

FILED

JUN 18 2017

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTYCOUNTY CLERK'S OFFICE
NEW YORKBRAD H., *et al.*,

Plaintiffs,

- against -

The CITY OF NEW YORK, *et al.*,

Defendants.

Index No. 117882/99
IAS Part 47
(Edwards, J.)**STIPULATION AND**
ORDER

WHEREAS, the Parties¹ settled the above-captioned action by a Stipulation of Settlement dated January 8, 2003 (the "Settlement");

WHEREAS, this Court approved the Settlement by an amended final order and judgment, dated April 4, 2003;

WHEREAS, on April 18, 2014, this Court issued a Decision and Order (the "April 18, 2014 Order") granting Plaintiffs' reinstated motion for enforcement of the Settlement, filed on August 12, 2009. In its April 18, 2014 Order, this Court prospectively extended the Settlement for an additional two years and ordered Defendants to comply with each and every one of their obligations under the Settlement and with the performance goals established by the Compliance Monitors. The Court further ordered Defendants to: (1) "make the necessary administrative changes to fully staff all clinical and non-clinical discharge positions"; (2) "implement an improved, transparent quality assurance system more capable of identifying, reporting on and

¹ Unless otherwise defined herein, all capitalized terms have the meaning set forth in the Stipulation of Settlement, dated January 8, 2003.

ultimately reducing the complained of error rate of Defendants' data reporting"; and (3) "reorganize the provision of discharge planning services to eliminate the fragmented dichotomy between clinical and discharge planning positions;"

WHEREAS, on September 19, 2014, this Court issued a Decision and Order (the "September 19, 2014 Order") denying in part and granting in part Defendants' motion to renew and reargue the April 18, 2014 Order, filed on May 23, 2014. In the September 19, 2014 Order, the Court vacated the portion of the April 18, 2014 Order requiring Defendants to reorganize the provision of discharge planning services to eliminate the fragmented dichotomy between clinical and discharge planning positions, and instead ordered the Defendants to "reorganize the provision of discharge planning services to ensure that discharge planning staff be an integral part of the mental health treatment team from the beginning or, in the case of the provision of emergency care, as soon as possible after the beginning, of the assessment of a class member's need for mental health treatment;"

WHEREAS, by stipulation dated January 12, 2015, and filed on January 14, 2015 (the "January 14, 2015 Stipulation"), the Parties agreed that the Settlement and any additional measures required under the Court's April 18, 2014 and September 19, 2014 Orders would be extended two years from the date of the September 19, 2014 Order;

WHEREAS, on August 15, 2016, Class Counsel served a Notice of Intention to Seek Enforcement Order and Opportunity to Cure ("Notice to Cure") upon

Defendants pursuant to paragraph 163 of the Settlement concerning several areas of alleged non-compliance with the Settlement;

WHEREAS, by stipulation dated September 8, 2016, and filed on September 26, 2016 (the “September 8, 2016 Stipulation”), the Parties agreed that the Settlement and any additional measures required under the Court’s April 18, 2014 and September 19, 2014 Orders would be extended for an additional six months until March 20, 2017;

WHEREAS, by stipulation submitted March 13, 2017, and filed on March 20, 2017 (the “March 20, 2017 Stipulation”), the Parties agreed that the Settlement and any additional measures required under the Court’s April 18, 2014 and September 19, 2014 Orders would be extended for an additional four weeks until April 17, 2017;

WHEREAS, by stipulation dated April 6, 2017, and filed on April 10, 2017 (the “April 10, 2017 Stipulation”), the Parties agreed that the Settlement and any additional measures required under the Court’s April 18, 2014 and September 19, 2014 Orders would be extended for an additional four weeks until May 15, 2017;

WHEREAS, by stipulation dated May 9, 2017, (the “May 9, 2017 Stipulation”), the Parties agreed that the Settlement and any additional measures required under the Court’s April 18, 2014 and September 19, 2014 Orders would be extended for an additional four weeks until June 12, 2017;

WHEREAS, the Parties have engaged in extensive negotiations concerning potential amendments and modifications to the Settlement;

WHEREAS, in light of the foregoing history, the Parties now wish to amend the Settlement and extend its term for an additional three year period until July 31, 2020;

