

Exhibit B
W.R. v. DCF, Civil Action No. 3:02cv 429 (RNC)
UNITED STATES DISTRICT COURT -- DISTRICT OF CONNECTICUT

Summary of Notice to Potential W.R. Class Members

This notice is for members of the “class” in a case called *W.R. v. Department of Children and Families (D.C.F.)*, a “class action” filed in the United States District Court for the District of Connecticut. In this case, the court has ruled that the class (people affected by this lawsuit) includes all children, youth, and young adults (referred to collectively as “youth”) in DCF’s care, who have mental illness or serious behavioral issues, who should live in the community, and who have not had the opportunity to do so. In 2002, several youth and/or their parents (plaintiffs) filed a class action lawsuit to improve the services DCF provides to youth with mental health issues who are in DCF’s care. The plaintiffs and DCF have agreed to settle this case, and the lawsuit will end if the court approves the settlement agreement. The case was brought to change the way DCF operates. This notice tells you what changes will go into effect if the court approves the agreement, and explains how you can tell the court if you object.

THIS NOTICE APPLIES TO YOU IF:

You are between the age of 0 and 21 years old and have serious mental illness and/or serious behavioral issues AND you are committed to DCF, or are receiving voluntary services from the DCF AND DCF is responsible for making arrangements for your living situation.

- You represent or are a guardian of a child, youth, or young adult (referred to as “youth) from 0 to 21 years of age in the care or custody of the Department of Children and Families who has serious mental illness and/or serious behavioral issues;

A hearing will be held on August 8, 2007, before Robert N. Chatigny, United States District Court Judge. It will be at the United States District Court, 450 Main Street, Hartford, Connecticut. At the hearing, the Court will consider the settlement agreement. Class members can object to the settlement agreement at the hearing.

You do not have to go to the hearing or do anything else if you do not want to object to the settlement.

UNITED STATES DISTRICT COURT -- DISTRICT OF CONNECTICUT

**NOTICE OF PROPOSED SETTLEMENT AGREEMENT
AND FAIRNESS HEARING**

WHAT IS THIS NOTICE ABOUT?

This notice is to alert you that a lawsuit has been settled which might affect you, your client, or a youth for whom you are the parent or guardian. The lawsuit, W.R., et al v. DCF et al, was filed as a class action in 2002. The lawsuit was filed by several plaintiffs (youths in DCF's care and/or their parents) who claimed that the DCF discriminated against them on the basis of their mental illness and that they were harmed by DCF's failure to put into place policies and procedures to make sure that mentally ill youth in the care of DCF had placements available to them which would help them to live in the community. Plaintiffs filed the case as a class action lawsuit arguing that other children and youth like them in DCF's care were also harmed by DCF's violation of the law. After 5 years of litigation, the parties reached an agreement that will settle the case. The agreement includes certain provisions that will affect not only the individual plaintiffs, but also the group of youth who are members of the class. The court has already certified the class under F.R.C.P. 23(b)(2) and, if the court approves of the settlement, all members of the class will be bound by the agreement.

This is the description of the group which the judge certified as a class in this case (called the *W.R.* Class):

All mentally ill youth (children aged 0-21 years) and/or youth with serious behavioral issues in the care of DCF whose mental health needs cannot be met in traditional foster home placements or institutions, who are in need of community based placements and /or who have experienced or are at high risk of experiencing multiple failed placements.

WHY ARE YOU RECEIVING THIS NOTICE NOW?

Before this settlement can take effect, two things must happen. First, the Connecticut Legislature must agree to approve the settlement. That has been accomplished. Second, the court must hold a Fairness Hearing to review the terms of the settlement agreement and allow people who are *W.R.* class members to comment on the settlement if they do not agree with it. If you think you, your client, or someone in your care is a *W.R.* Class member, you may want to attend the Fairness Hearing on August 8, 2007 (insert date here, too).

WHAT IS W.R., et al v. DCF, et al ALL ABOUT?

Background: This lawsuit was brought in March, 2002, seeking to improve the services DCF provides to mentally ill children and youth or those with serious behavior problems, who are in DCF's care and who are not residing in their family home. The lawsuit was brought by several individuals and/or their parents. The Child Advocate of the State of Connecticut joined the lawsuit as a plaintiff, and several other individuals filed motions to join or intervene in the lawsuit, also. The Court approved the class on May 23, 2007 and appointed Anne Louise Blanchard, Bet Gailor, and Catherine L. Williams of Connecticut Legal Services, Inc. as attorneys for the *W.R.* Class. Connecticut Legal Services, Inc. also represents several of the individual plaintiffs.

