shall mean the offices described in §
395 II.G of this Agreement. For purposes of this
396 Agreement the acronym “SPAN” refers to the services
397 and offices described in § II.G of this Agreement
398 notwithstanding the program title used in connection
399 with such services or offices in the future.
- 400 eeee. “SPAN Office Staff” shall mean all personnel
401 employed at SPAN Offices.
- 402 ffff. “SPOA Agency” or “Single Point of Access Agency”
403 shall mean the agency or agencies, but not DHS
404 Shelters or I/A Shelters, that are or will be designated to
405 administer the centralized intake and referral to
406 Supportive Housing, ICM, SCM and/or ACT services
407 in New York City.

- 408 gggg. “Summary Notice” shall mean a summary of the
409 information contained in the Class Notice, to be made
410 available in English and Spanish.
- 411 hhhh. “Supportive Housing” shall mean the full range of
412 different models of housing and residential treatment in
413 New York City that are designed to meet the needs of
414 individuals with Mental Illness who require both
415 housing and supportive services (including, but not
416 limited to, community residences, residential care
417 centers for adults, MICA community residences,
418 supported housing, and apartment treatment programs).
- 419 iiiii. “Temporary Assistance to Needy Families” or “TANF”
420 shall mean benefits as provided for in New York Social
421 Services Law Article 5, Title 10, and the Regulations
422 and Administrative Directives of the New York State
423 Office of Temporary and Disability Assistance.
- 424 jjjj. “Veterans Administration Benefits” shall mean benefits
425 provided by the U.S. Department of Veterans’ Affairs.
- 426 jjjj.1. “WeCARE” shall mean the entity designated to assess
427 the ability of applicants for and recipients of Public
428 Assistance to participate in work activities as further
429 described in the New York Social Services Law § 336
430 and the New York State Department of Social Services
431 regulations.
- 432 kkkk. “WMS” or “Welfare Management System” shall mean
433 the computerized information system maintained by the
434 State of New York and employed by HRA to track the
435 application for and receipt of all benefits obtained by
436 individuals through application to HRA, and/or any
437 other information system designed by the State of New
438 York to replace or supplement such system.

439 2. Defined terms used in this Agreement but not defined above shall have
440 the meaning ascribed to them in this Agreement and the Exhibits annexed hereto.

441 3. The defined terms used herein are used solely for purposes of this
442 Agreement and are not intended and should not be construed to reflect the Parties’
443 understanding of these terms for any other purpose.

444 **II. SETTLEMENT RELIEF**

445 **A. General Provisions**

446 4. Defendants shall provide Discharge Planning in accordance with the
447 terms of this Agreement.

448 5. Discharge Planning shall include (a) an individualized assessment of a
449 person's need for (i) clinically appropriate forms of continuing mental health
450 treatment and supportive services including but not limited to, where clinically
451 appropriate, medication, substance abuse treatment, and case management services,
452 (ii) public benefits, including but not limited to Medicaid, Public Assistance and
453 SNAP, (iii) appropriate housing or appropriate shelter if housing cannot be located
454 prior to the individual's release from incarceration in a City Jail, and (iv)
455 transportation to appropriate housing or shelter; and (b) assisting each individual with
456 obtaining the services and resources set forth in (a), in accordance with each
457 individual's need for those services and resources and in accordance with the terms of
458 this Settlement Agreement.

459 6. The Parties acknowledge that the extent of Discharge Planning to be
460 provided to each individual may vary according to (a) the nature and severity of an
461 individual's Mental Illness, (b) the needs of the individual, including the resources the
462 individual has in place in the community and the individual's ability to function
463 independently after release from incarceration, (c) the individual's length of
464 incarceration, (d) whether the individual's Release Date is known or becomes known
465 to Defendants, (e) the individual's availability during his or her incarceration, and (f)

466 the extent of the individual's cooperation with Discharge Planning efforts, including
467 timely availing himself or herself of services provided at SPAN Offices.

468 7. The Parties acknowledge that the issue of whether and how to continue
469 an individual's mental health care upon release from a City Jail to the community
470 does not arise with respect to Class Members released from City Jails directly to the
471 custody of any state, the United States, or another local custodial correctional facility.
472 Defendants agree to continue their current practices with respect to such Class
473 Members, including but not limited to transmitting relevant Mental Health Records to
474 such facilities.

475 8. Any Class Member who chooses not to accept all Discharge Planning
476 services to which he or she is entitled pursuant to this Agreement shall retain his or
477 her right to any services that he or she does accept. Defendants shall advise all Class
478 Members of their right to accept some but not all Discharge Planning services.

479 9. Except as otherwise provided herein, Defendants shall use their best
480 efforts to perform all obligations required pursuant to this Agreement within the
481 applicable time frames set forth in this Agreement.

482 **B. Contact with the Community**

483 10. Defendants shall create a mechanism to allow Significant Others and
484 other members of the community who have clinical information or other information
485 relevant to the mental health treatment of or Discharge Planning efforts for an
486 individual incarcerated in a City Jail to relay that information to Discharge Planning
487 Staff or mental health staff in City Jails. This mechanism shall, at a minimum,
488 include a system that enables those wishing to communicate information regarding a

489 particular individual to Defendants to do so by telephone. When appropriate, a
490 member of the Discharge Planning Staff shall return such telephone calls and shall
491 involve in Discharge Planning efforts Significant Others who so contact Defendants if
492 the individual consents and the Significant Other so desires.

493 11. Defendants shall create a mechanism to allow any individual who
494 contacts the mental health staff or Discharge Planning Staff to leave an individual
495 message for any member of the mental health staff or Discharge Planning Staff at any
496 time. Defendants shall also ensure that each such message is promptly relayed to
497 other mental health staff or Discharge Planning Staff as appropriate.

498 12. The mechanisms described in ¶¶ 10 - 11 above shall be in place and
499 fully operational no later than the Implementation Date.

500 13. Defendants (a) shall publicize the mechanisms described in ¶¶ 10 - 11
501 above (including the telephone numbers established to permit the communications
502 described in ¶¶ 10 - 11 above) as part of the community education efforts described in
503 § VII below and (b) shall provide the telephone numbers established to permit the
504 communications described in ¶¶ 10 - 11 above to (i) Class Counsel and (ii), upon
505 request, to other individuals in the community. Defendants shall also promptly notify
506 Class Counsel of any changes to such telephone numbers.

507 **C. Determination of Class Membership**
508 **And Creation of a Discharge Plan**

509 14. Defendants shall assess each individual incarcerated in a City Jail for
510 his or her need for medical treatment (the “Medical Assessment”), including but not
511 limited to an assessment of whether the individual should be referred for a mental

512 health assessment. The Medical Assessment, as currently set forth in the New York
513 City Board of Correction's Minimum Standards, shall occur within the first twenty-
514 four hours of each inmate's incarceration. Defendants may conduct subsequent
515 Medical Assessments, including an assessment of whether the individual should be
516 referred for a mental health assessment, periodically during each inmate's
517 incarceration.

518 15. Each individual referred for a mental health assessment as a result of a
519 Medical Assessment shall be assessed by Defendants for his or her need for mental
520 health treatment (the "Initial Assessment") within three days after the Medical
521 Assessment.

522 16. For all individuals who are housed in any of the Segregated Mental
523 Health Units, and who are assessed at their Initial Assessment as needing follow up
524 by mental health staff for further assessment and/or treatment, a mental health
525 clinician shall complete a Comprehensive Treatment Plan ("CTP") within seven days
526 of the date on which the Initial Assessment occurs (the "Initial Assessment Date").

527 17. For all individuals who are housed in General Population, and who are
528 assessed at their Initial Assessment as needing follow up by mental health staff for
529 further assessment and/or treatment, a mental health clinician shall complete a CTP
530 within fifteen days of the Initial Assessment Date.

531 18. Each individual for whom a CTP is to be completed in accordance
532 with ¶¶ 16 - 17 above shall be designated a Class Member as of the date of
533 completion of his or her CTP; provided, however, that any individual who is
534 determined to be in need of psychotropic medication for treatment of a Mental Illness

535 prior to the completion of his or her CTP shall be designated a Class Member as of
536 the date of such determination.

537 18.1. For each Class Member, a Discharge Plan shall be completed within
538 seven business days of the completion of the CTP. However, a Discharge Plan shall
539 be considered timely if it is completed no later than 30 days before discharge.

540 19. Any individual who is assessed at his or her Initial Assessment as
541 needing follow up by mental health staff for further assessment and/or treatment but
542 who is released from incarceration before he or she is designated a Class Member
543 pursuant to ¶ 18 above (a) shall be deemed a Class Member as of his or her Release
544 Date, (b) shall be entitled to utilize the SPAN Offices and receive any other services
545 to which he or she is entitled as a Class Member, (c) shall receive a Discharge
546 Summary (to the extent the information required by the Discharge Summary is
547 available), and (d) shall receive all information describing the SPAN Offices and his
548 or her rights as a Class Member, as provided in ¶ 21 and ¶ 37 below.

549 20. DOC shall note in its IIS that an individual has been designated or
550 deemed a Class Member pursuant to ¶¶ 18 - 19 above within 24 hours of the time at
551 which the individual is designated or deemed a Class Member.

552 21. Defendants shall distribute to each individual who is designated or
553 deemed a Class Member written materials that contain information about Class
554 Members' right to Discharge Planning services as provided in this Agreement. Such
555 materials shall be distributed to each individual at the time he or she is designated or
556 deemed a Class Member and, if the individual is released directly from a City Jail,
557 upon his or her release from incarceration.

558 22. Class Counsel and Defendants' Counsel shall together develop the
559 form of written materials to be provided to individuals pursuant to the immediately
560 preceding ¶ 21, and shall submit those written materials to the Court for its approval
561 no later than 15 days prior to the Fairness Hearing.

562 23. Defendants shall provide each Class Member with a Discharge
563 Summary upon the Class Member's release from a City Jail or upon the Class
564 Member's first visit to a SPAN Office.

565 **D. Designation of a Class Member as**
566 **Seriously Mentally Ill**

567 24. At the time of the Initial Assessment, Defendants shall assess whether
568 an individual assessed as needing further assessment and/or mental health treatment
569 should be classified as Seriously Mentally Ill and shall immediately document each
570 individual's SMI status in the individual's Mental Health Record. Evidence of
571 significant functional impairment or clinical distress as a result of a DSM-5 diagnosis,
572 if any, shall be documented irrespective of the SMI determination.

573 25. [Removed]

574 26. At the time an individual is determined to be a Class Member,
575 Defendants shall assess whether the Class Member is Seriously Mentally Ill and shall
576 immediately designate the Class Member as Seriously Mentally Ill in the Class
577 Member's Mental Health Record and the Discharge Planning MIS if the assessment
578 indicates that such designation is appropriate.

579 27. Any Class Member or individual prescribed an anti-psychotic or mood
580 stabilizing medication to treat a psychiatric condition during his or her incarceration

581 before his or her CTP shall be presumptively classified as SMI for purposes of this
582 Agreement as of the date of such prescription and shall be entitled to the additional
583 services provided in this Agreement for such Class Members. The Compliance
584 Monitors shall compile a list of such medications and update the list as appropriate at
585 least annually. If a mental health clinician determines, at any time, that any such
586 Class Member or individual does not meet the criteria for Serious Mental Illness
587 despite the prescription of such medication, then the Class Member or individual shall
588 not be classified as SMI, and the reason for that determination shall be specifically
589 documented in the Class Member's or individual's Mental Health Record.

590 28. After an individual is designated or deemed a Class Member,
591 Defendants shall periodically reassess whether the Class Member is Seriously
592 Mentally Ill during subsequent interactions between a mental health clinician and the
593 Class Member, and Defendants shall immediately designate the Class Member as
594 Seriously Mentally Ill in the Class Member's Mental Health Record and the
595 Discharge Planning MIS if any reassessment indicates that such designation is
596 appropriate. New evidence of significant functional impairment or clinical distress as
597 a result of a DSM-5 diagnosis, if any, shall be documented irrespective of the SMI
598 determination.

599 29. If at any point during a Class Member's incarceration, a mental health
600 clinician determines that a Class Member is Seriously Mentally Ill, Defendants shall
601 provide the Class Member with all services to which a Class Member determined to
602 be SMI is entitled pursuant to this Settlement Agreement.