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

1. The document attached hereto as Exhibit A and the redlined document attached hereto as Exhibit B reflect the changes to which the Parties have stipulated below. In the event of any actual or perceived conflict between any of the amendatory text below, Exhibit A and Exhibit B, such conflict shall be resolved in favor of the text reflected in Exhibit A.
2. The Settlement shall be amended as follows:
 - A. by striking “1995” each place it appears and inserting “2010e”;
 - B. by striking “Food Stamps” or “Food Stamp” each place either appears and inserting “SNAP”;
 - C. by striking “Public Assistance Benefits” each place it appears and inserting “Public Assistance”;
 - D. in the caption by striking “Part 23” each place it appears and inserting “Part 47”; and by striking “Braun” and inserting “Edwards”;
 - E. by inserting after ¶ 1.b a new subparagraph “b.1. “Activation of Class Members’ Medicaid benefits” shall mean the timely execution of steps to effectuate the activation of Medicaid for a new Medicaid application or unsuspension of existing

Medicaid benefits that had been previously suspended, pursuant to Social Services Law § 336[1-a], during the Class Member's incarceration.”;

F. by striking the text of ¶ 1.h and inserting “[Removed]”;

G. by striking the text of ¶ 1.p and inserting “[Removed]”;

H. by striking the text of ¶ 1.s and inserting ““Comprehensive Treatment Plan” or “CTP” shall mean each individualized treatment plan created by Defendants pursuant to § II of this Agreement.”;

I. by striking the text of ¶ 1.u and inserting “[Removed]”;

J. in ¶ 1.v by striking “Michael R. Bloomberg” and inserting “Bill de Blasio”; by striking “Dr. Benjamin Chu, M.D., President” and inserting “Stanley Brezenoff, Interim President and CEO”; by striking “Thomas R. Frieden” and inserting “Mary Travis Bassett”; by striking “Martin F. Horn” and inserting “Joseph Ponte”; by striking “Verna Eggleston” and inserting “and Steven Banks”; and by striking “; PHS; Gerald F. Boyle, Chief Executive and President of PHS”;

K. in ¶ 1.w by striking “PHS,”;

L. by inserting after ¶ 1.aa a new subparagraph “aa.1. “DHS Database” shall mean the database utilized by the Correctional Referral Unit of DHS.”;

M. in ¶ 1.kk by striking “EVR” and inserting “BEV”;

N. by striking the text of ¶ 1.pp and inserting “[Removed]”;

O. by striking the text of ¶ 1.uu and inserting “[Removed]”;

P. in ¶ 1.ww by striking “serious and persistent” and inserting “Serious”;

Q. in ¶ 1.ccc by inserting at the end of the subparagraph “For purposes of this Agreement the acronym “LINK” refers to such Case Management Services notwithstanding the program title used in connection with such services in the future.”;

R. by striking the text of ¶ 1.ccc and inserting “[Removed]”;

S. in ¶ 1.jjj by striking ““MHAUI” or “Mental Health Assessment Units for Infracted Inmates”” and inserting ““RHU” or “Restrictive Housing Units””;

T. by striking the text of ¶ 1.mmm and inserting “[Removed]”;

U. in ¶ 1.qqq by striking “and” and inserting “and/or”;

V. by inserting after ¶ 1.sss a new subparagraph “sss.1. “SNAP” shall mean Supplemental Nutrition Assistance Program benefits available from HRA pursuant to the Food and Nutrition Act, 7 U.S.C. §§ 2011 *et seq.*, U.S. Department of Agriculture regulations at 7 C.F.R. Part 271 *et seq.*, and New York State Office of Temporary and Disability Assistance regulations, including 18 NYCRR Part 387.”;

W. by striking the text of ¶ 1.ttt and inserting “[Removed]”;

X. in ¶ 1.uuu by striking “serious and persistent” and inserting “Serious”;

Y. in ¶ 1.vvv by striking “but not limited to MOUs, the MHAUIs, and the MHCs” and inserting “MOUs, RHUs, and any housing area designed specifically for individuals with or suspected of having Serious Mental Illness”;

