

[COMPLETE LIST OF COUNSEL ON FOLLOWING PAGES ]

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

|                                   |       |                                           |
|-----------------------------------|-------|-------------------------------------------|
| MARK CHAMBERS, et al.             | )     | Case No. C 06-06346 WHA                   |
|                                   | )     |                                           |
| Plaintiffs,                       | )     | <b>CLASS ACTION</b>                       |
|                                   | )     |                                           |
|                                   | vs. ) | <b>JOINT CASE MANAGEMENT</b>              |
|                                   | )     | <b>STATEMENT</b>                          |
| CITY AND COUNTY OF SAN FRANCISCO, | )     |                                           |
|                                   | )     | Case Management Conference:               |
| Defendant.                        | )     | Date: December 3, 2009                    |
|                                   | )     | Time: 11:00 a.m.                          |
|                                   | )     | Room: Courtroom 9, 19 <sup>th</sup> Floor |
|                                   | )     | Judge: Hon. William H. Alsup              |
|                                   | )     |                                           |
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Pursuant to this Court's Order of June 11, 2009, the parties hereby submit a written report as to the status of implementation of the Settlement Agreement. By letter dated June 4, 2009, Class Counsel invoked the dispute resolution process set forth in the Settlement Agreement, and the parties continue to meet and confer regarding mental health and substance abuse services (Section IX of the Settlement Agreement).

#### **BENEFITS TO CLASS MEMBERS**

San Francisco has developed individual Community Living Plans for 1100 class members since January 2008, including individuals currently residing at Laguna Honda Hospital, individuals diverted from admission to Laguna Honda, individuals discharged from Laguna Honda into the community, individuals transferred to acute settings, and individuals who have subsequently died. Each Community Living Plan identifies the services and supports necessary to facilitate a successful placement in the community after discharge or diversion from Laguna Honda Hospital. Since January 2008, 212 class members have been discharged into the community, pursuant to their Community Living Plans. San Francisco has identified and secured 98 scattered-site housing units for class members to date.

With respect to services to class members, Class Counsel continue to monitor benefits they receive via San Francisco's quarterly reporting, a review of randomly selected class member files, individual client advocacy, and regular outreach to residents at Laguna Honda. Class Counsel receive quarterly reporting from San Francisco as to more than 30 data elements related to discharge and access to community services. Class Counsel continue to work with an expert consultant to review randomly selected files and provide opinions as to Defendant's implementation of recommendations made.

#### **I. PROVISIONS FOR NAMED PLAINTIFFS (SECTION IV)**

Three of the named plaintiffs have been discharged to the community and two continue to reside in independent housing with support services (one is deceased). The third is currently residing in a community-based residential care facility. An accessible two bedroom apartment has

1 been secured for lead Plaintiff Mark Chambers, with a projected discharge date of January 2010.  
2 The remaining named plaintiff is in an active discharge process.

3 **II. ACCESS TO THE NURSING FACILITY WAIVER (SECTION V):**

4 San Francisco continues to implement required activities under this section and has reported  
5 to Class Counsel. San Francisco has appointed a Waiver point person to serve on the DCIP, who  
6 coordinates the Nursing Facility Waiver and other services, as the Settlement Agreement provides.  
7 Seven class members are now living in the community supported by the Nursing Facility Waiver,  
8 and twenty-five class members are in the intake process with the State's In-Home Operations  
9 Division, which operates the Nursing Facility Waiver.

10 In addition, the DCIP coordinates with the Institute on Aging, San Francisco County's lead  
11 agency for providing services under the California Community Transitions, Money Follows the  
12 Person Demonstration Project (CCT-MFP). This program has been operational for six months with  
13 seventeen Laguna Honda residents currently enrolled, three of whom have been discharged to the  
14 community with services funded through the program.

