



Plaintiffs were either terminated or in the process of being terminated from SOURCE. Plaintiffs sought continuation of SOURCE or equivalent services citing the United States Supreme Court's decision in *Olmstead v. L.C.*, 527 U.S. 581 (1999), and alleging that they were at substantial risk of having to enter an institution without such services.

A hearing regarding the preliminary injunction was held on October 7, 2010. The Court entered a preliminary injunction through December 6, 2010, with the time for Defendants to file any defensive pleadings extended to and through December 16, 2010. The Court granted a series of consent motions to extend the preliminary injunction through February 3, 2011, April 4, 2011, June 6, 2011, August 8, 2011, December 12, 2011, April 16, 2012, June 19, 2012, September 18, 2012, and November 17, 2012 while the parties worked to fully resolve this matter.

As a result of the parties' work to resolve this matter, the parties agree that this action should be finally concluded by entry of this Settlement Agreement. This Settlement Agreement is entered into by the parties as an amicable way of resolving all outstanding differences that may have existed in this case. This Settlement Agreement is intended and does fully and finally resolve any and all claims arising out of the Complaint filed by Plaintiffs.

The parties agree that they will file a joint motion to seek the Court's approval of this Settlement Agreement.

The parties do not object to the jurisdiction of the Court over this action and waive a hearing and the Entry of Findings of Fact and Conclusions of Law.

Accordingly, the parties hereby agree to the following:

1. This Settlement Agreement resolves all claims arising out of the issues between the Plaintiffs and Defendants in this lawsuit, including, without limitation, injunctive relief, declaratory relief, costs, and attorneys' fees.
2. This Court has jurisdiction of the subject matter of this action and of the parties.
3. The terms and provisions of this Settlement Agreement are adequate, fair, reasonable, equitable, and just. The rights of the parties are adequately protected by this Settlement Agreement.
4. This Settlement Agreement conforms with the ADA and is not in derogation of the rights and privileges of any person. The entry of this Settlement Agreement will be in the best interests of the parties and the public.
5. The term "Plaintiffs" in this Settlement Agreement shall refer to Robert Chaffin, Shaun Mitchell, Susannah Trogdon, James Kim, and Lars Knipp.

6. The term “Defendants” in this Settlement Agreement shall refer to Governor Nathan Deal, David A. Cook, in his official capacity as the Commissioner of the Georgia Department of Community Health (“DCH”) and Frank W. Berry, in his official capacity as Commissioner of the Georgia Department of Behavioral Health and Developmental Disabilities (“DBHDD”).

7. The Defendants shall give Plaintiffs reasonable accommodations based on their disabilities as required by law, including providing Plaintiffs with such state or Medicaid funded services that are reasonable and necessary in order to ensure that Plaintiffs do not have to live in a psychiatric hospital or nursing facility in order to receive medical or mental health services.

8. Robert Chaffin qualified for and is now receiving the SOURCE Medicaid Waiver. Defendants shall continue to provide Robert Chaffin the SOURCE Medicaid Waiver or equivalent Medicaid or Medicaid Waiver services for as long as he continues to satisfy the eligibility criteria for such services. Mr. Chaffin also must comply with the policies and procedures of the SOURCE program and the Medicaid program.

9. Shaun Mitchell shall continue to receive the SOURCE Medicaid services at least through midnight on December 31, 2012. If he is found ineligible upon review after that date, then Defendants shall, prior to termination from such

program, provide Mr. Mitchell with a termination notice. In the case of a termination, Defendants will provide Mr. Mitchell with all of the due process, state, and federal rights he has under the law to appeal any such termination through the state administrative process. Mr. Mitchell also must comply with the policies and procedures of the SOURCE program and the Medicaid program.

10. Lars Knipp is not eligible for the SOURCE Medicaid Waiver. However, he qualified for and is now receiving the Comprehensive Supports (“COMP”) Medicaid Waiver in place of the SOURCE Medicaid Waiver. Defendants shall continue to provide Mr. Knipp the COMP Medicaid Waiver or equivalent Medicaid or Medicaid Waiver services for as long as he continues to satisfy the eligibility criteria of such services. Mr. Knipp also must comply with the policies and procedures of the COMP waiver and the Medicaid program.

