

EXHIBIT 1

Settlement Agreement

This Settlement Agreement (“Agreement”) concerns the civil action captioned *C.C., et al. v. Buckner*, Civil Action No. 2:21-cv-367-ECM (M.D. Ala). This agreement is dated December 18, 2025, but will not be effective unless and until the Court enters an order dismissing this case with prejudice and retaining jurisdiction to enforce the terms contained herein. This agreement is between Defendant Nancy Buckner in her official capacity as Commissioner of the Alabama Department of Human Resources (“ADHR”) and Plaintiffs C.C., through his Next Friend Jenny Carroll, and F.F. and G.G., through their Next Friend Christine Freeman.

RECITALS

WHEREAS, Plaintiffs filed this lawsuit on May 20, 2021, seeking to represent a class of foster children with mental health impairments in the care and custody of ADHR. Plaintiffs’ complaint seeks solely prospective injunctive relief designed to remedy alleged systemic deficiencies that result in the overuse of psychiatric residential treatment facilities (“PRTFs”) by ADHR in violation of Title II of the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.* (“ADA”), and Section 504 of the Rehabilitation Act, 29 U.S.C. § 794 (“Rehabilitation Act”).

WHEREAS, ADHR denies Plaintiffs’ allegations and any violation of the ADA and the Rehabilitation Act.

WHEREAS, in the interest of efficiency and justice, the parties have agreed to resolve this lawsuit on the terms included herein.

I. Definitions.

The following definitions shall apply to this Agreement:

1. **ADAP** means the Alabama Disabilities Advocacy Program and all of its officers, employees, agents, representatives, and anyone purporting to act on its behalf.

2. **ADHR** means the Alabama Department of Human Resources and all of its officers, partners, employees, agents, representatives, and anyone purporting to act on its behalf. ADHR includes all county offices and county divisions of ADHR.

3. A **Certificate of Need (CON)** is the form required for Medicaid recipients under age 21 seeking admission to an Alabama psychiatric residential treatment facility on a non-emergency basis under Ala. Admin. Code 560-X-41-.13(3) or on an emergency basis under Ala. Admin. Code 560-X-41-.13(6).

4. **Class Member** means a member of a class certified by the Court in this action in connection with its approval of this Agreement.

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5. **Comprehensive Family Assessment (“CFA”)** is an assessment ADHR begins at initial contact with a family and continues until case closure. The CFA analyzes four areas of family functioning: parent functioning, child functioning, family functioning, and the family’s community. It also informs decision-making, identifies a family’s strengths and needs, and serves as the foundation for a well-developed, individualized service plan focused on safety, permanency, and wellbeing.

6. **Conflict Resolution** is the process by which an ISP team member requests a secondary review of the MAT Assessment.

7. The **Effective Date** of this Agreement will be the date the Court enters an Order dismissing this case with prejudice and retaining jurisdiction to enforce the terms contained herein.

8. An **Individualized Education Program (“IEP”)** is a plan developed to ensure a child with an identified disability attending public school receives specialized instruction and related services.

9. The **Individualized Service Plan (“ISP”)** is the case plan designed to achieve a child’s desired case outcome developed by the ISP Team. The ISP Team is the Individualized Service Plan Team as defined in DHR’s Individualized Service Plans Policy.

10. The **ISP Policy** is the current iteration of ADHR’s ISP Policy (effective date October 1, 2018), which ADHR agrees to not amend in a manner that contradicts the terms of this Agreement during the term of this Agreement.

11. **Multi-Dimensional Assessment Tool (“MAT”) or MAT Assessment** is an age-appropriate, evidence-based, validated, and functional assessment focused on the child’s and family’s culture, strengths, and needs, and an assessment of community-based options to meet those needs. It must (i) include an in-person evaluation when possible; (ii) be completed by

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individuals trained and qualified to administer the assessment; and (iii) in certain circumstances be subject to secondary, independent review (known as Conflict Resolution). The assessment examines the following core components: (i) behavioral and emotional needs; (ii) caregiver needs and resources; (iii) cultural factors; (iv) life functioning; (v) risk behaviors; (vi) strengths; (vii) trauma history as it affects current functioning; and (viii) necessary supports needed to avoid an intensive placement or justification as to why they are not appropriate.