603 30. An individual who is determined during the Initial Assessment to be
604 Seriously Mentally Ill and who is released from incarceration before he or she is
605 designated a Class Member, shall be entitled to transportation pursuant to the terms of
606 § II.H.6 below and, following his or her release, to all the post-release Discharge
607 Planning services available to a Class Member who is Seriously Mentally Ill under
608 this Settlement Agreement.

609 31. If a Class Member is designated as Seriously Mentally Ill and is
610 subsequently re-designated as not Seriously Mentally Ill, a mental health clinician
611 shall document in the Class Member's Mental Health Record the basis for such re-
612 designation.

613 **E. Release of Class Members from DOC Custody**

614 32. Beginning on the Implementation Date, Defendants shall ensure that
615 all Class Members released from incarceration are so released during daylight hours,
616 and in any event no earlier than 8:00 a.m.; provided, however, that this provision shall
617 not apply (a) to Class Members released from incarceration on bail or pursuant to
618 other court orders requiring that they be released immediately, or (b) to Class
619 Members released from DOC custody directly from a courthouse.

620 32.1 For those Class Members held solely pursuant to an alleged parole
621 violation, Defendants shall use best efforts to release such Class Members from
622 incarceration during daylight hours; provided, however, that where a non-DOC escort
623 is required as a condition of release of any such Class Member, Defendants shall
624 reasonably prioritize and make best efforts to release such Class Member from
625 incarceration with sufficient time to be escorted to his or her assigned treatment

626 program or residence. Where a Class Member held solely pursuant to an alleged
627 parole violation is not released from incarceration during daylight hours, or, if
628 required, with sufficient time to be escorted to his or her assigned treatment program
629 or residence, DOC shall document the circumstances resulting in the delay.

630 33. A Class Member who would otherwise have been released from DOC
631 custody directly from a courthouse shall not be returned to a City Jail because of his
632 or her status as a Class Member.

633 **F. Determination of Class Members' Release Dates**

634 34. For a period beginning on the Implementation Date and ending six
635 months after that date, Defendants shall use reasonable efforts to ascertain the
636 Release Date of each Class Member housed at the Rose M. Singer Center or the Anna
637 M. Kross Center whose Release Date is unknown to Defendants. Such efforts shall
638 include but not be limited to attempting to contact the Class Member's defense
639 attorney, if appropriate, and consulting the IIS.

640 35. At the end of the six-month period described in ¶ 34 above, the
641 Compliance Monitors, in consultation with the Parties, shall assess (a) whether the
642 information obtained by Defendants through the efforts described in ¶ 34 above is
643 generally beneficial in Discharge Planning and (b) if so, whether Defendants should
644 be required to continue such efforts and expand such efforts to other City Jail
645 facilities. The Compliance Monitors, in consultation with the Parties, shall also
646 determine whether Defendants used reasonable efforts to ascertain Class Members'
647 Release Dates. If the Compliance Monitors find that Defendants did not use
648 reasonable efforts, the six-month trial period described in ¶ 34 above shall continue

649 for another six months. The Compliance Monitors' determination with respect to all
650 issues described in this ¶ 35 shall be binding on the Parties.

651 **G. SPAN Offices**

652 36. Except as otherwise provided in this Agreement, all Class Members
653 who are released from incarceration without a completed or fully implemented
654 Discharge Plan shall be entitled to receive all of the Discharge Planning services set
655 forth in § II of this Agreement from any of the SPAN Offices, which are to be located
656 within one-half mile of the criminal courts in every borough except Staten Island,
657 provided that the Class Member presents himself or herself at a SPAN Office within
658 thirty days of his or her Release Date. However, if Defendants establish an office
659 within one-half mile of the criminal court in a borough to assist Class Members in
660 obtaining prescriptions pursuant to ¶ 53, the SPAN office serving that borough may
661 be located up to five miles from the criminal court. The SPAN Offices shall be open
662 from 10:00 a.m. to 6:00 p.m.

663 37. Defendants shall inform Class Members in writing of the location of
664 all SPAN Offices and their hours of operation, the services provided at SPAN Offices
665 and the restrictions on the availability of such services. Defendants shall provide a
666 writing containing this information to each Class Member at the time the Class
667 Member is first designated or deemed to be a Class Member and at the time of the
668 Class Member's release from incarceration, if the Class Member is released from a
669 City Jail. In addition, Defendants shall make this writing available to Class Members
670 released from Court, at or prior to the time at which each such Class Member is
671 released from DOC custody.

672 38. Class Counsel and Defendants’ Counsel shall together develop the
673 form of writing to be provided to Class Members pursuant to the immediately
674 preceding ¶ 37, and shall submit that writing to the Court for its approval no later than
675 15 days prior to the Fairness Hearing.

676 39. The Discharge Planning Staff and/or mental health staff in City Jails
677 shall, in face-to-face meetings with Class Members and individuals for whom CTPs
678 are being prepared, encourage all such Class Members and individuals to utilize the
679 SPAN Offices. Such face-to-face meetings shall occur (a) periodically during the
680 incarceration of each such Class Member and individual and (b) as close to the
681 Release Date of each such Class Member and individual as is practicable. In
682 addition, SPAN Office Staff shall periodically visit City Jails to conduct group
683 meetings with up to eight Class Members and/or individuals for whom CTPs are
684 being prepared and encourage them to utilize the SPAN Offices. Nothing in this ¶ 39
685 shall limit SPAN Office Staff from conducting group meetings with more than eight
686 Class Members if DOC approves such meetings.

687 40. [Removed]

688 **H. Elements of Discharge Planning**

689 41. Defendants shall use their best efforts to complete each assessment and
690 provide all Discharge Planning services described in this § II during each Class
691 Member’s incarceration in a City Jail. If such assessments and provision of
692 Discharge Planning services are not completed during a Class Member’s
693 incarceration, SPAN Office Staff shall use their best efforts to complete each
694 assessment and provide all services described in § II of this Agreement to each Class

695 Member, provided that the Class Member presents himself or herself at a SPAN
696 Office within thirty days after his or her Release Date.

697 **1. Continuing Mental Health Treatment and Services**

698 42. As part of Discharge Planning, Defendants shall in consultation with
699 mental health staff in City Jails and prior to each Class Member's Release Date, (a)
700 assess each Class Member's need for clinically appropriate forms of continuing
701 mental health treatment and services following his or her Release Date, including
702 medication, case management services, substance abuse treatment, and psychiatric
703 rehabilitation services, following his or her Release Date and (b) provide to each
704 Class Member appropriate appointments or referrals to receive such treatment and
705 services.

706 a. ***Identification of Clinically***
707 ***Appropriate Mental Health Care Programs***

708 43. Discharge Planning Staff or SPAN Office Staff, as applicable, shall
709 identify a clinically appropriate mental health care program or programs for each
710 Class Member who is determined to need continuing mental health treatment or
711 services following his or her Release Date.

712 44. In determining whether a mental health care program is appropriate for
713 any particular Class Member, Discharge Planning Staff or SPAN Office Staff, as
714 applicable, shall take into consideration (a) the Class Member's preferences; (b) the
715 geographic location of the Class Member's expected permanent or temporary
716 housing, if known, or, if such location is unknown, the Class Member's pre-
717 incarceration address (unless the Class Member requests otherwise); (c) the Class

718 Member's mental health treatment needs; (d) the Class Member's need for integrated
719 treatment for mental illness and drug or alcohol dependence; (e) the Class Member's
720 prior treatment history in the community provided to Defendants by the Class
721 Member or other sources; and (f) the mental health care program's capacity and
722 willingness to accept the Class Member.

723 b. ***Appointments or Referrals for***
724 ***Incarcerated Class Members***

725 45. For each Class Member whose Release Date is known or becomes
726 known to Discharge Planning Staff at least one business day in advance of the Class
727 Member's release from incarceration, the Discharge Planning Staff shall (a) make an
728 appointment for the Class Member with the mental health care program or programs
729 identified in accordance with the criteria set forth in ¶ 44 above on the first date
730 available following the Class Member's Release Date, (b) orally advise the Class
731 Member of the time, date and place of the appointment, and (c) provide the Class
732 Member with an appointment card or other writing that includes the time, date and
733 place of the appointment.

734 46. For each Class Member whose Release Date is not known or does not
735 become known to Discharge Planning Staff at least one business day in advance of
736 the Class Member's release from incarceration, the Discharge Planning Staff shall (a)
737 refer the Class Member to the mental health care program or programs identified in
738 accordance with the criteria set forth in ¶ 44 above by (i) forwarding referral
739 information for the Class Member to such program or programs and (ii) obtaining to
740 the extent possible an agreement from such program or programs to accept the Class

741 Member; and (b) advise the Class Member, prior to the Class Member's Release
742 Date, both orally and in writing, of the identity and location of such mental health
743 care program or programs and the steps required of the Class Member to obtain
744 services from such program or programs. If the Class Member's Release Date later
745 becomes known to Discharge Planning Staff, the Discharge Planning Staff shall make
746 an appointment for the Class Member in accordance with ¶ 45 above.

747 c. *Appointments for Released Class Members*

748 47. Except as provided in ¶ 54 below, for each Class Member who
749 presents himself or herself at a SPAN Office within thirty days of his or her Release
750 Date, the SPAN Office Staff shall, during the Class Member's first visit to a SPAN
751 Office, (a) make an appointment or appointments for the Class Member on the next
752 available date with the mental health care program or programs identified in
753 accordance with the criteria set forth in ¶ 44 above, (b) orally advise the Class
754 Member of the time, date and place of the appointment or appointments, and (c)
755 provide the Class Member with an appointment card or other writing that includes the
756 time, date and place of the appointment or appointments.

757 48. SPAN Office Staff shall continue to attempt to place a Class Member
758 in a mental health treatment program or programs identified in accordance with the
759 criteria set forth in ¶ 44 above for up to thirty days after the Class Member presents
760 himself or herself to a SPAN Office, provided the Class Member initially presents
761 himself or herself to a SPAN Office within thirty days of his or her Release Date.

762 d. ***Follow-up for Seriously Mentally Ill Class Members***

763 49. Defendants shall contact the community mental health care program or
764 programs to which each Class Member designated as Seriously Mentally Ill was
765 referred or with which each such Class Member had an appointment to determine
766 whether the Class Member appeared at the program or programs. Defendants shall
767 perform such follow-up within three days of the scheduled appointment or the Class
768 Member's Release Date, as applicable; provided, however, that if the Class Member
769 has been accepted as a client of a LINK program, the LINK program shall perform
770 such follow up within five days. If Defendants determine that the Class Member did
771 not appear, Defendants shall use their best efforts for up to 30 days following the
772 Class Member's Release Date to contact the Class Member and schedule another
773 appointment.

774 **2. Access to Medication and Prescriptions**

775 50. As part of Discharge Planning, Defendants shall, in consultation with
776 mental health staff in the City Jails and prior to each Class Member's Release Date,
777 (a) assess each Class Member's need for continued psychotropic medication for
778 treatment of a Mental Illness ("psychotropic medication") following his or her
779 Release Date and (b) provide each Class Member assessed as needing continued
780 psychotropic medication following his or her Release Date with a supply of
781 medication(s) and/or prescription(s) as provided in this § II.H.2.

782 51. Unless and until Defendants record the following information in an
783 electronic database accessible to the Compliance Monitors, Defendants shall record in
784 each Class Member's Mental Health Record (a) the date on which the medication(s)

785 and/or prescription(s) provided pursuant to the following ¶ 52 and ¶ 54 were provided
786 to the Class Member; (b) the types of medication(s) and quantities thereof provided to
787 the Class Member; and (c) the types of medication(s) and quantities thereof covered
788 by prescription(s) provided to the Class Member.

789 a. ***Class Members Released Directly From City Jails***

790 52. Where clinically appropriate and except as provided in ¶ 56 below,
791 Defendants shall provide to each Class Member who is released from a City Jail and
792 is in need of continuing psychiatric medication (a) a 7-day supply of all psychotropic
793 medications that he or she had been receiving immediately prior to his or her Release
794 Date, and (b) a 14-day electronic prescription (“e-prescription”) for all such
795 medications, with one refill. Such supply of medication(s) shall be provided at the
796 time the Class Member leaves the City Jail facility from which he or she is being
797 released. Such e-prescription(s) shall be transmitted to a pharmacy by Defendants
798 after consultation with the Class Member and/or the Class Member’s treatment
799 program, and the Class Member shall be provided, in writing, the name and location
800 of the pharmacy to which the e-prescription has been transmitted, instructions for
801 filling the e-prescription, as well as instructions to visit SPAN if further assistance is
802 needed. If Defendants do not provide a Class Member with the medication(s) and/or
803 transmit e-prescription(s) as described herein, or if Defendants provide a Class
804 Member with medication(s) and/or transmit e-prescription(s) for periods shorter than
805 the time periods set forth in this ¶ 52, Defendants shall document the clinical reason
806 for denying that Class Member such medication(s) and/or e-prescription(s), or for
807 limiting the supply thereof.