15 **III. DIVERSION AND COMMUNITY INTEGRATION PROGRAM (DCIP)/PROVISION**  
16 **OF CASE MANAGEMENT AND WRAP-AROUND SERVICES (SECTIONS VI AND**  
17 **VII):**

18 The DCIP is fully operational, as the Settlement Agreement requires. San Francisco is  
19 engaged in DCIP activities and is working with class members who are diverted and discharged  
20 from Laguna Honda to provide them with services and supports needed for community living. The  
21 DCIP evaluates each eligible class member, according to the Settlement Agreement. Based on the  
22 evaluation, the DCIP develops a Community Living Plan for each eligible class member that  
23 identifies the services and supports necessary to facilitate a successful discharge or diversion from  
24 Laguna Honda Hospital. As mentioned above, 1,100 class members have individual Community  
25 Living Plans, and DCIP has discharged 212 of these class members into community placements.

26 The Peer Mentor program referenced in the Parties' previous Case Management Statement of  
27 June 9, 2009 continues to be in operation and to assist class members in the transition process. Peer  
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mentors have served a valuable role in assisting class members to become informed about the discharge process, in motivating class members toward greater independence, and in facilitating the discharge process. There are currently 15 trained peer mentors working with 35 class members.

This program is operated by the Public Authority and funded by the Department of Aging and Adult Services, which is not connected to Laguna Honda. San Francisco is unable to guarantee funding for this program, but will seek to preserve it as long as possible, taking into account the numerous competing funding needs of the population served.

#### **IV. HOUSING (SECTION VIII):**

San Francisco has made housing subsidies available for class members diverted and discharged from Laguna Honda and has contracted with West Bay Housing Corporation, to administer the Laguna Honda Hospital Rental Subsidy Program. San Francisco has identified and secured 98 scattered-site housing units, of which 85 class members have set up residence to date, and anticipates meeting the first 100 unit goal by January 2010. The Settlement Agreement identifies March 6, 2009, as the completion date for identifying and securing the first 100 units of scattered-site housing. San Francisco explains the delay as a consequence of the unanticipated amount of time required for final approval of the Settlement Agreement after the parties completed their negotiations, which in turn delayed the City's process for bidding and securing its contract with West Bay.

#### **V. MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES (SECTION IX):**

By letter dated June 4, 2009, Class Counsel invoked the dispute resolution process set forth in the Settlement Agreement due to delayed timelines and other provisions of this section of the Agreement. Since that time, some of the issues have been resolved, and some are outstanding. The Parties met in person to discuss Class Counsel's specific concerns on July 15, 2009. Class Counsel subsequently agreed to defer continuation of a formal dispute resolution process in order to monitor Defendant's implementation of commitments made at that meeting and in further communications, as set forth below.

#### Section IX.B 1-4

1 Under the terms of the Agreement, by June 2008, San Francisco was to have conducted an  
2 assessment of mental health/substance abuse services needed, provided and available to Laguna  
3 Honda residents; made recommendations regarding mental health and substance abuse services  
4 provided at LHH; and developed a plan and timeline for implementing these recommendations. San  
5 Francisco was to report on these recommendations to the LTCCC by October 2008. Class Counsel  
6 received the final report on these recommendations, completed by Dr. Davis Ja, on August 3, 2009.

7 According to Defendant, San Francisco has developed a collaborative and multidisciplinary  
8 workgroup, the Laguna Honda/Community Behavioral Health Services (LH/CBHS) Recovery and  
9 Wellness Implementation Executive Committee, which is tasked with developing recommendations  
10 regarding behavioral health services, focused on meeting the mental health and substance use needs  
11 of the clients at and discharged from Laguna Honda. In December 2009 and January 2010, the  
12 committee will share its findings and recommendations with community care providers and Laguna  
13 Honda residents at the monthly meetings of the LTCCC and Laguna Honda Residents' Counsel.  
14 Recommendations will include the use of standardized assessment tools for substance use and  
15 mental health issues, and making the results of the assessments and other data accessible on-line to  
16 facilitate clinical review and services. San Francisco reports on the activities of this group in its  
17 quarterly Status Updates to Class Counsel. San Francisco plans to establish a new social worker  
18 position specifically to provide transitional treatment and facilitate Community Behavioral Health  
19 Services (CBHS) services for class members at Laguna Honda with mental health or substance abuse  
20 needs as those class members transition to the community from Laguna Honda. San Francisco also  
21 plans to finalize recommendations of the (LH/CBHS) Recovery and Wellness Implementation  
22 Executive Committee in February 2010. Class Counsel will monitor these activities to determine the  
23 effectiveness of Class members' access to appropriate mental health and substance abuse services.