12. Plaintiffs are the Named Plaintiffs in the above-captioned case and all Class Members.

13. PRTF or Psychiatric Residential Treatment Facility means a facility, other than a hospital, that provides psychiatric services to individuals under the age of 21 in an inpatient setting in accordance with 42 CFR § 483.352. PRTFs are intensive residential programs in Alabama.

14. Referral means the provision of information about a child to a placement provider for purposes of placing the child at the provider.

15. Step-Down means a placement move to a lesser restrictive placement (e.g., move from PRTF to TFC).

16. Therapeutic Foster Care (“TFC”) is a community-based program for children whose special needs can be met through services delivered primarily by trained therapeutic foster parents working in full partnership with the child, the child’s family, and all other persons on the ISP Team. Depending on a child’s case specific needs, service components may include, but are not limited to, treatment planning, behavior management planning, weekly visitation, referrals to programs and services, group and individual therapy, crisis intervention services, discharge planning, and medication monitoring. As used in this agreement, TFC includes and encompasses

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Therapeutic Foster Care with Enhanced Services (“TFC-E”). For purposes of this Agreement, TFC and TFC-E are considered least restrictive placements than moderate residential.

17. Therapeutic Foster Care with Enhanced Services (“TFC-E”) means a TFC placement providing care for youth in foster care who have unique issues and: (a) are under fourteen years of age, have a diagnosis of autism, intellectual disability and are not eligible (due to age) to be placed on the Intellectual Disability waiver waiting list and/or receive a waiver slot or; (b) have a DSM-V diagnosis and have mental health issues and/or a medical/emotional/behavioral need that would otherwise require an out-of-state placement.

18. Treatment Team is an interdisciplinary team including licensed clinicians who develop and provide individualized services and supports to children in PRTFs.

II. Program Improvements

A. Assessments

1. ADHR agrees to ensure that no child shall be Referred to a PRTF without first having received a “Comprehensive Assessment.” The Comprehensive Assessment shall include but not be limited to a MAT. The person or team conducting the Comprehensive Assessment shall also consider the following documentation as applicable: an ISP showing the ISP Team recommendation for PRTF placement; a CFA dated within the last 90 days with a focus on what supports would be needed for a viable plan for reunification accounting for the child’s safety; current IEP and school records; psychological evaluation that is current according to Medicaid regulations; the last 3 months of progress notes from placement providers; the discharge summary or placement recommendation from the current placement provider; and any medical/neurological/developmental evaluations that may impact the appropriateness of the PRTF or treatment strategies. In fulfilling its obligations under Medicaid to obtain a CON prior to PRTF placement, ADHR will provide a copy of all above-listed available documentation, including the

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completed MAT, to the independent team (defined according to Ala. Admin. Code 560-X-41-.13) completing the CON.

2. The Comprehensive Assessment must occur no earlier than 30 days prior to a child's Referral to a PRTF.

3. ADHR agrees to continue making Referrals for PRTF placements through the centralized intake process. Prior to making a Referral to a PRTF, centralized intake staff within the Resource Management Division will review all documents supporting the PRTF placement, including documents enumerated in Section II(A)(1). If necessary, the Resource Management Division will follow up with county staff for additional information or to recommend further assessment.

4. ADHR agrees that each child placed in a PRTF shall be reassessed at intervals not to exceed 6 months to determine the appropriateness of a Step-Down placement. The reassessment shall include administration of the MAT and consideration of other available documentation referenced in Section II(A)(1). This reassessment may be conducted at intervals of less than 6 months upon recommendation of a child's ISP Team or Treatment Team, but the reassessment may not be conducted more than 6 months from either entry into the PRTF or from the most recent prior assessment. The 6-month timeframe shall start upon initial placement into a PRTF and will not be interrupted by any lateral PRTF placements.