808 53. For each Class Member who has been released from a City Jail and
809 who presents himself or herself to a SPAN Office within thirty days of his or her
810 Release Date and indicating any difficulty filling the prescription provided pursuant
811 to ¶ 52 above, SPAN Office Staff shall, if the Class Member so desires, contact CHS,
812 which shall transmit an e-prescription to a pharmacy selected by the Class Member or
813 located reasonably near to the SPAN Office or the Class Member’s post-incarceration
814 address, so that the Class Member may fill the prescription provided pursuant to ¶ 52
815 above.

816 **b. Class Members Released Directly From Court**

817 54. For each Class Member who is released from DOC custody directly
818 from a courthouse and who presents himself or herself at a SPAN Office within
819 fourteen (14) days of his or her Release Date, SPAN Office Staff shall take the
820 following steps to ensure that the Class Member has access to a supply of continuing
821 psychotropic medications, if clinically appropriate:

822 (i) On the date on which the Class Member presents himself or
823 herself at the SPAN Office, the SPAN Office Staff shall make
824 an appointment for the Class Member with a community clinic
825 or mental health treatment center that will, among other things,
826 conduct a psychiatric evaluation of the Class Member, assess
827 the Class Member’s need for continuing psychotropic
828 medication, and prescribe such medication if clinically
829 appropriate. Such appointment shall be scheduled to occur
830 within seven days of the date on which the Class Member
831 presents himself or herself at the SPAN Office, and the
832 community clinic or mental health treatment center with which
833 the appointment is made shall be located in the same borough
834 as the SPAN Office, unless the Class Member requests another
835 borough. Prior to the date of that appointment, the SPAN
836 Office Staff shall obtain relevant clinical information
837 concerning the Class Member from CHS and transmit that
838 information to the clinic or mental health treatment center.

839 (ii) On the date on which the Class Member presents himself or
840 herself at the SPAN Office, the SPAN Office Staff shall also
841 contact CHS, which shall, unless not clinically appropriate,
842 transmit an e-prescription to a pharmacy selected by the Class
843 Member or located reasonably near to the SPAN Office for a
844 clinically appropriate supply of all psychotropic medications
845 the Class Member had been receiving immediately prior to his
846 or her Release Date. The prescription provided pursuant to this
847 subparagraph 54 (ii) shall be sufficient to provide the Class
848 Member with a supply of psychotropic medications that will
849 last until the date of the scheduled appointment made pursuant
850 to subparagraph 54 (i) occurs or for 14 days, whichever date is
851 sooner. If CHS determines that providing the prescription
852 contemplated by this subparagraph 54 (ii) would not be
853 clinically appropriate, CHS shall document in detail the
854 reasons for such determination.

855 (iii) Defendants shall ensure that every Class Member on whose
856 behalf a prescription is provided pursuant to subparagraph 54
857 (ii) has the means to pay for the medication to be dispensed
858 under that prescription on the same day the Class Member
859 presents himself or herself at the SPAN Office.

860 55. For each Class Member who is released from DOC custody directly
861 from a courthouse and who presents himself or herself at a SPAN Office after his or
862 her Release Date, SPAN Office Staff shall (a) refer the Class Member to a
863 community clinic or mental health treatment center that (i) is in the same borough as
864 the SPAN Office, unless the Class Member requests another borough, and (ii) agrees
865 to see the Class Member promptly to assess his or her need for a prescription for
866 psychotropic medications; and (b) facilitate the transmission of all relevant clinical
867 information regarding the Class Member from Defendants to such community clinic
868 or mental health treatment center. SPAN Office Staff shall also, where practicable,
869 escort each such Class Member to the community clinic or mental health treatment

870 center or arrange transportation, which may be provided by the healthcare provider,
871 from the SPAN Office to the community clinic or mental health treatment center.

872 c. ***Class Members Accepted Into***
873 ***Residential Treatment Programs***

874 56. For a Class Member who is accepted into a residential treatment
875 program prior to his or her Release Date, Defendants will provide to the program, on
876 the Class Member's Release Date, the supply of medication(s) that such treatment
877 program requires the Class Member to have at the time of intake to the treatment
878 program and an active MGP card, as described in § II.H.3.d below. Such provision of
879 medication to the residential treatment program shall be instead of, and not in
880 addition to, the medication provided to Class Members released directly from City
881 Jails pursuant to ¶ 52 above.

882 **3. Access to Medicaid and**
883 **Medication Grant Program Benefits**

884 57. As part of Discharge Planning, Defendants shall use their best efforts
885 to ensure that each Class Member who is eligible for Medicaid benefits shall have
886 either (a) unsuspended Medicaid benefits within four (4) business days of his or her
887 Release Date, or (b) activated Medicaid benefits within seven (7) business days of his
888 or her Release Date as set forth in paragraph 64.1 below. For each Class Member
889 who is in need of and appears potentially eligible for Medicaid benefits, Defendants
890 shall use their best efforts to ensure that each such Class Member has a submitted and
891 pending Medicaid application, and access to Medication Grant Program benefits on
892 his or her Release Date, as set forth respectively in ¶¶ 63-65 and ¶¶ 69-74.

893 57.1. Without limiting the generality of ¶ 57 above, the Parties acknowledge
894 that Defendants' responsibility for the administration of the Medicaid program is
895 subject to the laws, regulations and rules governing the Medicaid program, including,
896 but not limited to, NY Social Services Law § 365-n[1], which governs the transfer of
897 administration of the Medicaid program from the New York City Human Resources
898 Administration to the New York State Department of Health.

899 58. [Removed]

900 59. The process of determining each Class Member's eligibility for
901 Medicaid (the "Pre-Screening Process") shall be completed for each Class Member
902 who is incarcerated on the date on which his or her CTP is completed.

903 60. For each Class Member who is released from DOC custody prior to
904 completion of the CTP and who appears at a SPAN Office within 30 days after his or
905 her Release Date, SPAN Office Staff shall initiate and complete the Pre-Screening
906 Process during the Class Member's initial visit to a SPAN Office.

907 60.1. In the case of Class Members with Medicaid coverage that has been
908 suspended during incarceration in a City Jail pursuant to Social Services Law
909 § 366[1-a], Defendants shall take reasonable steps within their control to ensure that
910 each such Class Member's Medicaid coverage is unsuspended within four (4)
911 business days of discharge from a City Jail.

912 61. [Removed]

913 62. [Removed]

914 63. In the case of Class Members without Medicaid coverage (i.e., no
915 Medicaid coverage that is either active or suspended during incarceration pursuant to

916 Social Services Law § 366[1-a]), Discharge Planning Staff or SPAN Office Staff, as
917 applicable, shall assist each Class Member who is assessed as potentially eligible for
918 Medicaid benefits in securing necessary documentation for and in completing and
919 submitting an application for Medicaid to HRA for processing in accordance with
920 HRA regulations.

921 64. For each incarcerated Class Member described in ¶ 63 above,
922 Discharge Planning Staff shall (a) complete a Medicaid application within six
923 business days of the completion of the CTP and (b) submit such application to HRA
924 within two business days of the completion of such application.

925 64.1. Defendants shall take reasonable steps within their control to ensure
926 that each Class Member whose Medicaid application is submitted during his or her
927 incarceration in a City Jail and who is found eligible for Medicaid shall receive
928 Medicaid within seven business days of discharge from a City Jail.

929 65. For each Class Member described in ¶ 63 above who is released from
930 DOC custody before a Medicaid application has been completed and submitted to
931 HRA on his or her behalf, SPAN Office Staff shall assist in securing necessary
932 documentation for, and shall complete and submit a Medicaid application to HRA
933 during the Class Member's initial visit to a SPAN Office.

934 66. [Removed]

935 67. [Removed]

936 68. [Removed]

937 69. Discharge Planning Staff or SPAN Office Staff, as applicable, shall
938 enroll in the Medication Grant Program each Class Member who appears eligible for

939 Medicaid, and has a pending new Medicaid application, and whose Medicaid benefits
940 are not active as of the Class Member's Release Date. Defendants shall provide to
941 each Class Member enrolled in the Medication Grant Program an active MGP card at
942 the time of his or her enrollment. If the MGP card cannot be activated at the time of
943 enrollment because of the unavailability of the New York State vendor that
944 administers MGP, Defendants (a) shall provide an MGP card to the Class Member on
945 the day he or she is enrolled in MGP, (b) shall cause the MGP card to be activated on
946 the next business day with no further action required on the part of the Class Member,
947 and (c) shall ensure that the Class Member has a means to pay for any psychotropic
948 medications that the Class Member requires prior to and until the activation of the
949 MGP card.

950 69.1 Defendants shall use best efforts to secure necessary approvals from
951 the New York State Department of Health to enroll in the Medication Grant Program
952 those Class Members whose existing Medicaid benefits are being unsuspending
953 pursuant to Social Services Law § 336[1-a] and shall confer with the Compliance
954 Monitors at least every six months regarding their efforts to implement such a system.

955 70. For each Class Member described in ¶ 69 above who is released from
956 incarceration from a City Jail, or from court with prior notice, and for whom the Pre-
957 Screening Process was completed more than three business days prior to his or her
958 Release Date, Discharge Planning Staff (a) shall enroll the Class Member in the
959 Medication Grant Program on or before his or her Release Date; (b) shall provide an
960 MGP card to the Class Member on or before his or her Release Date; and (c) shall

961 complete and submit a Medicaid application on behalf of the Class Member in
962 accordance with ¶¶ 63-65 above.

963 71. For each Class Member described in ¶ 69 above who is released from
964 incarceration from a City Jail before the Pre-Screening Process has been completed,
965 less than three business days after completion of his or her Pre-Screening Process, or
966 directly from court without prior notice, SPAN Office Staff (a) shall enroll the Class
967 Member in the Medication Grant Program during his or her initial visit to a SPAN
968 Office; (b) shall provide an MGP card to the Class Member during his or her initial
969 visit to a SPAN Office; and (c) shall complete a Medicaid application on behalf of the
970 Class Member in accordance with ¶¶ 63-65 above during his or her initial visit to a
971 SPAN Office, and cause that Medicaid application to be submitted to HRA on behalf
972 of the Class Member within two business days.

973 72. Upon a Class Member's enrollment in the Medication Grant Program,
974 Discharge Planning Staff or SPAN Office Staff, as applicable, shall provide the Class
975 Member with literature, to be approved by Class Counsel, explaining how to use the
976 MGP card and providing (a) a list of the five largest pharmacy chains in the New
977 York City area that will accept MGP cards and (b) the addresses of each outlet of
978 such chains located in the borough in which the SPAN Office is located.

979 73. Plaintiffs acknowledge (a) that a Class Member's eligibility for the
980 Medication Grant Program is dependent on the Class Member submitting a Medicaid
981 application prior to or within seven days of his or her Release Date, and (b) that such
982 eligibility remains in effect until such time as HRA activates the Class Member's
983 Medicaid benefits.

984 74. The Parties acknowledge that the Medication Grant Program is
985 administered by the State of New York and is subject to repeal or modification. In
986 the event the State of New York repeals or modifies the Medication Grant Program
987 during the period this Agreement is in effect, Defendants will implement a system to
988 provide Class Members with equivalent benefits that are consistent with the terms of
989 this Agreement. The Parties agree to work in good faith to design and implement
990 such a system if necessary.

991 **4. Public Assistance and SNAP Benefits**

992 75. As part of Discharge Planning, Defendants, prior to each Class
993 Member's Release Date, (a) shall assess the ability of each Class Member determined
994 to be Seriously Mentally Ill to pay for essentials such as food, clothing and housing
995 following his or her release from incarceration and (b) shall use their best efforts to
996 secure necessary documentation for and complete and submit relevant application(s)
997 for Public Assistance and SNAP benefits on behalf of each such Class Member so
998 that such benefits will be available on the Class Member's first visit to an HRA Job
999 Center after his or her Release Date.