The claims this settlement seeks to resolve are that DCF violated the Americans with Disabilities Act and Section 504 of the Rehabilitation Act by:

- Failing to provide class members with appropriate community-based placements contrary to their clinical needs; and
- failing to provide class members with a continuum of placements and relying on overly restrictive institutional placements and inappropriate foster care placements lacking adequate clinical supports.

DCF has denied these allegations.

With the help of children's mental health experts, attorneys for the plaintiffs worked to reach the best agreement possible for all class members. The terms of the settlement agreement, and the nature of the benefits of the Agreement for class members, are provided below. If the settlement agreement is approved, class members will have waived their right to sue DCF for its failure to provide a community based placement to them in the past but individual class members can continue to challenge DCF's services and plans, including failure to provide a community based placement to them now or in the future.

Many class members might not be aware of the lawsuit or might have questions about it. If you have questions about the agreement, information is provided below so you can contact one of the attorneys for the class.

Fairness hearing: The Court is holding a "fairness" hearing to consider whether the settlement agreement is fair, reasonable and adequate. It is scheduled for August 8, 2007 at 9:00 am before Judge Robert N. Chatigny, Courtroom Three, United States District Court, 450 Main Street, Hartford, Connecticut. Class members do not have to attend the hearing, but may attend and comment on, or object to, the settlement agreement.

Procedure to comment on or object to the settlement agreement at the fairness hearing: Anyone may come to the fairness hearing just to listen, but there are very specific procedures you must follow BEFORE THE HEARING if you want to comment on, or object to, the settlement agreement. To comment on, or object to, the agreement, you must do the following:

1. On or before August 8, 2007, you must file a written "Notice of Intent to Comment" with the court. Your "Notice" must identify the case, W.R. v. DCF, Civil Action No. 3:02cv 429 (RNC), include your name and address, and briefly indicate your comment and the basis for your comment.
2. The original of your "Notice" must be mailed or delivered to: Clerk, United States District Court, 450 Main Street, Hartford, Connecticut 06103-3062.
3. Copies of your "Notice" must be mailed or delivered to ALL of the following:

Plaintiffs' and Class Counsel:

- Anne Louise Blanchard, Bet Gailor, Connecticut Legal Services, Inc., 872 Main St., PO Box 258, Willimantic, CT 06226
- Catherine Williams, Connecticut Legal Services, Inc. 211 State Street, Bridgeport, CT 06604
- Christina Ghio, Office of the Child Advocate, 18-20 Trinity Street, Hartford, CT 06106

Defendants' Counsel: Susan Pearlman and John Tucker, Office of the Attorney General, 110 Sherman Street, Hartford, CT

Additional information: If you wish to obtain a copy of the settlement agreement, or if you have questions, contact one of the following attorneys who represent the plaintiff class:

- Anne Louise Blanchard 1-800-413-7796 ext. 109
- Bet Gailor 1-800-413-7796 ext. 111
- Catherine Williams 1-800-809-4434 ext. 110

The proposed settlement agreement may also be viewed by visiting the Department of Children and Families' website:

Terms of the Settlement Agreement:

A. DCF has agreed to take the following steps which will increase its ability to serve all members of the *W.R.* Class:

1. Emergency Mobile Psychiatric Services ("EMPS"):

a. DCF will increase funding of EMPS by \$1,000,000.00 per year for 3 years. The added money will be used to increase the number of EMPS staff during peak and expanded hours to allow for maximum mobility and faster response times to crisis calls. The DCF geographic areas of New Haven, Hartford, Bridgeport, Waterbury, and New Britain will receive additional resources with this increased money. DCF will make good faith efforts to ensure the expenditure of the funds allocated in accordance with the Settlement Agreement.

b. For the Eastern Connecticut region currently served by the DCF offices in Willimantic and Norwich, DCF will commit an additional amount of \$187,500 in the first year, and, for Years Two and Three of the Settlement Agreement, DCF commit an additional \$250,000 per year, to enhance the EMPS currently offered in Eastern Connecticut.

c. DCF and a Consultant hired to oversee the implementation of the settlement will periodically review the allocation of all EMPS services as compared to demand and need for the services. If the parties agree, DCF may reallocate the additional EMPS funding referred to in this suit to areas where the need is greatest.