Z. by striking the text of ¶ 1.www. and inserting ““Seriously Mentally Ill” or “SMI” shall mean meeting the criteria for Serious Mental Illness as outlined in Addendum A.”;

AA. in ¶ 1.dddd by inserting at the end of the subparagraph “For purposes of this Agreement the acronym “SPAN” refers to the services and offices described in § II.G of this Agreement notwithstanding the program title used in connection with such services or offices in the future.”;

BB. by inserting after ¶ 1.jjjj a new subparagraph “jjjj.1. “WeCARE” shall mean the entity designated to assess the ability of applicants for and recipients of Public Assistance to participate in work activities as further described in the New York Social Services Law § 336 and the New York State Department of Social Services regulations.”;

CC. in ¶ 7 by striking in the first sentence “New York State” and inserting “any state, the United States, or another local custodial correctional facility” and by striking in the second sentence “New York State prison officials at the time each such Class Member is transferred to State custody” and inserting “such facilities”;

DD. in ¶ 11 by striking “Community Referral Unit” each place it appears and inserting “mental health staff or Discharge Planning Staff”; and by inserting “mental health staff or” before the term “Discharge” in the final sentence of the paragraph;

EE. in ¶ 16 by striking “Comprehensive Treatment and Discharge Plan (“CTDP”), which shall include the individual’s Discharge Plan,” and inserting “Comprehensive Treatment Plan (“CTP”);

FF. in ¶ 17 by striking “CTDP, which shall include the individual’s Discharge Plan,” and inserting “CTP”;

GG. in ¶ 18 by striking “CTDP” each place it appears and inserting “CTP”;

HH. by inserting after ¶ 18 a new paragraph “18.1 For each Class Member, a Discharge Plan shall be completed within seven business days of the completion of the CTP.”;

II. in heading II.D by striking “and Persistently”;

JJ. in ¶ 24 by striking in the first sentence “is likely to” and inserting “should”; by striking in the first sentence “and Persistently”; by striking in the first sentence “designate each individual determined likely to be classified as Seriously and Persistently Mentally Ill as such” and inserting “document each individual’s SMI status”; and by inserting at the end of the paragraph “Evidence of significant functional impairment or clinical distress as a result of a DSM-5 diagnosis, if any, shall be documented irrespective of the SMI determination.”;

KK. by striking the text of ¶ 25 and inserting “[Removed]”;

LL. in ¶ 26 by striking “and Persistently” each place it appears;

MM. in ¶ 27 by inserting after “incarceration” in the first sentence “before his or her CTP”; by striking “SPMI or likely to be SPMI” and inserting “SMI”;

by inserting after “determines” in the third sentence “, at any time,”; by striking “OMH Criteria for Severe and Persistent” and inserting “criteria for Serious”; and by striking “SPMI or likely to be SPMI” and inserting “SMI”;

NN. in ¶ 28 by striking “and Persistently” each place it appears; and by inserting at the end of the paragraph “New evidence of significant functional impairment or clinical distress as a result of a DSM-5 diagnosis, if any, shall be documented irrespective of the SMI determination.”;

OO. in ¶ 29 by striking “and Persistently”; and by striking “SPMI” and inserting “SMI”;

PP. in ¶ 30 by striking “and Persistently” each place it appears; and by striking “likely to be classified as”;

QQ. in ¶ 31 by striking “and Persistently” each place it appears; and by striking “or as likely to be classified as Seriously and Persistently Mentally Ill”;

RR. in ¶ 32 by inserting a comma after “immediately”;

SS. by inserting after ¶ 32 a new paragraph “32.1 For those Class Members held solely pursuant to an alleged parole violation, Defendants shall use best efforts to release such Class Members from incarceration during daylight hours; provided, however, that where a non-DOC escort is required as a condition of release of any such Class Member, Defendants shall reasonably prioritize and make best efforts to release such Class Member from incarceration with sufficient time to be escorted to his or her assigned treatment program or residence. Where a Class Member held solely pursuant to an alleged parole violation is not released from incarceration during daylight

hours, or, if required, with sufficient time to be escorted to his or her assigned treatment program or residence, DOC shall document the circumstances resulting in the delay.”;

TT. in ¶ 36 by striking “each of the five boroughs” and inserting “every borough except Staten Island”; by inserting after the first sentence “However, if Defendants establish an office within one-half mile of the criminal court in a borough to assist Class Members in obtaining prescriptions pursuant to ¶ 53, the SPAN office serving that borough may be up to five miles from the criminal court.”; by striking “7:00” and inserting “6:00”; by striking “in all boroughs except Manhattan and from 10:00 a.m. to 8:00 p.m. in Manhattan for six months following the Implementation Date.”; and by striking the final sentence in the paragraph.