1000 76. The obligations set forth in this § II.H.4 shall apply only to Class
1001 Members determined or deemed to be Seriously Mentally Ill, and use of the term
1002 "Class Members" in this § II.H.4 shall refer only to Class Members determined or
1003 deemed to be Seriously Mentally Ill.

1004 77. Appropriate employees of Job Centers operated by HRA shall receive
1005 training regarding the public benefits needs of the Class and an explanation of HRA's
1006 obligations to Class Members pursuant to this Settlement Agreement.

1007 78. Defendants shall assist each Class Member who appears potentially
1008 eligible for Public Assistance or SNAP to secure necessary documentation for a
1009 Public Assistance and SNAP application and (a) shall assist the Class Member such
1010 that the Public Assistance and SNAP application shall be completed within three
1011 business days of the completion of each such Class Member’s CTP and (b) shall
1012 submit to HRA such application within two business days of its completion. A Public
1013 Assistance and SNAP application to be submitted on behalf of a Class Member shall
1014 include a written request to be completed by the Class Member that his or her
1015 application be pended as described in ¶¶ 79 - 80 below. HRA shall register such
1016 application on the same day it receives the application.

1017 79. If a Class Member remains incarcerated 45 days after HRA has
1018 registered his or her Public Assistance and SNAP application, HRA shall defer any
1019 determination with respect to such application for an additional 45 days or until the
1020 Class Member appears at a Job Center, whichever date is earlier (the “Pending
1021 Period”).

1022 80. If, at the end of the Pending Period, the Class Member remains
1023 incarcerated in a City Jail, Defendants shall assist the Class Member in promptly
1024 completing and submitting another Public Assistance and SNAP application.
1025 Defendants shall begin another Pending Period and shall continue this process until
1026 the Class Member is no longer incarcerated in a City Jail.

1027 80.1. If a Class Member’s Public Assistance or SNAP application is
1028 submitted more than five business days after the completion of the Class Member’s
1029 CTP but at least 45 days before discharge, the application shall be considered timely.

1030 81. If a Class Member is released (a) after his or her application for Public
1031 Assistance and SNAP was registered by HRA and (b) before the conclusion of the
1032 Pending Period, the Class Member shall be required to make one visit each to a Job
1033 Center and the New York State vendor who supplies EBT cards to activate his or her
1034 Public Assistance or SNAP benefits. The visits described in this ¶ 81 shall be the
1035 only visits required to activate a Class Member's Public Assistance and/or SNAP
1036 benefits after his or her Release Date, and, if the Class Member is determined to be
1037 eligible for Public Assistance and/or SNAP benefits, such benefits shall be
1038 immediately available upon completion of the visits described in this ¶ 81; provided,
1039 however, that if additional documentation is necessary to complete the Class
1040 Member's Public Assistance and SNAP application, additional visits to a Job Center
1041 may be required.

1042 81.1 If a Class Member appears at a Job Center within 30 days of his or her
1043 Release Date and is found eligible for SNAP benefits, the Class Member will receive
1044 SNAP benefits retroactive to his or her Release Date. If the Class Member appears at
1045 a Job Center more than 30 days after his or her Release Date, the Class Member shall
1046 receive assistance in submitting a Public Assistance and SNAP application, if one has
1047 not already been submitted, and if found eligible for SNAP benefits, the Class
1048 Member will receive those benefits from the date the Class Member submitted an
1049 application.

1050 82. If an application for Public Assistance and SNAP has not been
1051 submitted on behalf of a Class Member before his or her Release Date, HRA Staff,
1052 upon the Class Member's first visit to a Job Center following his or her Release Date,

1053 or SPAN Office Staff, upon the Class Member's first visit to a SPAN Office
1054 following his or her Release Date, shall assist each such Class Member to secure
1055 necessary documentation for a Public Assistance and SNAP application and shall
1056 complete and arrange to have submitted to HRA a Public Assistance and SNAP
1057 application for the Class Member.

1058 83. For each Class Member who applies for Public Assistance and SNAP
1059 prior to or within 30 days after his or her Release Date, HRA (a) shall delay any
1060 requirement to participate in a BEV interview for six months and (b) shall refer the
1061 Class Member to WeCARE to undergo an evaluation. Defendants shall ensure that
1062 the entire mental health evaluation at WeCARE, including evaluation by a
1063 psychiatrist sufficient to determine the impact of the Class Member's psychiatric
1064 condition on his or her ability to participate in work activities as further described in
1065 the New York Social Services Law § 336 and New York State Department of Social
1066 Services regulations ("work activities"), occurs on the Class Member's first visit to
1067 WeCARE. Class Members exempted from or limited in their participation in work
1068 activities as a result of this evaluation shall not be required to attend any additional
1069 appointments at WeCARE during the time that such exemption or limitation is in
1070 effect, except that such Class Members shall be required to comply with non-work
1071 related appointments at WeCARE. Class Members found at this examination to be
1072 partially or completely able to participate in work activities but who also wish to be
1073 evaluated for medical conditions or physical disabilities that potentially limit their
1074 ability to participate in work activities may be required to return to WeCARE for
1075 assessment of such medical conditions or disabilities.

1076 84. Defendants' obligations related to SNAP benefits pursuant to this
1077 stipulation are subject to a waiver obtained by the New York State Office of
1078 Temporary and Disability Assistance (OTDA) from the U.S. Department of
1079 Agriculture that allows Discharge Planners to apply for SNAP benefits for Class
1080 Members while incarcerated. Prior to the expiration of the waiver, Defendants shall
1081 use best efforts to have the waiver renewed, which requires further approvals from
1082 Federal and State officials. Should the waiver expire, Defendants shall use best
1083 efforts to have the waiver reinstated, which similarly requires further approvals from
1084 Federal and State officials. Defendants shall confer with the Compliance Monitors at
1085 least every six months regarding their efforts to implement or reinstate the waiver.

1086 85. HRA staff, upon the Class Member's first visit to a Job Center
1087 following his or her Release Date, shall (a) assess the Class Member's need and
1088 eligibility for Emergency Benefits; (b) provide whatever Emergency Benefits the
1089 Class Member needs and is entitled to; and (c) if Emergency Benefits are not
1090 provided, document the reasons for the denial of Emergency Benefits.

1091 86. [Removed]

1092 87. Defendants shall assess Class Members' eligibility for SSI, SSD, other
1093 Social Security Benefits and Veterans Administration Benefits, and shall assist Class
1094 Members in obtaining such benefits.

1095 **5. Housing**

1096 88. As part of Discharge Planning, Defendants, prior to each Class
1097 Member's Release Date, shall assess each Class Member's need for appropriate
1098 housing following his or her release from incarceration and shall use their best efforts

1099 to ensure that each Class Member is placed in appropriate housing arrangements
1100 following his or her release from incarceration.

1101 a. ***Placement in Supportive Housing***

1102 89. If Defendants determine that a Class Member will be in need of
1103 Supportive Housing following his or her release from incarceration, Discharge
1104 Planning Staff or SPAN Office Staff, as appropriate, shall complete an HRA 2010e
1105 Application on behalf of the Class Member and, upon approval of the HRA 2010e
1106 Application, shall cause the approved application and all other necessary documents
1107 to be submitted to appropriate housing providers and/or the SPOA Agency.
1108 Discharge Planning Staff or SPAN Office Staff, as appropriate, shall use best efforts
1109 to complete and submit the HRA 2010e Application and ensure that best efforts are
1110 used in attempting to obtain an appropriate housing placement for the Class Member
1111 prior to the Class Member's Release Date.

1112 90. If a Class Member is determined to be in need of Supportive Housing
1113 but is released from incarceration in a City Jail before (a) the completion of his or her
1114 HRA 2010e Application; (b) HRA's approval of the Class Member's HRA 2010e
1115 Application; (c) the submission of the Class Member's approved HRA 2010e
1116 Application to housing providers and/or the SPOA Agency; or (d) acceptance of the
1117 Class Member by an appropriate housing provider, Discharge Planning Staff shall
1118 ensure that the individual who has primary responsibility for ongoing coordination of
1119 the Class Member's care following his or her Release Date receives all materials
1120 created or collected on behalf of the Class Member during his or her incarceration

1121 that can assist in the completion and submission of the HRA 2010e Application
1122 and/or that are necessary to secure appropriate housing for the Class Member.

1123 91. For purposes of the immediately preceding ¶ 90, the individual who
1124 has “primary responsibility for ongoing coordination of the Class Member’s care” is,
1125 depending on the Class Member’s circumstances, (a) a staff member at the
1126 community-based mental health care program to which the Class Member has been
1127 referred, (b) the Class Member’s ICM, SCM, ACT or LINK worker, (c) SPAN Office
1128 Staff, provided the Class Member presents himself or herself to a DHS shelter or
1129 SPAN Office within thirty days after being released from incarceration at a City Jail,
1130 and/or (d) appropriate staff at a Program Shelter where the Class Member resides
1131 while awaiting a housing placement. Defendants shall use best efforts to promptly
1132 determine the identity of this individual and record the name of this individual in the
1133 Class Member’s Mental Health Record. In the event that it is not feasible, despite
1134 Defendants’ best efforts, to identify any such individual, Defendants shall record in
1135 the Class Member’s Mental Health Record the name of the entity (identified from
1136 among the entities listed in this ¶ 91 of this Agreement) having “primary
1137 responsibility for ongoing coordination of the Class Member’s care.”

1138 92. For a Class Member whose HRA 2010e Application has been
1139 submitted to a housing provider and/or to the SPOA Agency but who has not obtained
1140 a placement in a Supportive Housing program by his or her Release Date, Defendants
1141 shall promptly provide to housing providers and/or to the SPOA Agency any
1142 information in Defendants’ possession requested to assist in the placement of the
1143 Class Member in appropriate housing.

1166 96. DHS shall use best efforts to place a sentenced Class Member directly
1167 in a designated Program Shelter or Mental Health Program Shelter on his or her
1168 Release Date, provided that (a) DHS has determined that further assessment is not
1169 necessary after review of the information obtained by Defendants during the Class
1170 Member's incarceration, (b) a bed at such a shelter is available on the Class
1171 Member's Release Date, and (c) the Class Member arrives at the DHS Shelter on his
1172 or her Release Date prior to the facility's curfew hour, presently 10:00 p.m.
1173 Designated DHS staff shall monitor placement of Class Members not placed directly
1174 into a Program Shelter or Mental Health Program Shelter and will use best efforts to
1175 facilitate the placement of such Class Members in such shelters. Class Members who
1176 are determined to be Seriously Mentally Ill shall be presumptively eligible for
1177 placement in a Program Shelter or Mental Health Program Shelter.

1178 97. Plaintiffs understand that any Class Member who had not previously
1179 been enrolled in the DHS Shelter System will be required to first appear at a DHS I/A
1180 Shelter for adults prior to being placed directly in a designated Program Shelter or
1181 Mental Health Program Shelter in accordance with this § II.H.5.b. For Class
1182 Members who are determined to be Seriously Mentally Ill and who have not
1183 previously been enrolled in the DHS Shelter System, Defendants shall provide
1184 transportation to an I/A Shelter and then to a Program Shelter in accordance with §
1185 II.H.6 below.

1186 98. The obligations set forth in this § II.H.5.b shall not apply to any Class
1187 Member who seeks shelter from DHS more than thirty days after his or her Release
1188 Date.

1189 99. Nothing herein is intended to limit a Class Member’s rights pursuant
1190 to the consent judgment in *Callahan v. Carey*, Index No. 42582/79 (Sup. Ct. N.Y. Co.
1191 Aug. 26, 1981) (Wallach, J.), or to limit a Class Member’s entitlement to any Public
1192 Benefits and/or Emergency Benefits for which he or she may qualify under Social
1193 Services Law § 133 and the regulations and administrative directives of the New
1194 York Office of Temporary Disability Assistance.

1195 c. ***Follow-up for Seriously Mentally Ill Class Members***

1196 100. Defendants shall use best efforts to contact each Class Member who
1197 has been determined to be SMI within three days of his or her release from a City Jail
1198 to determine whether the Class Member’s housing is clinically adequate and
1199 appropriate for his or her needs, and, if needed, shall offer to provide further
1200 assistance in securing appropriate housing; provided, however, that if the Class
1201 Member has been accepted as a client of a LINK program, the LINK program shall
1202 perform such follow up and assistance within five days.