5. ADHR agrees to update the ISP policy to require that for any child in a PRTF placement and for any child who has been discharged from a PRTF within the last 6 months, the ISP Team will meet no less frequently than every 3 months.

6. ADHR agrees that, subject to the results of any Conflict Resolution initiated by the ISP Team, children in PRTFs who receive a recommendation for Step-Down from a reassessment,

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the PRTF, or other clinical recommendation, will be stepped down to an appropriate least restrictive setting within 30 calendar days of the recommendation. If any child has not been stepped down to an appropriate least restrictive setting within 45 calendar days of the recommendation, ADHR will notify ADAP and provide a summary of its efforts to locate an appropriate placement.

7. Compliance with the Agreement means that ADHR has achieved the following Compliance Outcome Measures (OMs) in an individual reporting period and has thereafter sustained performance at or above the OM for two additional consecutive reporting periods:

	Metric	Interim Benchmarks		Compliance OM
		Year 1	Year 2	Year 3
OM 1	__% of children in ADHR custody receive a Comprehensive Assessment prior to Referral to a PRTF	60%	80%	95%
OM 2(a)-(d)	For children in ADHR custody who are placed in a PRTF without a Comprehensive Assessment: (a) __% of children who receive a Comprehensive Assessment within 30 calendar days of placement in a PRTF; (b) __% of children who receive a Comprehensive Assessment within 45 calendar days of placement in a PRTF; (c) if the Comprehensive Assessment recommends step down, __% are stepped down to the least restrictive	(a) 60% (b) 60% (c) 60% (d) 60%	(a) 80% (b) 80% (c) 80% (d) 80%	(a) 90% (b) 95% (c) 90% (d) 95%

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	placement appropriate to meet their needs within 30 calendar days, and (d) __% are stepped down to the least restrictive placement appropriate to meet their needs within 45 days.			
OM 3	__% of children in a PRTF in ADHR custody receive a timely (6-month) reassessment	60%	75%	90%
OM 4(a)-(b)	(a) __% of children in a PRTF in ADHR custody are stepped down to the least restrictive placement appropriate to meet their needs within 30 calendar days of a stepdown recommendation, and (b) __% of children in a PRTF in ADHR custody are stepped down to the least restrictive placement appropriate to meet their needs within 45 calendar days of a stepdown recommendation	(a) 60% (b) 60%	(a) 80% (b) 80%	(a) 90% (b) 95%

8. ADHR will provide the following monthly reporting to ADAP:

- i. the number and percentage of children, along with the identity of each child who is placed in a PRTF without a Comprehensive Assessment prior to their Referral;
- ii. for each child placed in a PRTF without a Comprehensive Assessment prior to Referral, the number of days after placement in which the child received a Comprehensive Assessment, and the placement type recommended by the Comprehensive Assessment; and

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- iii. for children referred to or placed in PRTFs, the number of cases in which Conflict Resolution was requested and occurred, specifying the original MAT disposition, the requested change to the MAT disposition, and the final MAT disposition after Conflict Resolution was completed.

9. ADHR will also provide data every 6-month reporting period to ADAP to validate progress towards the achievement of the Interim Benchmarks and OMs in this Section.

B. Individualized Service Planning (ISP) and Discharge Planning

1. ADHR agrees to make changes as necessary to its policies, practices, and procedures to ensure that ISPs are conducted in accordance with the following:

- i. ADHR will complete a PRTF Form for children who have been referred to and/or placed in a PRTF. The PRTF Form will include an explanation of why a PRTF placement is most appropriate to address the child's mental and behavioral health needs and why a lesser restrictive placement is not appropriate. The explanation shall include a summary of the placements and services recommended by the ISP Team or other treatment professionals and/or attempted during the time the child has been in ADHR care or in the one-year period before the PRTF Referral, whichever is less. The PRTF Form will also include a "Treatment Progress Summary" as explained below. The PRTF Form will be completed prior to placement and updated as the ISP is updated to account for changes in treatment and effects on discharge planning. For children with Individualized Education Plans (IEPs), when developing the PRTF Form, ADHR will consider the supports and services recommended by the IEP to the extent possible.