UU. in ¶ 39 by striking “CTDPs” each place it appears and inserting “CTPs”;

VV. by striking the text of ¶ 40 and inserting “[Removed]”;

WW. in ¶ 45 by inserting before “in advance” in the first sentence “at least one business day”; and by striking “, as soon as possible after the date on which the Class Member’s Release Date becomes known or the date on which the individual is designated a Class Member, whichever is later,”;

XX. in ¶ 46 by inserting before “in advance” in the first sentence “at least one business day”; and by striking “, as soon as possible after the Class Member’s CTDP is completed,”;

YY. in ¶ 47 by striking the first word “For” and inserting “Except as provided in ¶ 54 below, for”;

ZZ. in heading II.H.1.d by striking “and Persistently”;

AAA. in ¶ 49 by striking “and Persistently”;

BBB. in ¶ 52 by striking “21-day prescription” and inserting “14-day electronic prescription (“e-prescription”)”; by inserting after “such medications” “, with one refill”; by striking in the second sentence “and prescription(s)”; by inserting after the second sentence “Such e-prescription(s) shall be transmitted to a pharmacy by Defendants after consultation with the Class Member and/or the Class Member’s treatment program, and the Class Member shall be provided, in writing, the name and location of the pharmacy to which the e-prescription has been transmitted, instructions for filling the e-prescription, as well as instructions to visit SPAN if further assistance is needed.”; by striking in the first clause of the final sentence “prescription(s)” and inserting “transmit e-prescription(s)”; by striking in the second clause of the final sentence “prescription(s)” and inserting “transmit e-prescription(s)”; by striking in the final clause of the final sentence “prescription(s)” and inserting “e-prescription(s)”;

CCC. in ¶ 53 by inserting after “Release Date” in the first sentence “and indicating any difficulty filling the prescription provided pursuant to ¶ 52 above”; striking “assist the Class Member in locating” and inserting “contact CHS, which shall transmit an e-prescription to”; by striking “specified” and inserting “selected”; by striking “reasonably located near” and inserting “located reasonably near to”;

DDD. in ¶ 54 by striking “on his or her Release Date” and inserting “within fourteen (14) days of his or her Release Date”;

EEE. in ¶ 54(ii) by striking “the CHS Pharmacy” each place it appears and inserting “CHS”; by striking “call into” and inserting “transmit an e-prescription to”; and by striking “a prescription for a two- to seven-day” and inserting “for a clinically appropriate”; by inserting after “last until the” in the second sentence “date of the scheduled”; and by inserting after “occurs” in the second sentence “or for 14 days, whichever date is sooner”;

FFF. in ¶ 57 by inserting after “who is” “eligible for Medicaid benefits shall have either (a) unsuspended Medicaid benefits within four (4) business days of his or her Release Date, or (b) activated Medicaid benefits within seven (7) business days of his or her Release Date as set forth in paragraph 64.1 below. For each Class Member who is”; by striking “shall have either (a) reactivated or newly activated Medicaid on or before his or her Release Date or (b)” and inserting “, Defendants shall use their best efforts to ensure that each such Class Member has”; and by striking “benefits on or before his or her Release Date” and inserting “benefits on his or her Release Date, as set forth respectively in ¶¶ 63-65 and ¶¶ 69-74”;

GGG. by inserting after ¶ 57 a new paragraph “57.1. Without limiting the generality of ¶ 57 above, the Parties acknowledge that Defendants’ responsibility for the administration of the Medicaid program is subject to the laws, regulations and rules governing the Medicaid program, including, but not limited to, NY Social Services Law § 365-n[1], which governs the transfer of administration of the Medicaid program from the New York City Human Resources Administration to the New York State Department of Health.”;