1203 **6. Transportation**

1204 101. Defendants shall provide each Class Member released from
1205 incarceration in a City Jail, except Class Members released from incarceration on bail
1206 or pursuant to other court orders requiring that they be released immediately, and who
1207 Defendants have determined to be Seriously Mentally Ill, with transportation from the
1208 City Jail (a) to the Class Member’s residence in the community or (b) to a temporary
1209 emergency shelter or I/A Shelter and then to the DHS Shelter in which the Class
1210 Member is placed.

1211 102. Defendants shall provide each Class Member who is released from
1212 court and who Defendants have determined to be Seriously Mentally Ill with
1213 transportation from the SPAN Office (a) to the Class Member's residence in the
1214 community, or (b) to a temporary emergency shelter or I/A Shelter and then to the
1215 DHS Shelter in which the Class Member is placed.

1216 103. The obligations set forth in this § II.H.6 shall apply only if the Class
1217 Member wishes to accept the transportation services offered.

1218 **I. Class Members Who Appear at a SPAN Office**
1219 **More than Thirty Days After Their Release Date**

1220 104. For each Class Member who presents himself or herself at a SPAN
1221 Office more than thirty days after his or her Release Date, SPAN Office Staff shall
1222 make reasonable efforts to make an appointment with community agencies or
1223 organizations for further assistance as appropriate.

1224 **III. SETTLEMENT IMPLEMENTATION**

1225 105. Defendants shall complete the implementation of all aspects of this
1226 Settlement Agreement no later than the Implementation Date, which shall be the date
1227 60 days after the date on which the Court enters a Final Order and Judgment, as
1228 provided in § VIII below.

1229 106. If any of the systems to provide Discharge Planning as contemplated
1230 by this Agreement is not in place by the Implementation Date, Defendants shall, by
1231 that date, provide Class Counsel with a written report describing all services and/or
1232 systems that are not yet available, the reason they are not yet available, and the date
1233 on which they are expected to become available. The report provided by Defendants

1234 in accordance with this ¶ 106, if any, shall not constitute compliance with the terms of
1235 the Settlement Agreement, nor shall the receipt or non-receipt of such report preclude
1236 Plaintiffs and Class Counsel from taking any steps necessary to enforce the provisions
1237 of this Agreement.

1238 107. Defendants shall, no later than the Implementation Date, adopt all
1239 manuals, policy and procedure documents, directives, training materials, and other
1240 similar documents required to implement this Settlement Agreement. Defendants
1241 shall provide Class Counsel with an opportunity to review and comment on such
1242 documents in accordance with ¶ 128 hereof. To the extent that Defendants have
1243 adopted any such documents before the Execution Date, Defendants shall provide
1244 copies of such documents to Class Counsel within five days of the Execution Date
1245 and shall provide Class Counsel with an opportunity to review and comment on such
1246 documents in accordance with ¶ 128 hereof.

1247 **IV. MONITORING**

1248 **A. Selection and Appointment of Compliance Monitors**

1249 108. Subject to the provisions of this Section IV, Class Counsel and
1250 Defendants' Counsel shall each designate one of two Compliance Monitors. Class
1251 Counsel and Defendants' Counsel shall then jointly move the Court for an Order
1252 appointing those Compliance Monitors and providing them with the authority,
1253 consistent with the terms of this Agreement, to monitor the provision of Discharge
1254 Planning in City Jails and Defendants' compliance with the terms of this Agreement.
1255 In the event of (a) the death, resignation, or unforeseen permanent or temporary
1256 unavailability of either Compliance Monitor, or (b) the Court's refusal to appoint

1257 either Compliance Monitor, the Counsel who designated that Compliance Monitor
1258 may designate a replacement, who shall also then be appointed by the Court in
1259 accordance with the procedures set forth in this Section IV.

1260 109. Each Compliance Monitor shall be either (a) a licensed and board
1261 certified physician who has been so licensed and certified for at least five years
1262 immediately preceding the date of his or her appointment and has at least five years'
1263 experience providing, evaluating, or consulting with respect to mental health care for
1264 people with serious mental illness or (b) a social worker who has a Masters degree in
1265 social work, has at least three years of mental health discharge planning experience
1266 and has at least two years of managerial or supervisory experience.

1267 110. Except with the consent of Class Counsel, no person who presently
1268 has, or has within the past five years had, a business relationship with any Defendant
1269 or with any medical or mental health care provider under contract with any Defendant
1270 may act as a Compliance Monitor.

1271 111. Except with the consent of Defendants' Counsel, no person who
1272 presently has, or has within the past five years had, a business relationship with
1273 Debevoise & Plimpton, the Urban Justice Center or New York Lawyers for the Public
1274 Interest, Inc. may act as a Compliance Monitor.

1275 112. The Parties shall endeavor in good faith to agree on the identity of the
1276 Compliance Monitors and to designate Compliance Monitors who are mutually
1277 acceptable to one another. If, however, any Party objects to the Compliance Monitor
1278 designated by another Party and the non-objecting Party refuses to designate an
1279 alternate Compliance Monitor, the objecting Party may apply to the Court to prevent

1280 the appointment of the Compliance Monitor based on any of the grounds set forth in
1281 ¶114 below.

1282 113. Class Counsel and Defendants' Counsel shall move the Court for an
1283 Order appointing the Compliance Monitors so that they can begin the performance of
1284 their duties pursuant to this Settlement Agreement no later than the Implementation
1285 Date.

1286 114. Any Party may apply to the Court for the removal of either
1287 Compliance Monitor at any time. Such removal shall require a showing by
1288 persuasive evidence of (a) corruption, nonfeasance or bias by the Compliance
1289 Monitor; (b) failure to meet the qualifications set forth in ¶¶ 109 - 111 above; or (c) a
1290 failure to perform his or her duties pursuant to this Agreement. If the Court finds that
1291 the Compliance Monitor should be removed, the Party who designated that
1292 Compliance Monitor shall designate a replacement in accordance with the
1293 requirements of ¶¶ 109 - 111 above, who shall then be appointed by the Court in
1294 accordance with the procedures set forth in this § IV.

1295 **B. Costs of Monitoring**

1296 115. Defendants shall pay the Compliance Monitors and any staff or
1297 employees deemed reasonably necessary by the Compliance Monitors at rates to be
1298 agreed upon by the Compliance Monitors and the Parties. Such rates shall take into
1299 consideration each Compliance Monitor's usual and customary rate and the City's
1300 usual and customary contracting practices. Defendants shall also reimburse the
1301 Compliance Monitors for any costs and expenses reasonably incurred in the
1302 performance of their duties pursuant to this Settlement Agreement.

1303 116. The Parties and each Compliance Monitor shall endeavor in good faith
1304 to resolve any dispute regarding the hourly rate to be paid each Compliance Monitor
1305 or the reasonableness of any fees, costs or expenses incurred by either Compliance
1306 Monitor. Failing such resolution, the Parties shall refer the dispute to the Court for
1307 resolution.

1308 117. Defendants shall provide the Compliance Monitors with any
1309 equipment that the Compliance Monitors deem reasonably necessary to perform their
1310 duties. Each Compliance Monitor shall return such equipment to Defendants at the
1311 conclusion of his or her duties pursuant to this Agreement.

1312 **C. Scope and Method of Monitoring**

1313 118. The Compliance Monitors and any staff or employees working at their
1314 direction shall have reasonable access to people, places and things relevant to the
1315 provision of Discharge Planning pursuant to this Agreement, as set forth in greater
1316 detail below. The principal means of monitoring shall be access to documents and
1317 records, including those stored electronically; access to Class Members; and
1318 observation of training sessions; provided, however, the Compliance Monitors shall
1319 also have access to facilities and staff described below as the Compliance Monitors
1320 deem reasonably necessary to determine whether Defendants are complying with the
1321 terms of this Settlement Agreement.

1322 119. Either Party may contest any action taken or proposed by the
1323 Compliance Monitors pursuant to § IV of this Agreement as being beyond the scope
1324 of their authority under this Agreement, or as being unreasonable. Such challenges
1325 shall be raised by the contesting Party promptly after such action is taken or

1326 proposed, and the Parties shall confer in good faith to resolve such disputes. Failing
1327 such resolution, the contesting Party may seek an order from the Court enjoining,
1328 prohibiting or limiting such action, and the contesting Party shall bear the burden of
1329 production and persuasion on its motion.

1330 **1. Access to Records**

1331 120. The Compliance Monitors shall have access to all documents and
1332 information, including records stored electronically, maintained by Defendants and/or
1333 their agents or contractors that are reasonably necessary, in the judgment of the
1334 Compliance Monitors, to determine whether Defendants are complying with the
1335 terms of this Settlement Agreement. The documents and information to which the
1336 Compliance Monitors shall have access pursuant to this § IV.C.1 shall include, but
1337 are not limited to, (a) all records generated by Defendants and their contractors in the
1338 course of providing Discharge Planning for Class Members, and (b) Class Members'
1339 Mental Health Records and medical records related to mental health treatment in the
1340 possession of Defendants and their contractors.

1341 121. Defendants shall, if feasible, provide records requested by the
1342 Compliance Monitors pursuant to ¶ 120 above to the Compliance Monitors within
1343 five business days of each such request; provided, however, that Defendants shall
1344 respond to any request by the Compliance Monitors for records regarding the
1345 provision of Discharge Planning to any individual Class Member within 48 hours.

1346 122. The Compliance Monitors shall also be entitled to request and receive
1347 samples of the Mental Health Records and medical records related to mental health
1348 treatment of Class Members having certain characteristics or receiving certain

1349 services; provided, however, that the Compliance Monitors shall request only those
1350 record samples that they deem reasonably necessary to monitor Defendants'
1351 compliance with this Agreement. Defendants may object to any request for a
1352 particular sample in accordance with this ¶ 122 on the grounds that the compilation of
1353 the sample would be unduly burdensome. The Parties shall endeavor in good faith to
1354 resolve any such objections. Failing such resolution, the Parties reserve the right to
1355 seek a ruling from the Court as to such objections.

1356 **2. Access to Computer Systems**

1357 123. Defendants shall provide the Compliance Monitors and such other
1358 staff or employees as the Compliance Monitors may designate (a) with read-only
1359 access to the Discharge Planning MIS and DHS Database, and (b) to such information
1360 pertaining to Class Members derived from the IIS, the DHS Database, WMS and
1361 other HRA computer systems as may be necessary to monitor Defendants'
1362 compliance with this Agreement.

1363 124. The Compliance Monitors shall develop a form of report to be run
1364 from the Discharge Planning MIS and the DHS Database and provided by Defendants
1365 to the Compliance Monitors on a monthly basis sufficient to assist the Compliance
1366 Monitors in monitoring Defendants' compliance with their obligations under this
1367 Agreement. Defendants further agree promptly to provide the Compliance Monitors
1368 with any other reports requested by the Compliance Monitors that can be generated
1369 by the Discharge Planning MIS and DHS Database, and, if necessary to monitor
1370 Defendants' compliance with this Agreement, other computer systems enumerated in

1371 ¶ 123 above, if Defendants can do so without any modification of the software or
1372 hardware used to operate such systems.

1373 125. The Discharge Planning MIS will contain the data fields listed in
1374 Exhibit A. Defendants agree to update the Discharge Planning MIS as necessary, in a
1375 timely manner, so that it accurately reflects current information for each Class
1376 Member.

1377 126. The Parties acknowledge that it may be appropriate for the
1378 configuration of the Discharge Planning MIS to change during the course of
1379 implementation of this Settlement Agreement. The Compliance Monitors may
1380 therefore request that Defendants add, delete or modify data fields or other aspects of
1381 the Discharge Planning MIS as necessary to monitor Defendants' compliance with
1382 this Agreement. Defendants shall, if feasible, implement such requests or provide the
1383 Compliance Monitors with an explanation of why such requests are not implemented.