24 Sections V.I.E.2. and IX. C.1

25 The Settlement Agreement specifically provides for referral to and provision of mental health  
26 and substance abuse services for class members and that all class members will receive mental  
27 health and substance abuse services in accordance with their Community Living Plans. According  
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1 to Defendant, the work of the Laguna Honda/Community Behavioral Health Services (LH/CBHS)  
 2 Recovery and Wellness Implementation Executive Committee will enhance the integration of  
 3 treatment and services across healthcare service providers and maximize continuity of care for class  
 4 members. Class Counsel will monitor the medical records of class members to determine whether  
 5 class members are receiving mental health and substance abuse services in accordance with their  
 6 Community Living Plans.

## 7 Section XII

8 The Settlement Agreement also provides for data reporting on specific issues related to  
 9 mental health services and numbers of class members in need of and receiving mental health  
 10 services. (Settlement Agreement, Attachment A, 30-33). To date Class Counsel has received only  
 11 one of the four data items required, No. 33, "Names and number of class members receiving CBHS  
 12 case management pursuant to Section IX.C.1 of the settlement agreement," which San Francisco  
 13 provided to Class Counsel in its third quarter 2009 Status Update. As of the third quarter of 2009,  
 14 San Francisco reports that 14 class members are receiving CBHS services.

15 Laguna Honda does not have an electronic tracking system to collect significant data on the  
 16 mental health and substance use of its clients. An electronic tracking system is being developed to  
 17 track the completed Preadmission Screening and Resident Review (PASSR) forms that assesses  
 18 whether or not a long term care resident's mental health issues trigger a need for further assessment  
 19 by the State. The tracking system is expected to be completed by the end of December 2009, at  
 20 which time mental health data can begin to be electronically captured and made available to Class  
 21 Counsel. Class Counsel will monitor the medical records of targeted and randomly elected class  
 22 members to determine whether class members are referred for and are receiving the mental health  
 23 and substance abuse services they need.

24 At the Court's request, copies of correspondence and the reports referenced above can be  
 25 made available.

## 26 **VI. LAGUNA HONDA HOSPITAL (SECTION X):**

The rebuild of Laguna Honda Hospital is underway and that the planned capacity is no more than 780 skilled nursing beds. San Francisco has been reducing the census at Laguna Honda in anticipation of the move to the new buildings next year.

**VII. QUALITY ASSURANCE (SECTION XIII):**

The parties continue to work collaboratively regarding Quality Assurance. Defendant reports that Quality Management protocols include in-person visits to class members after they have been discharged into the community. Class counsel and their consultant raised some specific concerns at a meeting on May 15, 2009 and a subsequent letter on May 19, 2009. The Parties discussed Quality Management at their in-person meeting on July 15, 2009; as part of addressing Class Counsel's concerns, San Francisco developed a Quality Assurance Implementation Plan (QAIP), and now reports on a quarterly basis to Class Counsel as to the Quality Management protocols. In addition, San Francisco reports that clients are followed at regular intervals and by different providers, using a multiple check system when appropriate. The Quality Assurance Implementation Plan Committee has been meeting monthly since August 2009, and will meet quarterly beginning in 2010. Respectfully Submitted,

Date: November 30, 2009

By: /s/

James M. Emery  
Attorneys for Defendant City and County  
of San Francisco

Date: November 30, 2009

By: /s/

Elissa Gershon  
Attorneys for Plaintiffs

Filer's Attestation: Pursuant to General Order No. 45, § X(B), I attest under penalty of perjury that concurrence in the filing of the document has been obtained from each of its signatories.

Date: November 30, 2009

By: /s/

Elissa Gershon  
Attorneys for Plaintiffs

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