11. Susannah Trogdon is not eligible for the SOURCE Medicaid Waiver. However, she qualified for and is now receiving from Defendants the COMP Medicaid Waiver. Defendants shall continue to provide Ms. Trogdon the COMP Medicaid Waiver or equivalent Medicaid or Medicaid Waiver services for as long as she continues to satisfy the eligibility criteria of any such services. Ms. Trogdon also must comply with the policies and procedures of the COMP waiver and the Medicaid program.

12. James Kim qualified for the SOURCE Medicaid Waiver. However, he also qualifies for, has chosen to receive, and is now receiving the Independent Care Waiver Program (“ICWP”) Medicaid Waiver in lieu of SOURCE.

Defendants shall continue to provide Mr. Kim with the ICWP Medicaid Waiver or equivalent Medicaid or Medicaid Waiver services for as long as he continues to satisfy the eligibility criteria of any such services. Mr. Kim also must comply with the policies and procedures of the ICWP program and the Medicaid program.

13. James Kim also qualifies for and currently receives Assertive Community Treatment (“ACT”) Team services due to his diagnosis of severe mental illness and his repeated hospitalizations. He shall continue to qualify for and receive ACT services at least through May 11, 2013, and he shall continue to receive such ACT services after May 11, 2013 as long as he meets the eligibility criteria for such services and complies with applicable policies and procedures. The parties agree that Mr. Kim can continue to receive ACT and ICWP services simultaneously as long as he is eligible for each service. If Mr. Kim is discharged from ACT services due to ineligibility or noncompliance with applicable policies and procedures on or after May 11, 2013, then he must be given written notice of such discharge and full and adequate discharge planning, including being

connected to case management services or similar services for which he qualifies and chooses to receive.

14. Defendants shall pay the Atlanta Legal Aid Society, Inc. a total of one hundred thousand dollars (\$100,000) as attorney's fees and court costs.

Defendants shall make such payment within thirty (30) days after receiving notice of the Court's entry of this Settlement Agreement, by delivering to counsel for Plaintiffs, by United States Postal Service, certified mail return receipt requested, a business check made payable to the Atlanta Legal Aid Society, Inc. for such amount. Except as otherwise set out in this paragraph, the parties shall bear their respective attorney's fees and costs incurred in this action up to the date of the signing of this Settlement Agreement.

15. All provisions of this Settlement Agreement shall continue in effect as a Settlement Agreement between the parties governed by the laws of the State of Georgia.

AGREED TO BY:

*Attorneys for Defendants*

SAMUEL S. OLENS                      551540  
Attorney General

DENNIS R. DUNN                      234098  
Deputy Attorney General

SHALEN S. NELSON                      636575  
Senior Assistant Attorney General

/s/ Michelle Townes  
Michelle Townes                      714924  
Assistant Attorney General

/s/ Penny Hannah  
Penny L. Hannah                      323563  
Assistant Attorney General



*Attorneys for Plaintiffs*

/s/ C. Talley Wells

|                  |        |
|------------------|--------|
| C. Talley Wells  | 747657 |
| Charles R. Bliss | 063385 |

Atlanta Legal Aid Society, Inc.  
246 Sycamore Street  
Decatur, GA 30030  
404-377-0705 ext. 282 (phone)  
404-377-2349 (fax)  
ctwells@atlantalegalaid.org

Order prepared by:  
C. Talley Wells  
Georgia Bar No. 747657  
Atlanta Legal Aid Society, Inc.  
246 Sycamore Street  
Decatur, GA 30030  
770-817-7527 (phone)  
404-377-2349 (fax)  
ctwells@atlantalegalaid.org

**CERTIFICATE OF COMPLIANCE**

The undersigned counsel certifies that the foregoing has been prepared in Times New Roman (14 point) font, as approved by the Court in L.R. 5.1.B.

/s/ C. Talley Wells  
C. Talley Wells  
Georgia Bar No. 747657  
Counsel for Plaintiffs



This 17th day of December, 2012.

/s/ C. Talley Wells  
C. Talley Wells 747657  
Plaintiffs' Attorney

Atlanta Legal Aid Society, Inc.  
246 Sycamore Street  
Decatur, GA 30030  
770-817-7527 (phone)  
404-377-2349 (fax)  
ctwells@atlantalegalaid.org