1384 3. Access to Manuals

1385 127. Until the monitoring period is terminated pursuant to § XIV,
1386 Defendants shall provide the Compliance Monitors with at least 14 days to review
1387 and comment on (a) all new manuals, policy and procedure documents, directives,
1388 training materials, and other similar documents, regardless of name, that concern the
1389 provision of Discharge Planning to Class Members; and (b) all draft revisions to and
1390 proposed revocations of any existing manuals, policy and procedure documents,
1391 directives, training materials, and other similar documents, regardless of name, that
1392 concern the provision of Discharge Planning to Class Members, before such
1393 documents, revisions or revocations are finalized and regardless of whether those

1394 documents are generated by Defendants or a contractor to Defendants. Defendants
1395 shall provide the Compliance Monitors with finalized versions of all such documents,
1396 revisions, and revocations within seven days after each of them is finalized. All such
1397 materials in existence on the date on which the Compliance Monitors are appointed
1398 by the Court shall be provided to the Compliance Monitors by Defendants within
1399 seven days of the date of the Order appointing the Compliance Monitors.

1400 128. Until appointment of the Compliance Monitors as provided in § IV.A
1401 above, Defendants shall provide the materials described in ¶ 127 above to Class
1402 Counsel for their review and comment at least 14 days before such materials are
1403 finalized.

1404 129. Defendants shall not be required to accept any recommendation of the
1405 Compliance Monitors or Class Counsel pursuant to ¶ 107 and ¶¶ 127 - 128 above;
1406 provided, however, that Defendants shall notify the Compliance Monitors and Class
1407 Counsel if Defendants reject any such recommendation within seven days after such
1408 recommendation was received by Defendants.

1409 **4. Access to Class Members**

1410 130. The Compliance Monitors may, with Class Members' consent,
1411 conduct interviews with incarcerated Class Members or groups of Class Members in
1412 the same degree of auditory privacy afforded inmates when meeting with their
1413 attorneys and in a manner consistent with reasonable DOC security concerns and the
1414 reasonable operational concerns of CHS and its medical care vendor. Defendants
1415 shall allow such interviews to take place in all facilities where Discharge Planning

1416 occurs in City Jails or where Class Members receive Discharge Planning, including
1417 the Jail Treatment Locations.

1418 **5. Access to Training**

1419 131. Defendants shall provide the Compliance Monitors with reasonable
1420 advance notice of training sessions for Defendants' employees and all other
1421 individuals involved in providing the Discharge Planning contemplated by this
1422 Agreement. The Compliance Monitors may observe all such sessions and provide
1423 comments and recommendations.

1424 **6. Access to Areas where Discharge Planning is Performed**

1425 132. Defendants shall ensure that the Compliance Monitors have physical
1426 access to all Jail Treatment Locations and all Discharge Planning Facilities, including
1427 the Community Referral Unit, Benefits Unit, and SPAN Offices. Such access shall be
1428 arranged through Defendants' Counsel on reasonable advance notice and, unless
1429 otherwise arranged, shall occur between 9:00 a.m. and 5:00 p.m.

1430 133. The Compliance Monitors shall be allowed to conduct interviews with
1431 Class Members during visits to the areas and offices described in ¶ 132 above, subject
1432 to Class Members' consent and the facilities' space availability and normal
1433 operations.

1434 134. Subject to ¶ 118, the Compliance Monitors' access to any location in a
1435 City Jail may be limited only due to Defendants' reasonable security or operational
1436 concerns.

1437 **7. Access to Staff**

1438 135. The Compliance Monitors may conduct interviews with employees of
1439 CHS and its medical care vendor and SPAN Office Staff and any other employees
1440 who are otherwise providing services or benefits to Class Members in Discharge
1441 Planning Facilities. The Compliance Monitors may also conduct interviews with
1442 employees of other Defendant Agencies, including but not limited to DOC, DHMH,
1443 HRA, any Job Center operated by HRA, DHS, WeCARE, LINK, the transportation
1444 vendor engaged to provide services pursuant to this Agreement, and employees of
1445 sub-contractors of these entities, provided the Compliance Monitors articulate a
1446 reason why such interviews are reasonably necessary to determine whether
1447 Defendants are complying with the terms of this Settlement Agreement. Defendants
1448 and Defendants' Counsel hereby specifically authorize the Compliance Monitors to
1449 conduct such interviews.

1450 136. The Compliance Monitors shall arrange interviews described in ¶ 135
1451 above through Defendants' Counsel and shall provide reasonable advance notice of
1452 all interviews. Defendants' Counsel will promptly arrange and facilitate all such
1453 interviews, at the location of the employee's choosing.

1454 137. Defendants shall use best efforts, consistent with the City's
1455 employment obligations, to ensure that the persons and entities identified in ¶ 135
1456 above cooperate with the Compliance Monitors and respond directly and promptly to
1457 all oral or written inquiries and/or requests related to the monitoring of Defendants'
1458 compliance with this Settlement Agreement.

1459 138. The Compliance Monitors agree to maintain the confidentiality of the
1460 identity of each person interviewed pursuant to this § IV.C.7 unless (a) the person
1461 interviewed consents to having his or her identity revealed or (b) revealing the
1462 identity of the person interviewed to Class Counsel, Defendants' Counsel and/or the
1463 Court is necessary to enforce the terms of this Settlement Agreement. Any person's
1464 identity revealed to the Court pursuant to subparagraph 138 (b) above shall be
1465 revealed only in a document filed with the Court under seal.

1466 139. The Compliance Monitors shall be allowed to request to meet with
1467 Defendants, representatives of Defendants' contractors, Defendants' counsel and/or
1468 Class Counsel to discuss any aspect of this Agreement. Defendants' Counsel shall
1469 promptly arrange and facilitate any such meetings.

1470 **D. Development of Performance Goals**

1471 140. Within six months after the Implementation Date, the Compliance
1472 Monitors, based on their experience in the implementation of the Settlement
1473 Agreement, shall establish performance goals designed to measure Defendants'
1474 compliance with this Settlement Agreement. These performance goals shall, in the
1475 judgment of the Compliance Monitors, reflect any practical limitations on providing
1476 Discharge Planning and implementing Discharge Plans in the City Jails.

1477 141. Each of these performance goals shall be expressed in terms of a
1478 percentage of eligible Class Members or individuals for whom each goal shall be
1479 achieved. For example, if the Compliance Monitors set a performance goal providing
1480 that 90% of Class Members for whom Pre-Screening is required shall be prescreened
1481 for Medicaid eligibility prior to their release from incarceration, then, Defendants

1482 must be prescreening 90% of such Class Members for Medicaid eligibility before
1483 they are released from incarceration.

1484 142. The performance goals shall be established and shall measure
1485 performance in the following categories:

- 1486 a. Timely assessment of Class Members for inclusion in
1487 the Class;
- 1488 b. Appropriate assessment of whether Class Members are
1489 Seriously Mentally Ill;
- 1490 c. [Removed];
- 1491 d. Completion of clinically appropriate Comprehensive
1492 Treatment Plans for Class Members;
- 1493 d.1. Completion of clinically appropriate Discharge Plans
1494 for Class Members;
- 1495 e. Completion and processing of Medicaid prescreening
1496 for Class Members;
- 1497 f. Enrollment of eligible Class Members in MGP and
1498 submission of Medicaid applications;
- 1499 g. Activation of Class Members' Medicaid benefits;
- 1500 h. Provision of medications and/or e-prescriptions to Class
1501 Members;
- 1502 i. Making appropriate community referrals and/or
1503 appointments for Class Members;
- 1504 j. Submission and processing of Public Assistance and
1505 SNAP applications for potentially eligible Class
1506 Members who are deemed to be SMI;
- 1507 k. Provision of transportation to Class Members who are
1508 deemed to be SMI;
- 1509 l. Follow-up with Class Members who are deemed to be
1510 SMI in the areas of housing placement and community
1511 referrals or appointments; and

1512 m. Arranging appropriate housing placements for eligible
1513 Class Members.

1514 143. The Parties acknowledge that a range of accepted clinical standards
1515 and practices may inform a clinician's judgment concerning what constitutes
1516 appropriate mental health treatment. The Compliance Monitors shall assess
1517 Defendants' compliance with the performance goals set pursuant to subparagraphs
1518 142 (b), (d), (d.1), (i) and (m) above in light of this range of accepted clinical
1519 standards and practices.

1520 144. The Compliance Monitors may establish performance goals in such
1521 other areas as necessary to effectuate the terms of this Agreement.

1522 145. If Defendants fail to meet the performance goals established by the
1523 Compliance Monitors within six months after they are established by the Compliance
1524 Monitors, Class Counsel shall have the right to apply to the Court for an order
1525 requiring Defendants to comply with the performance goals.

1526 146. The performance goals are to be re-evaluated annually until the end of
1527 the monitoring period by the Compliance Monitors in light of their experience
1528 concerning the implementation of the Settlement Agreement and discussions with the
1529 Parties. The first re-evaluation of the performance goals shall occur one year after the
1530 date on which such goals are first established.

1531 146.1. Within two months after the effective date of any revisions to the
1532 Stipulation of Settlement, the Compliance Monitors shall re-assess, and where
1533 necessary establish, performance goals in light thereof and discussions with the
1534 Parties.

1535 147. The Compliance Monitors shall be the final arbiters of the
1536 performance goals set pursuant to this § IV.D; provided, however, that the
1537 Compliance Monitors shall consult with the Parties in setting such performance goals.

1538 **E. Reporting By Compliance Monitors**

1539 148. The Compliance Monitors shall make such recommendations to the
1540 Parties through counsel as may be appropriate to ensure compliance with the
1541 Settlement Agreement and may perform such additional consultative tasks or make
1542 such other recommendations as Class Counsel and Defendants' Counsel jointly may
1543 request.

1544 149. The Compliance Monitors shall submit written reports to the Court and
1545 to the Parties every 90 days during the first year after the Implementation Date and
1546 thereafter every 180 days. The reports:

- 1547 a. shall assess the current state of compliance with the
1548 Settlement Agreement and performance goals set in
1549 accordance with § IV.D above, including whether
1550 progress has been made and whether compliance has
1551 been maintained for a substantial period of time;
- 1552 b. shall analyze and review the cases of Class Members
1553 who did not receive clinically appropriate Discharge
1554 Planning in accordance with this Settlement Agreement
1555 (selection of any individual cases for review in a report
1556 pursuant to this subparagraph 149(b) shall be at the sole
1557 discretion of the Compliance Monitors);
- 1558 c. shall analyze and discuss any impediments to meeting
1559 the performance goals set in accordance with § IV.D of
1560 this Agreement and make recommendations for
1561 overcoming those impediments;
- 1562 d. may make recommendations for changes in policies and
1563 procedures or any other matter relating to Discharge
1564 Planning as contemplated by this Agreement; and

1565 e. may report on any other matters that affect the rights of
1566 Class Members, or any of them, pursuant to this
1567 Settlement Agreement.

1568 150. The Compliance Monitors may periodically review the medical and/or
1569 Mental Health Records of non-Class Members to determine whether inmates are
1570 timely, adequately and accurately assessed for membership in the Class and report
1571 their conclusions to Defendants' Counsel and Class Counsel. Such review may be
1572 conducted by sampling of records or any other reasonable and adequate method, and
1573 appropriate precautions shall be taken to maintain the confidentiality of names of
1574 non-Class Members whose records are reviewed.

1575 151. Nothing in the preceding ¶¶ 148 - 150 shall prevent either Compliance
1576 Monitor from presenting interim reports, either written or oral, to address any issues
1577 identified by the Compliance Monitor or in response to a reasonable request for an
1578 update from either Class Counsel or Defendants' Counsel. If the Compliance
1579 Monitors identify a significant deficiency in Defendants' compliance with the
1580 Agreement, the Compliance Monitors shall inform Class Counsel and Defendants'
1581 Counsel as soon as practicable after the discovery of any such deficiency.

1582 **F. Monitoring by Class Counsel**

1583 152. Monitoring by Class Counsel as described in § IV of this Agreement
1584 shall begin no later than the Implementation Date and shall continue until the
1585 monitoring provisions of this Agreement are terminated.

1586 153. Class Counsel and Defendants' Counsel shall meet at least every 90
1587 days during the first year after the Implementation Date, beginning with a meeting
1588 that shall occur within ten days of the issuance of the Compliance Monitors' first

1589 report to the Court and the Parties pursuant to ¶ 149 above, and thereafter within 45
1590 days of the issuance of each report, to discuss issues arising under this Settlement
1591 Agreement. At the request of Class Counsel, Defendants' Counsel also shall, if
1592 feasible, arrange for the attendance at such meetings by any officials of Defendants or
1593 representatives of any contractor employed by Defendants to carry out any of their
1594 obligations under this Agreement.