HHH. by striking heading II.H.3.a “a. Reactivation of Medicaid Benefits”;

III. by striking the text of ¶ 58 and inserting “[Removed]”;

JJJ. by striking the text of ¶ 59 and inserting “The process of determining each Class Member’s eligibility for Medicaid (the “Pre-Screening Process”) shall be completed for each Class Member who is incarcerated on the date on which his or her CTP is completed.”;

KKK. in ¶ 60 by striking “CTDP” and inserting “CTP”; by inserting after “initiate” the phrase “and complete”; and by striking “, which Pre-Screening Process shall be completed within 3 business days thereafter”;

LLL. by inserting after ¶ 60 a new paragraph “60.1. In the case of Class Members with Medicaid coverage that has been suspended during incarceration in a City Jail pursuant to Social Services Law § 366[1-a], Defendants shall take reasonable steps within their control to ensure that each such Class Member’s Medicaid coverage is unsuspended within four (4) business days of discharge from a City Jail.”;

MMM. by striking the text of ¶ 61 and inserting “[Removed]”;

NNN. by striking the text of ¶ 62 and inserting “[Removed]”;

OOO. by striking heading II.H.3.b “b. Completion and Submission of Medicaid Applications”;

PPP. in ¶ 63 by inserting at the beginning of the paragraph “In the case of Class Members without Medicaid coverage (i.e., no Medicaid coverage that is either active or suspended during incarceration pursuant to Social Services Law § 366[1-

a)),” and striking “and who does not qualify for reactivation of Medicaid benefits, as described in ¶ 58 above,”;

QQQ. in ¶ 64 by striking “within three business days” and inserting “within six business days”; and by striking “Pre-Screening Process” and inserting “CTP”;

RRR. by inserting after ¶ 64 a new paragraph “64.1. Defendants shall take reasonable steps within their control to ensure that each Class Member whose Medicaid application is submitted during his or her incarceration in a City Jail and who is found eligible for Medicaid shall receive Medicaid within seven business days of discharge from a City Jail.”;

SSS. by striking heading II.H.3.c “c. Mailing of Temporary and Permanent Medicaid Cards”;

TTT. by striking the text of ¶ 66 and inserting “[Removed]”;

UUU. by striking the text of ¶ 67 and inserting “[Removed]”;

VVV. by striking the text of ¶ 68 and inserting “[Removed]”;

WWW. by striking heading II.H.3.d “d. Enrollment in the MGP Program”;

XXX. in ¶ 69 by inserting after “appears eligible for Medicaid” in the first sentence “, and has a pending new Medicaid application,”; by striking “have not been activated or reactivated” and inserting “are not active”; and by striking “as provided above”;

YYY. by inserting after ¶ 69 a new paragraph “69.1. Defendants shall use best efforts to secure necessary approvals from the New York State Department of Health to enroll in the Medication Grant Program those Class Members whose existing Medicaid benefits are being unsuspended pursuant to Social Services Law § 336[1-a] and shall confer with the Compliance Monitors at least every six months regarding their efforts to implement such a system.”;

ZZZ. in ¶ 70 by striking “§ II.H.3.b” and inserting “¶¶ 63-65”;

AAAA. in ¶ 71 by striking “§ II.H.3.b” and inserting “¶¶ 63-65”;

BBBB. in ¶ 73 by striking “Member’s being found eligible for reactivation of his or her Medicaid benefits pursuant to ¶¶ 58 – 62 above or” and inserting “Member”; and by striking “or reactivates”;

CCCC. in heading II.H.4 by inserting after “Public Assistance” “and SNAP”;

DDDD. in ¶ 75 by striking “and Persistently”; and by inserting before “on behalf of each Class Member” “and SNAP benefits”;

EEEE. in ¶ 76 by striking “Seriously and Persistently Mentally Ill or likely Seriously and Persistently Mentally Ill” each place it appears and inserting “Seriously Mentally Ill”;

FFFF. in ¶ 77 by striking “Such training shall include, but not be limited to, an instruction (a) to assess each Class Member’s need and eligibility for Emergency Benefits, including but not limited to Food Stamps, when any such Class Member visits a Job Center; (b) to provide whatever Emergency Benefits the Class