2. Individual Community Based Options (called "ICBO")

a. DCF together with the Consultant to be hired under the settlement, will develop and implement an ICBO program to help *W.R.* class members obtain and remain in appropriate community based placements.

b. In Year One of the term of this Settlement Agreement, DCF will commit \$1,312,500.00 (one million three hundred thousand five hundred dollars) to develop and implement ICBO for *W.R.* class members who would otherwise remain in inappropriate residential placements, be at high risk of placement in such facilities due to their mental or behavioral health problems, or have experienced multiple unsuccessful foster care placements, group home placements, or other community based placements. Specifically, these funds will be used to provide therapeutically supported living, crisis supports, and related services to help maintain these individuals successfully in the community. It is contemplated that the bulk of these services or supports will be directed to *W.R.* class members who are adolescents and have experienced multiple placements. DCF will identify ICBO funds as a separate budget line item for the purpose of augmenting, and not replacing, the current service array provided to class members.

c. In Years Two and Three, DCF will commit \$2,000,000.00 (two million dollars) per year to develop and implement ICBO, for *W.R.* class members who would otherwise remain in residential

treatment facilities, be at high risk of placement in such facilities due to their mental or behavioral health problems, or have experienced multiple unsuccessful foster care placements.

3. Guidance

DCF, in collaboration with the Consultant, agrees to provide regular and structured guidance to its Area Resource Group staff, program supervisors, social workers, social work supervisors and individuals/organizations that contract with DCF to provide services to *W.R.* class members in the following areas:

- (a) transition planning for clients aging out of DCF's care, beginning at age 14, and
- (b) unconventional or individualized "out of the box" planning options related to the *W.R.* class, including strength-based planning and understanding that there is a "no eject/no reject" policy for services for all DCF clients, including services available for *W.R.* class members and
- (c) the increased availability of EMPS services, as well as the availability of the group homes and ICBO services, under this Agreement.

4. Consultant

a. DCF will hire a Consultant for the purposes of implementing the Settlement Agreement. The plaintiffs and DCF will agree upon a third party consultant whom DCF will pay an annual salary of up to \$175,000 (one hundred seventy-five thousand dollars).

b. The Consultant's duties include:

- (1) helping DCF establish eligibility criteria for ICBO and an appropriate transition process for participation in the ICBO program;
- (2) identifying best and promising practices for clinical services and other supportive services provided in group home settings, EMPS and ICBO services and make recommendations for improvements to these programs;
- (3) providing a quarterly report to DCF and plaintiffs' counsel during each of the three years of the agreement on services provided in group home settings, as well as the EMPS and the ICBO services related to the *W.R.* class and the nature and extent of the guidance provided by the Consultant to DCF;
- (4) help DCF develop transition planning and policy to help older adolescent *W.R.* class members prepare for adulthood, and, if appropriate, transition to services provided by DMR or DMHAS.

B. Other steps DCF will take:

1. Special Needs Trusts

a. For four of the six individuals who are plaintiffs, intervenors, or joinders to the suit, DCF will fund small \$5,000 special needs trusts for their benefit.

b. For one of the other named plaintiffs and one of the joinder plaintiffs who have already aged-out of the DCF system, under a memorandum of agreement between DCF and the Department of Mental Health and Addiction Services, DCF will fund the cost of a case manager, educational and vocational mentors, living expenses, educational services, health care services, and other related expenses for three (3) years. Total costs may not exceed \$199,953 per year.

2. Voluntary Services One of the plaintiffs who is receiving voluntary services for serious mental illness will remain eligible for DCF services and receive the same priority for services as committed youth through the 23rd birthday.

3. Attorneys Fees and Costs. In order to settle the case, DCF agreed to pay and counsel for plaintiffs agreed to accept \$150,000.00 for attorneys' fees and costs.

HOW MIGHT THE SETTLEMENT AFFECT YOU IF YOU ARE A *W.R.* CLASS MEMBER?

What are the benefits to class members of the settlement agreement?

W.R. class members will benefit from the settlement because:

1. Increased EMPS will be available to *W.R.* class members which will help them in times of crisis;
2. ICBO services are being created to assist *W.R.* class members in obtaining and remaining in appropriate community based placements;
3. DCF will be hiring a new top level Consultant who will provide guidance to DCF intended to improve the practices of DCF staff and agencies working with DCF, particularly in regard to the way they deal with and plan for *W.R.* class members.

What rights, if any, do the class members give up if the settlement agreement is approved?

W.R. class members will be giving up some rights to sue DCF as they relate to the claims made in the *W.R.* lawsuit. However, *W.R.* class members will retain other rights to sue DCF if they have been otherwise harmed by DCF. Class members will forfeit their right to sue DCF as a class or individually for those matters which have resulted or could result from the alleged acts or omissions of DCF which have been raised or could have been raised in any way, growing out of the incident(s), acts or omissions which are described in the amended complaint in this case. Class members retain any other rights they previously had including any rights to sue DCF for any personal injury or other harm suffered while in state care or custody and to challenge their treatment plans or a current or future failure by DCF to provide community based programming to them.

Length of the settlement agreement: The settlement agreement will be effective for three years and will conclude on June 30th, 2010.