1595 154. To facilitate monitoring of Defendants' compliance with the terms of
1596 the Settlement Agreement:

1597 a. Class Counsel shall be permitted to confer
1598 confidentially with any Class Member or group of up to
1599 three Class Members incarcerated in City Jails in a
1600 manner consistent with reasonable DOC security and
1601 operational concerns. DOC shall take steps to facilitate
1602 communication between Class Counsel and
1603 incarcerated Class Members, including but not limited
1604 to scheduling in-person meetings at City Jails. To
1605 facilitate in-person meetings, Defendants shall provide
1606 Class Counsel with a list of all Class Members, sorted
1607 by facility in which the Class Member is housed, every
1608 other week during which the monitoring provisions of
1609 this § IV.F are in force. On forty-eight hours' notice,
1610 DOC shall produce Class Members designated by Class
1611 Counsel for meetings at the DOC facility in which the
1612 Class Member is housed. DOC shall ensure that,
1613 consistent with reasonable DOC security and
1614 operational concerns, Class Counsel shall have the
1615 opportunity to meet with a minimum of 20 Class
1616 Members, subject to the Class Members' consent and
1617 availability, during any monitoring visit scheduled
1618 pursuant to this subparagraph 154(a).

1619 b. Class Counsel shall have access to all documents and
1620 information provided to the Compliance Monitors
1621 pursuant to this Agreement.

1622 155. Nothing in this § IV.F shall limit Class Counsel's access to any
1623 materials or information obtainable through discovery in a Court proceeding brought
1624 to enforce the terms of this Agreement or through a Freedom of Information Law
1625 request.

1626 156. Defendants shall pay the reasonable attorneys' fees and expenses of
1627 Class Counsel incurred in monitoring Defendants' compliance with this Agreement;
1628 provided, however, that such fees and expenses shall not exceed \$200,000 in the first
1629 year after the Implementation Date, \$150,000 in the second year thereafter, and
1630 \$75,000 in the third year thereafter. In the fourth and fifth years after the
1631 Implementation Date, Class Counsel shall be entitled to such reasonable fees and
1632 expenses as are incurred in performing tasks contemplated by this Agreement or
1633 performed at the request of the Compliance Monitors. Class Counsel shall document
1634 their requests for payment of fees and expenses in monitoring Defendants'
1635 compliance, and shall use reasonable hourly rates in computing the total fees for
1636 which they seek payment. Beginning September 1, 2017, any request for fees and/or
1637 expenses accrued between June 3 of the prior year and June 2 of that calendar year
1638 shall be made by September 1 of that year. Any disputes as to the amount of
1639 attorneys' fees and expenses to be paid to Class Counsel pursuant to this ¶ 156 shall
1640 be referred to the Court for resolution.

1641 **G. Confidentiality**

1642 157. Subject to ¶ 158 below, Defendants agree not to redact or assert any
1643 need or obligation to redact material related to individual Class Members or in any

1644 way prevent or attempt to prevent the Compliance Monitors or Class Counsel from
1645 identifying or gaining access to material identifying individual Class Members.

1646 158. Class Counsel and Defendants' Counsel agree to confer in good faith
1647 to resolve any disputes that may arise regarding whether any federal, state, or City
1648 law or court order limits and/or prohibits the disclosure of confidential information
1649 related to any individual inmate. Failing such resolution, Defendants may apply to
1650 the Court for an order to prevent the disclosure of such information.

1651 159. The Compliance Monitors and their staff and Class Counsel shall
1652 maintain the confidentiality of all information regarding Class Members as required
1653 by applicable statutes, regulations, and professional standards of conduct. The
1654 Compliance Monitors (and any staff to be granted access to information concerning
1655 individual Class Members) shall sign appropriate undertakings, substantially in the
1656 form of Exhibit E, before being granted access to such information. Nothing in this
1657 ¶ 159 or the undertaking shall prevent the Compliance Monitors from sharing with
1658 Class Counsel any information they obtain pursuant to this Agreement.

1659 **V. ENFORCEMENT**

1660 **A. Compliance**

1661 160. Defendants and their contractors shall be in substantial compliance
1662 with the terms of this Settlement Agreement at all times after the Implementation
1663 Date.

1664 161. Subject to ¶ 145 above, Class Counsel reserve their right to apply to
1665 the Court at any time for an order enforcing the provisions of this Agreement.

1666 162. Defendants acknowledge that individuals assessed at the Initial
1667 Assessment as needing further mental health assessment and/or treatment have
1668 enforceable rights pursuant to this Agreement, and Defendants agree not to object to
1669 an enforcement proceeding brought to enforce such rights by such individuals based
1670 on lack of standing.

1671 **B. Cure**

1672 163. Except in emergency situations, Class Counsel shall, before applying
1673 to the Court for an order enforcing any provision of this Settlement Agreement,
1674 provide Defendants' Counsel with notice of their intention to do so, and shall provide
1675 Defendants' Counsel with a reasonable opportunity to address or remedy the matter
1676 of concern. The reasonableness of the notice shall be a matter for Class Counsel's
1677 discretion but shall be no less than 20 days; Class Counsel shall take into account the
1678 nature of the matter of concern and the extent to which it affects the provision of
1679 Discharge Planning to the Class or an individual Class Member in calculating what
1680 amount of time is reasonable.

1681 164. In emergency situations, Class Counsel shall contact Defendants'
1682 Counsel and advise Defendants' Counsel of the nature of the situation and proposed
1683 steps to be taken that could alleviate the perceived risk or deficiency. Following this
1684 contact, Class Counsel may then initiate whatever legal proceedings they believe to
1685 be necessary to alleviate the emergency situation.

1686 165. In the event that Class Counsel apply to the Court for the enforcement
1687 of this Settlement Agreement, Class Counsel and Defendants agree to redact any
1688 submission to the Court to exclude the names of Class Members and any identifying

1689 information relating to Class Members unless such identifying information is
1690 necessary to adjudication of the dispute. If such identifying information is necessary
1691 to adjudication of the dispute, a Party (a) may disclose such information to the Court
1692 and (b) shall file such information under seal.

1693 **C. Cost of Enforcement**

1694 166. Defendants will be liable for Class Counsel's reasonable attorneys'
1695 fees and expenses, including but not limited to the reasonable expenses of employing
1696 experts, that are properly incurred in enforcing the terms and provisions of this
1697 Agreement through the Court if Class Counsel are successful or if Plaintiffs and
1698 Defendants settle the dispute that forms the basis of the proceeding to enforce the
1699 Agreement.

1700 167. Disputes between the Parties about the amount of attorneys' fees and
1701 expenses to be reimbursed in accordance with this § V.C shall be resolved by the
1702 Court.

1703 **D. Protection of Individual Class**
1704 **Members Pending Settlement Approval**

1705 168. Between the Execution Date and the Implementation Date, Class
1706 Counsel may provide Defendants with the names of individual Class Members who
1707 (a) are incarcerated or were released within the preceding 30 days; (b) have requested
1708 Discharge Planning services; and (c) have not received such services. Defendants
1709 shall ensure that such Class Members receive services to which they would be
1710 entitled pursuant to the preliminary injunction order entered by the Court on July 9,
1711 2000, as is necessary to prevent irreparable harm. Should Defendants fail to provide

1712 any such Class Member with such services between the Execution Date and the
1713 Implementation Date, Class Counsel may move on such notice as the Court may
1714 direct for all appropriate relief with respect to such Class Member, independent of
1715 whether the Final Order and Judgment is entered by the Court. Upon the Execution
1716 of this Settlement Agreement, the Parties shall submit to the Court a separate
1717 proposed Order embodying the terms of this provision substantially in the form of
1718 Exhibit F for the Court's immediate approval.

1719 **VI. CONTRACTORS**

1720 169. Defendants acknowledge that the obligations of all agencies,
1721 contractors and assignees set forth in this Settlement Agreement are ultimately the
1722 obligations of the Defendants. Defendants shall not assert that they are not
1723 responsible for noncompliance with any term or provision of this Settlement
1724 Agreement by reason of the fact that an agency, contractor or assignee has been
1725 charged with performance of any such term or provision of this Agreement.

1726 170. In the event that Defendants enter into or renew a contract with any
1727 individual or entity to perform any of Defendants' obligations set forth in this
1728 Settlement Agreement, Defendants shall ensure that such contract(s) incorporates the
1729 terms and provisions of the Settlement Agreement that relate to the services that the
1730 contractor will provide.

1731 **VII. EDUCATION OF THE COMMUNITY**

1732 171. Defendants, in consultation with Class Counsel, (a) shall conduct
1733 informational sessions designed to educate members of the New York City mental
1734 health care community and the criminal justice system about the Settlement and the

1735 contributions that they can make to the successful implementation of the Discharge
1736 Planning systems described in this Agreement, (b) shall develop written materials
1737 designed to educate members of the New York City mental health care and criminal
1738 justice community concerning the Settlement and Discharge Planning systems
1739 described in this Agreement, and (c) shall distribute such written materials to
1740 members of the New York City mental health care community and the criminal
1741 justice system at the informational sessions contemplated by § VII of this Agreement,
1742 and through other appropriate means to be determined (which shall include, but are
1743 not limited to, distribution through organizations such as the Legal Aid Society and
1744 through a direct mail campaign).

1745 172. The members of the New York City mental health care community
1746 and criminal justice system who shall be targeted by the educational efforts
1747 contemplated by the immediately preceding ¶ 171 include, but are not limited to,
1748 defense attorneys (for example, 18B and Legal Aid/Defenders Services), judges,
1749 prosecutors, probation officers, corrections officers, court officers, peer advocacy
1750 organizations, community mental health workers, and family support groups.

1751 173. The community education efforts contemplated by this § VII shall be
1752 commenced within 30 days after the entry of the Final Order and Judgment and
1753 completed within 180 days after the entry of the Final Order and Judgment.

1754 174. Defendants shall bear all costs incurred in implementing the
1755 community education efforts contemplated by this § VII, including but not limited to
1756 the costs of printing and distributing any written material.

1757 **VIII. ORDER OF NOTICE, HEARING AND APPROVAL**

1758 175. No later than 10 days after the Execution Date, the Parties will submit
1759 this Agreement, including all Exhibits attached hereto, to the Court and seek from the
1760 Court a Hearing Order that is substantially in the form attached as Exhibit C hereto.

1761 The Hearing Order proposed by the Parties shall schedule the Fairness Hearing on the
1762 date that is 70 days after the Court's entry of the Hearing Order.

1763 176. The Parties agree that prior to submission of the Agreement to the
1764 Court and application for the Hearing Order as contemplated by ¶ 175, above, they
1765 will together negotiate and draft the form of the Class Notice, Summary Notice and
1766 Comment Sheet, which documents shall be attached as exhibits to the proposed
1767 Hearing Order.

1768 177. The Notice Materials shall conform to all applicable requirements of
1769 Article 9 of the New York Civil Practice Law and Rules ("CPLR"), the Constitution
1770 of the State of New York (including but not limited to its Due Process Clause), the
1771 Rules of Court and any other applicable law, and shall otherwise be in the manner and
1772 form agreed upon by the Parties and approved by the Court.

1773 178. Subject to the requirements of the Hearing Order and no later than 60
1774 days before the Fairness Hearing, Defendants will post copies of the Class Notice, the
1775 Summary Notice (in English and Spanish) and the Comment Sheet in each SPAN
1776 Office and in the following areas of each City Jail: each mental health and medical
1777 clinic, each punitive segregation area, each intake area, and each law library.

1778 Defendants will maintain supplies of the Class Notice, the Summary Notice and the
1779 Comment Sheet and will provide copies of those materials to individual Class

1780 Members and Significant Others upon request. The Settlement Agreement shall also
1781 be available in each City Jail law library. Defendants shall also ensure that copies of
1782 the Notice Materials are available in each mental health and medical clinic, punitive
1783 segregation area, intake area, law library, and SPAN Office and that social workers
1784 working with Class Members, correctional officers working in units for the treatment
1785 of the mentally ill, and SPAN Office Staff are aware of the Notice Materials and have
1786 access to copies of the Notice Materials for distribution to Class Members.

1787 179. Defendants shall publish the Summary Notice on the date that is 50
1788 days before the Fairness Hearing in the following publications: *El Diario*,
1789 *Amsterdam News*, the *Daily News* and the *New York Law Journal*.