Member needs and is entitled to; and (c) to document the reasons for the denial of Emergency Benefits if Emergency Benefits are not provided.”;

GGGG. by striking heading II.H.4.a “a. Access to Safety Net Assistance and Temporary Assistance to Needy Families”;

HHHH. in ¶ 78 by striking “Safety Net Assistance or Temporary Assistance to Needy Families” and inserting “Public Assistance or SNAP”; by striking “SNA or TANF” each place it appears and inserting “Public Assistance and SNAP”; by striking “CTDP” and inserting “CTP”; and by striking “An” at the beginning of the second sentence and inserting “A”;

IIII. in ¶ 79 by striking “SNA application or 30 days after HRA has registered his or her TANF” and inserting “Public Assistance and SNAP”; and by striking “for a SNA application or an additional 60 days for a TANF application”;

JJJJ. in ¶ 80 by striking “SNA or TANF” and inserting “Public Assistance and SNAP”;

KKKK. in ¶ 81 by striking in clause (a) of the first sentence “SNA or TANF” and inserting “Public Assistance and SNAP”; by striking in clause (b) of the first sentence “SNA or TANF” and inserting “Public Assistance or SNAP”; by striking in the second sentence “SNA or TANF” the first two times it appears and inserting “Public Assistance and/or SNAP”; and by striking in the proviso of the second sentence “SNA or TANF” and inserting “Public Assistance and SNAP”;

LLLL. by inserting after ¶ 81 a new paragraph “81.1. If a Class Member appears at a Job Center within 30 days of his or her Release Date and is found

eligible for SNAP benefits, the Class Member will receive SNAP benefits retroactive to his or her Release Date. If the Class Member appears at a Job Center more than 30 days after his or her Release Date, the Class Member shall receive assistance in submitting a Public Assistance and SNAP application, if one has not already been submitted, and if found eligible for SNAP benefits, the Class Member will receive those benefits from the date the Class Member submitted an application.”;

MMMM. in ¶ 82 by striking “SNA or TANF” each place it appears and inserting “Public Assistance and SNAP”;

NNNN. in ¶ 83 by striking “SNA or TANF” and inserting “Public Assistance and SNAP”; by striking in the second sentence “and work related”; by striking “work-related” each additional place it appears and inserting “work”; by striking “an EVR” and inserting “a BEV”; by striking “direct” and inserting “refer”; by inserting in the first sentence before “undergo an evaluation” “WeCARE to”; by striking in the first sentence “at HS Systems”; by striking in the second, third and fourth sentences “HS Systems” each place it appears and inserting “WeCARE”; by striking “331” and inserting “336”; by striking in the second sentence “Labor” and inserting “Social Services”; and by inserting in the third sentence after “limitation is in effect” “, except that such Class Members shall be required to comply with non-work related appointments at WeCARE”;

OOOO. by striking heading II.H.4.b “b. Access to Emergency Benefits”;

PPPP. by striking the text of ¶ 84 and inserting “Defendants’ obligations related to SNAP benefits pursuant to this stipulation are subject to a waiver

obtained by the New York State Office of Temporary and Disability Assistance (OTDA) from the U.S. Department of Agriculture that allows Discharge Planners to apply for SNAP benefits for Class Members while incarcerated. Prior to the expiration of the waiver, Defendants shall use best efforts to have the waiver renewed, which requires further approvals from Federal and State officials. Should the waiver expire, Defendants shall use best efforts to have the waiver reinstated, which similarly requires further approvals from Federal and State officials. Defendants shall confer with the Compliance Monitors at least every six months regarding their efforts to implement or reinstate the waiver.”;

QQQQ. in ¶ 85 by striking “obtain from Discharge Planning Staff or SPAN Office Staff the completed form described in ¶ 84 above, if the form is not already in HRA’s records; (b)”;

by striking “, including but not limited to Food Stamps, using the information provided in such form”; by striking “(c)” and inserting “(b)”;

and by striking “(d)” and inserting “(c)”;

RRRR. by striking the text of ¶ 86 and inserting “[Removed]”;