1790 180. The Parties shall seek from the Court the entry of a Final Order and
1791 Judgment upon the conclusion of the Fairness Hearing, which Final Order and
1792 Judgment shall be substantially in the form attached hereto as Exhibit B. Among
1793 other things, the Final Order and Judgment sought by the Parties shall approve the
1794 proposed Settlement set forth in this Agreement as fair, reasonable and adequate;
1795 shall award attorneys' fees and expenses to Class Counsel; and shall include a
1796 provision dismissing the Action without prejudice and withdrawing all pending
1797 motions, subject to the Court's continuing jurisdiction to interpret and enforce this
1798 Agreement and the Final Order and Judgment.

1799 181. Defendants will pay all costs of printing, publishing, and distributing
1800 the Notice Materials to Class Members, Significant Others, and any others to whom
1801 notice must be provided in accordance with the Hearing Order.

1802 **IX. OBJECTIONS TO AND COMMENTS ON THE SETTLEMENT**

1803 182. Any Class Member who wishes to object to the fairness,
1804 reasonableness or adequacy of this Agreement or the proposed Settlement described
1805 herein must submit a comment or objection no later than 25 days before the Fairness
1806 Hearing by (a) placing his or her written comment or objection in a Comment Box
1807 (located in the areas described in the Settlement Agreement) no later than 25 days
1808 before the Fairness Hearing, (b) mailing his or her written objection or comment,
1809 postmarked no later than 25 days before the Fairness Hearing, to the Managing
1810 Attorney, Debevoise & Plimpton, 919 Third Avenue, New York, New York 10022,
1811 or (c) leaving a recorded message containing his or her comment or objection and
1812 information that identifies him or her as a Class Member by calling the toll-free
1813 number designated for that purpose (which number shall be contained in the Class
1814 Notice and the Summary Notice) no later than 25 days before the Fairness Hearing.

1815 183. In response to any written or oral comments or objections or request
1816 from a Class Member, Class Counsel may meet with any incarcerated Class Member.
1817 Defendants' Counsel may also attend such meetings, unless the Class Member objects
1818 (in which case, Defendants' Counsel shall not attend), and shall promptly arrange and
1819 facilitate such meetings before the expiration of the period allowed for submission of
1820 comments on and objections to the Settlement Agreement.

1821 184. Defendants shall provide sealed Comment Boxes for the collection of
1822 Comment Sheets in each law library and SPAN Office. Defendants shall, 20 days
1823 before the Fairness Hearing, or at such other time as the Court shall direct, deliver the
1824 Comment Boxes, unopened, to Debevoise & Plimpton.

1825 185. Class Counsel and Defendants' Counsel shall jointly review the
1826 Comment Sheets prior to the Fairness Hearing. The Parties agree that the identities of
1827 all Class Members who submit written comments or objections in connection with the
1828 proposed Settlement shall remain strictly confidential, and that any such written
1829 comments or objections filed with the Court shall be redacted so as to mask the
1830 identity of the Class Members who submitted such comments or objections, unless
1831 the Class Member consents to his or her identity being made public.

1832 **X. ATTORNEYS' FEES AND EXPENSES**

1833 186. Defendants recognize that the Court may award attorneys' fees and
1834 expenses to Class Counsel based on the reasonable value of legal services rendered,
1835 pursuant to Article 9 of the CPLR. Defendants agree that it would be an appropriate
1836 exercise of the Court's discretion to award such fees and expenses in this action. The
1837 Parties agree to negotiate in good faith in an attempt to agree on the amount of
1838 reasonable attorneys' fees and expenses to be awarded to Class Counsel. In the event
1839 the Parties are unable to reach such agreement, Plaintiffs reserve the right to make an
1840 application to the Court for an award of attorneys' fees and expenses in accordance
1841 with the CPLR and any other applicable law or Rule of Court.

1842 187. Defendants will bear all administrative expenses and costs incurred in
1843 connection with the implementation of this Settlement Agreement and the proposed
1844 Settlement described herein, including but not limited to the costs of printing,
1845 publishing and posting the Notice Materials, any costs associated with collecting and
1846 delivering the Comment Boxes, and the costs, including reasonable attorneys' fees

1847 and expenses of Class Counsel, of monitoring and enforcement, as provided in §§
1848 IV.F and V of this Agreement.

1849 **XI. TERMINATION OF THIS AGREEMENT**

1850 188. This Agreement may be terminated at the sole option and discretion of
1851 Defendants or Plaintiffs if the Court, or any appellate court(s), rejects, modifies or
1852 denies approval of any portion of this Agreement or the proposed Settlement that the
1853 terminating Party in its (or their) sole judgment and discretion reasonably
1854 determine(s) is material. The terminating Party must exercise this option to withdraw
1855 from and terminate this Agreement no later than 20 days after receiving notice of the
1856 event prompting the termination.

1857 189. Notwithstanding the immediately preceding ¶ 188, neither Plaintiffs
1858 nor Defendants may terminate this Agreement solely because of the amount of
1859 attorneys' fees and expenses awarded by the Court or any appellate court(s).

1860 190. If an option to withdraw from and terminate this Agreement arises
1861 under ¶ 188, (a) neither Defendants nor Plaintiffs will be required for any reason or
1862 under any circumstance to exercise that option, and (b) any exercise of that option
1863 shall be made in good faith.

1864 191. If this Agreement is terminated pursuant to ¶ 188, then:

1865 a. this Agreement shall be null and void and shall have no
1866 force or effect, and no Party to this Agreement shall be
1867 bound by any of its terms, except for the terms of this §
1868 XI;

1869 b. this Agreement, all of its provisions, and all
1870 negotiations, statements and proceedings relating to it
1871 shall be without prejudice to the rights of Defendants,
1872 Plaintiffs or any other Class Member, all of whom shall

- 1873 be restored to their respective positions in this Action
1874 existing immediately before the Execution Date;
- 1875 c. all motions withdrawn pursuant to the Hearing Order or
1876 the Final Order and Judgment shall be immediately
1877 restored to the Court's calendar;
- 1878 d. neither this Agreement, nor the fact of its having been
1879 made, shall be admissible or entered into evidence for
1880 any purpose whatsoever; and
- 1881 e. any order or judgment entered after the Execution Date
1882 will be deemed vacated and will be without any force or
1883 effect.

1884 **XII. MODIFICATION OF THIS AGREEMENT**

1885 192. The terms and provisions of this Agreement may be amended,
1886 modified or expanded only by written agreement signed by the Parties and approved
1887 by the Court; provided, however, that after entry of the Final Order and Judgment the
1888 Parties may by written agreement, signed by Class Counsel and Defendants' Counsel,
1889 effect such amendments, modifications or expansions of this Agreement and its
1890 implementing documents (including all exhibits) without notice to or approval by the
1891 Court if such changes are consistent with the Court's Final Order and Judgment and
1892 do not limit the rights of Class Members under the Settlement Agreement.

1893 **XIII. TERMINATION OF PROSPECTIVE RELIEF**

1894 193. The provisions of this Agreement shall terminate at the end of five
1895 years after monitoring by the Compliance Monitors begins pursuant to § IV of this
1896 Agreement. Plaintiffs may apply to the Court by motion on notice for a finding that
1897 Defendants have not complied with the terms of this Settlement Agreement over the
1898 preceding two years, and, if such finding is made by the Court, for an Order
1899 continuing the provisions of this Agreement for an additional two-year interval or

1900 intervals to the extent necessary to correct any current and ongoing violation of this
1901 Settlement Agreement.

1902 194. At the end of each such additional two-year interval, Plaintiffs may
1903 apply to the Court by motion on notice for a finding that Defendants have not
1904 complied with the terms of the Settlement Agreement over the preceding two years,
1905 and, if such finding is made by the Court, for an Order continuing the provisions of
1906 the Settlement Agreement to the extent necessary to correct any current and ongoing
1907 violation of this Settlement Agreement.

1908 **XIV. GENERAL MATTERS AND RESERVATIONS**

1909 195. Thomas C. Crane represents that he is authorized to enter into this
1910 Agreement on behalf of all Defendants and any attorneys who have represented or
1911 who now represent Defendants in the Action.

1912 196. Whenever this Agreement requires or contemplates that one Party
1913 shall or may give notice to the other, notice shall be provided by fax and/or next-day
1914 (excluding Sunday) express delivery service and/or same-day hand delivery as
1915 follows:

If to Class Counsel:

Christopher K. Tahbaz, Esq.
Debevoise & Plimpton
919 Third Avenue
New York, New York 10022
fax: 212 909-6836

and to

Jennifer Parish, Esq.
Urban Justice Center
40 Rector Street, 9th Floor
New York, New York 10006
fax: 212 533-4598

and to

Roberta Mueller, Esq.
New York Lawyers for the Public
Interest, Inc.
151 West 30th Street, 11th Floor
New York, New York 10001
fax: 212 244-4570

If to Defendants' Counsel:

Jeffrey S. Dantowitz, Esq.
The New York City Law Department and
Corporation Counsel
100 Church Street
New York, New York 10007
fax: 212 356 1148

1916

1917

197. The Parties expressly acknowledge that no other agreements,

1918

arrangements or understandings not expressed in this Agreement or the exhibits

1919

hereto exist among or between them and that this Agreement and the exhibits hereto

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contain all the terms and conditions agreed upon by the Parties.

1921

198. All time periods in this Agreement expressed in terms of days are to be

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measured in calendar days (without excluding weekend days or holidays), unless

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otherwise specifically noted.

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199. This Agreement and any ancillary agreements shall be governed by

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and interpreted according to the law of the State of New York, excluding its conflict

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of laws provisions.

1927

200. The Court shall maintain continuing jurisdiction over this proceeding

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for the term of this Agreement, and any disputes concerning this Agreement shall be

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resolved by the Court upon motion of either party, or upon such notice as the Court

1930

may direct.

1931 201. The Parties reserve the right, subject to the Court’s approval, to make
1932 any reasonable extensions of time that may be necessary to carry out any of the
1933 provisions of this Agreement.

1934 202. This Agreement, any action taken to carry out this Agreement, any
1935 negotiations or proceedings related to this Agreement, and the carrying out and
1936 entering into the terms of the Settlement Agreement shall not be construed as, or
1937 deemed to be evidence of, an admission or concession with regard to any fault,
1938 wrongdoing, or liability whatsoever.

1939 203. The Parties agree that this Agreement was drafted by counsel for the
1940 Parties at arm’s length, and that no parol or other evidence may be offered to explain,
1941 construe, contradict or clarify its terms, the intent of the Parties or their counsel, or
1942 the circumstances under which the Agreement was made or executed.

1943 204. The Parties, their successors and assigns, and their attorneys undertake
1944 to implement the terms of this Agreement in good faith, and to use good faith in
1945 resolving any disputes that may arise in the implementation of the terms of this
1946 Agreement.

1947 205. The Parties, their successors and assigns, and their attorneys agree to
1948 cooperate fully with one another in seeking Court approval of this Agreement and to
1949 use their best efforts to effect the prompt consummation of this Agreement and the
1950 proposed Settlement.

1951

1952
1953 206. This Agreement may be signed in counterparts, each of which shall
1954 constitute a duplicate original.
1955 Dated: New York, New York
1956 January 8, 2003

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Addendum A

Criteria for Serious Mental Illness

Serious Mental Illness (“SMI”) as referenced in the Stipulation shall mean a diagnosis-based categorization consisting of the following disorders as described in the Diagnostic and Statistical Manual of Mental Disorders, 5th Edition (“DSM-5”):

- Schizophrenia Spectrum and Other Psychotic Disorders; Bipolar and Related Disorders; Depressive Disorders; and PTSD.

Any of the foregoing diagnoses resulting from a substance use or a medical condition are excluded. Individuals who do not meet the preceding diagnostic criteria, but experience severe functional impairment or clinical distress as a result of a DSM-5 diagnosis, shall be designated with SMI, but such designation may be removed with the approval of a Clinical Supervisor or Supervising Psychiatrist by documenting that the designation is not clinically appropriate in the context of an individual Class Member.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK, IAS Part 23

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BRAD H., <i>et al.</i> ,	:	
	:	
Plaintiffs,	:	
	:	
-against-	:	Index No. 117882/99
	:	Braun, J.
	:	
THE CITY OF NEW YORK, <i>et al.</i> ,	:	
	:	
Defendants.	:	
-----	X	

STIPULATION OF SETTLEMENT