SSSS. by striking heading II.H.4.c “c. Access to Social Security Benefits and Veterans Administration Benefits”;

TTTT. in ¶ 87 by striking “explore the feasibility of a system for the assessment of” and inserting “assess”; by striking “the completion and submission of applications for such benefits on behalf of Class Members before their Release Date, and Defendants shall implement a system to” and inserting “shall”; by striking “, if such a system is feasible”; and by striking the final sentence of the paragraph;

UUUU. in ¶ 94 by inserting after “requiring shelter,” “upon Class Member consent to be requested by Discharge Planning Staff in completing the Class Member’s Discharge Plan,”;

VVVV. in ¶ 96 by striking “and Persistently”;

WWW. in ¶ 97 by striking “and Persistently”;

XXXX. in heading II.H.5.c by striking “and Persistently”;

YYYY. in ¶ 100 by striking “SPMI” and inserting “SMI”; and by inserting after “appropriate housing” “; provided, however, that if the Class Member has been accepted as a client of a LINK program, the LINK program shall perform such follow up and assistance within five days.”;

ZZZZ. in ¶ 101 by striking “Seriously and Persistently Mentally Ill or likely Seriously and Persistently Mentally Ill” and inserting “Seriously Mentally Ill”;

AAAA. in ¶ 102 by striking “Seriously and Persistently Mentally Ill or likely Seriously and Persistently Mentally Ill” and inserting “Seriously Mentally Ill”;

BBBB. in ¶ 123 by striking “DHS CRU database” and inserting “DHS Database”; and by striking “SCIMS” and inserting “the DHS Database”;

CCCC. in ¶ 124 by striking “DHS CRU database” each place it appears and inserting “DHS Database”;

DDDD. in ¶ 125 by striking “complete and update, as necessary, those fields for each Class Member” and inserting “update the Discharge Planning MIS as necessary,”; and by striking “so that the Discharge Planning MIS” and inserting “so that it”;

EEEE. in ¶ 126 by inserting after “other aspects of the Discharge Planning MIS” “as necessary to monitor Defendants’ compliance with this Agreement”;

FFFF. in ¶ 135 by striking “HS Systems” and inserting “WeCARE”;

GGGG. in ¶ 141 by inserting before “shall be prescreened” “for whom Pre-Screening is required”; by striking “by the date on which that goal becomes effective”; and by inserting after “prescreening 90% of” “such”;

HHHH. in ¶ 142.b by striking “and Persistently”;

IIII. by striking the text of ¶ 142.c and inserting “[Removed]”;

JJJJ. in ¶ 142.d by striking “and Discharge”;

KKKK. by inserting after ¶ 142.d a new subparagraph “d.1.

Completion of clinically appropriate Discharge Plans for Class Members”;

LLLL. in ¶ 142.g by striking “and re-activation”;

MMMM. in ¶ 142.h by striking “prescriptions” and inserting “e-prescriptions”;

NNNN. in ¶ 142.j by striking “SNA and TANF” and inserting “Public Assistance and SNAP”; and by striking “SPMI” and inserting “SMI”;

OOOO. in ¶ 142.k by striking “SPMI or likely SPMI” and inserting “SMI”;

PPPP. in ¶ 142.l by striking “SPMI” and inserting “SMI”;

QQQQ. in ¶ 143 by striking “(c), (d)” and inserting “(d), (d.1).”;

RRRR. in ¶ 146 by inserting after “Settlement Agreement” “and discussions with the Parties”;

SSSSS. by inserting after ¶ 146 a new paragraph “146.1 Within two months after the effective date of any revisions to the Stipulation of Settlement, the Compliance Monitors shall re-assess, and where necessary establish, performance goals in light thereof and discussions with the Parties.”;

TTTTT. in ¶ 153 by striking “every 120 days thereafter” and inserting “thereafter within 45 days of the issuance of each report”;

UUUUU. in ¶ 156 by inserting before the final sentence “Beginning September 1, 2017, any request for fees and/or expenses accrued between June 3 of the prior year and June 2 of that calendar year shall be made by September 1 of that year.”;

VVVVV. in ¶ 196 by striking “Heather Barr” and inserting “Jennifer Parish”; by striking “666 Broadway, 10th Floor” and inserting “40 Rector Street, 9th Floor”; by striking “10012” and inserting “10006”; by striking “John A. Gresham” and inserting “Roberta Mueller”; and by striking “212 788-0928” and inserting “212 356-8760”; and

WWWWW. by inserting at the end of the Agreement an Addendum A:

“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 significant 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.”.

3. The Settlement and any additional measures required under the Court’s April 18, 2014 and September 19, 2014 Orders shall be extended until August 1, 2017, whereupon, the Settlement as amended herein (the “Amended Settlement”) shall enter into force, and the Amended Settlement and any additional measures required under the Court’s April 18, 2014 and September 19, 2014 Orders shall be extended for an additional three years from August 1, 2017. For the avoidance of doubt, the terms of the Amended Settlement, the April 18, 2014 Order and the September 19, 2014 Order shall now expire on July 31, 2020, subject to the provisions of paragraphs 193 and 194 of the Amended Settlement.

4. Nothing herein shall limit any Party’s right to seek relief from the Court under any provision of the Settlement, the Amended Settlement or applicable Order, including but not limited to paragraphs 193 and 194 of the Settlement, Amended Settlement, or applicable law; provided, however, that, except in an emergency situation, Class Counsel shall provide a new notice and reasonable opportunity to address or remedy the matter of concern, as contemplated in paragraph 163 of the Amended Settlement, before applying to the Court for any future order to enforce any provision of the Settlement, Amended Settlement or related Order of this Court, and Class Counsel

acknowledge that no new notice issued prior to August 1, 2017 nor seeking enforcement earlier than September 1, 2017 would be reasonable under the terms of the Settlement or Amended Settlement.

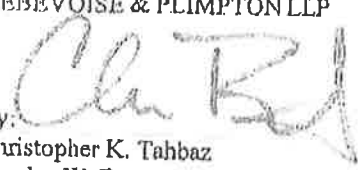
5. Nothing herein shall be deemed to constitute a waiver of any position or argument that any Party is otherwise entitled to make with regard to the enforcement of the Settlement, Amended Settlement or compliance with an Order of this Court.

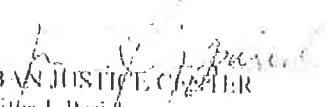
6. For the purposes of this Stipulation, facsimile or other electronically reproduced signatures shall be considered originals.

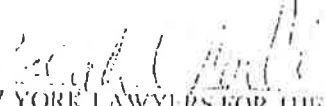
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Dated: New York, New York
June 9, 2017

DEBEVOISE & PLIMPTON LLP

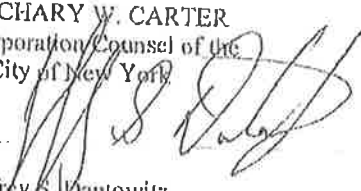
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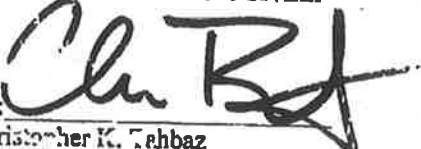
Attorney for Defendants

SO ORDERED:

Justice

Date: New York, New York
June 9, 2017

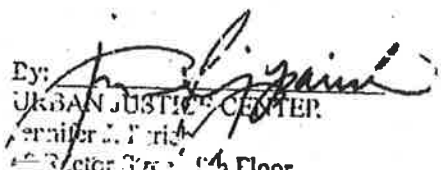
DEBEVOISE & PLIMPTON LLP

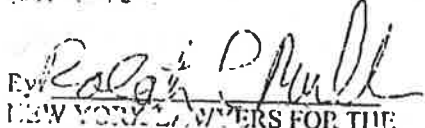
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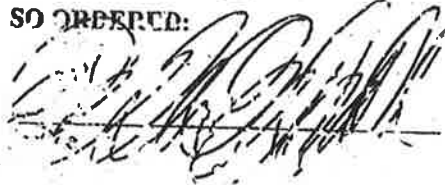
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DATE 6/15/2017

SO ORDERED:



FOR THE CITY OF NEW YORK

FILED

CLERK
NEW YORK