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- ii. A Treatment Plan must be created by the PRTF consistent with PRTF contract language. ADHR will monitor the child's Treatment Plan and include the following information in the Treatment Progress Summary section of the PRTF Form: (i) a description of the child's needs; (ii) a summary of the services, supports, and/or treatments required to meet the child's needs and any barriers to the provision of the same and steps ADHR will take to address such barriers; (iii) a summary of the child's progress towards their treatment goals; and (iv) a statement identifying any other services, supports, and/or treatments to meet the child's needs or allow progress towards the child's goals.
- iii. The Treatment Progress Summary section will be reviewed at every quarterly ISP meeting while the child is in a PRTF and updated or amended as needed to meet the needs of the child.

2. ADHR agrees to make the following changes as necessary to its policies, practices, and/or PRTF contracts to ensure that the following discharge planning is conducted for each child who is placed in a PRTF:

- i. In accordance with ADHR's policy, discharge planning will begin upon a child's admission into a PRTF. A discharge plan must be created by the PRTF consistent with PRTF contract language.
- ii. ADHR will monitor the PRTF's discharge plan and maintain the following summary information in the PRTF Form: (i) the anticipated discharge date; (ii) the anticipated type of placement upon discharge from the PRTF; (iii) steps ADHR will take to secure the next least restrictive placement

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appropriate to the child's needs as determined by the treatment team and ISP team, including the timely arrangement of pre-placement visits as necessary and any other formal and informal supports and services; (iv) a plan to respond to potential crises after discharge; (v) a description of the child's clinical readiness for discharge (i.e., not self-harming, not harming others); and (vi) anticipated barriers to discharge and steps to address any such barriers.

- iii. The discharge plan will be reviewed at every quarterly ISP meeting while the child is in the PRTF and at the first ISP after the child has been discharged from the PRTF. The discharge plan and PRTF Form must be updated or amended as needed to meet the needs of the child.
- iv. A child's discharge date cannot be extended based solely or exclusively on the child's progress or status in any point/step/level systems within the PRTF. The discharge date may be extended only upon a written finding by the child's Treatment Team or ISP Team finding that the child's needs justify a lengthier stay than previously anticipated. If the discharge date is extended, the update must include the specified reason for the extension, any additional needs of the child that justify the extension, and the services, supports, and/or treatments that will be added to the treatment plan to address the updated needs and be communicated to the child. Discharge dates may not be extended at greater than 30-day intervals.
- v. As soon as possible after the discharge notice or other recommendation for discharge is received from the facility and at least 7 days prior to the date

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of discharge, ADHR will document that the discharge plan has been reviewed with the child (either at an ISP meeting or regular caseworker visit).

3. ADHR agrees to conduct additional trainings of caseworkers and supervisors regarding completion of the Treatment Progress Summary and discharge plan.

4. ADHR agrees to have the Congregate Care Review Unit or other quality assurance team conduct a bi-annual random sampling of children who have been placed in PRTFs and who have been discharged from a PRTF in the past 12 months.

i. The sample will consist of 45 children drawn randomly and without replacement from the population of children currently placed in a PRTF or who have been discharged from a PRTF within the past 12 months at the time the sample is drawn. The sample will be stratified to ensure representative numbers of children who are currently in a PRTF placement and who have been discharged in the past 12 months.

a. The parties shall reassess the number of children required for the sample if at any time the total population of children in the above-described categories exceeds 800 or decreases to 200.

ii. For children in the sample who are in a PRTF at the time the sample is drawn, the bi-annual review will include a review of ISPs, comprehensive family assessments, corresponding case narratives, and PRTF Forms (“ISP Documentation”) for the two years prior to review of the file, or the duration of the child’s time in ADHR custody, whatever is shorter. The review will verify the following:

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- a. All elements of the ISP were completed pursuant to ADHR's ISP Policy;
- b. the ISP was timely completed (meaning the ISP meeting was held and the ISP plan was distributed) pursuant to ISP Policy and the terms of this Agreement;
- c. all members of the ISP team were provided reasonable notice of the ISP meeting in accordance with ISP Policy and ADHR took steps to ensure the child's presence at the ISP meeting (when appropriate);
- d. the ISP identified goals connected to the child's documented needs with target dates of completion and documented progress toward completion of ISP goals;
- e. the ISP Documentation reflects an assessment of child and family functioning, strengths and needs (including emotional, behavioral, mental, and educational);
- f. the ISP identified services to address each need with target dates of completion;
- g. ADHR took the appropriate steps to arrange for the services to meet the target dates identified in the ISP;
- h. When applicable, the PRTF Form and discharge plan included all elements referenced in Sections II(B)(1)(i)-(ii) and (2)(B)(2)(ii) above; and
- i. Discharge planning was timely and timely communicated with the child or ADHR documented concerted effort to communicate the

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discharge plan to the child and did communicate it to the child within a reasonable time.

- iii. For children in the sample who have been discharged from a PRTF within the past 12 months at the time the sample is drawn, the bi-annual review will include all elements listed above, and a review of any additional documentation ADHR deems necessary to ensure the following:
 - a. The child is placed in the least restrictive setting appropriate to their needs;
 - b. There is justification in the file for why a lateral PRTF placement is the least restrictive setting appropriate, including the most recent CON for the lateral placement; and
 - c. ADHR documented appropriate steps to support maintenance of the child in the least restrictive placement appropriate to their needs.
- iv. For any of the elements listed in Section II(B)(4)(ii)-(iii), ADHR may provide to ADAP documentation of its concerted efforts to meet the element and/or contemporaneous documentation showing that there were circumstances outside of ADHR's control that prevented compliance, which ADAP will consider in good faith in validating ADHR's rating of the element as a Strength or an Area Needing Improvement.
- v. The Quality Review will rate each factor using the following standards: (1) Strength and (2) Area Needing Improvement. For the purposes of the review, a Strength is demonstrated when practice is in compliance with policy and the factors listed above in Section II(B)(4)(ii)-(iii). An Area

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Needing Improvement is identified when practice does not meet policy requirements or the factors listed above in Section II(B)(4)(ii)-(iii).

5. ADAP will review and validate the data and analysis conducted by the review in Section (II)(B)(4), and will have access to the underlying ISP Documentation and any other documentation considered by ADHR in conducting the review in the sample, if ADAP deems it necessary. The results of the review will be summarized in ADAP's regular monitoring report. Any responsive action identified by ADHR as needed at the county or state level in response to ADAP's findings, will be provided to ADAP for inclusion in ADAP's regular Status Report (see below Section III.7.).

6. Compliance with this Agreement means that ADHR has achieved the following OMs in an individual reporting period and has thereafter sustained performance at or above the OMs for two additional consecutive reporting periods for OM 5 and one additional consecutive reporting period for OM 6.

- i. OM 5: Absent unforeseeable extraordinary circumstances not within ADHR's control or not caused by ADHR, the total number of foster children placed in PRTFs and moderate residential placements shall not exceed 8% of the total foster care population.
- ii. OM 6: 40 of the 45 cases reviewed as part of the QA Review in Section (II)(B)(4) are rated as Strength.

III. Structural Commitments

1. The Parties agree this Court has subject matter jurisdiction and personal jurisdiction over this action, and thereby has authority to retain jurisdiction to enforce the terms of this

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Agreement and to determine the amounts of reasonable fees and costs to which Plaintiffs are entitled.

2. Upon execution of this Agreement between the Parties, Plaintiffs, by and through their undersigned counsel, will file a Notice of Settlement in the above-referenced action. Within 30-days of that Notice, the Parties will seek court approval of the agreement as set forth in FRCP 23(e) and upon final approval the Parties will file a Joint Stipulation and Dismissal with Prejudice of this action, requesting that in dismissing the action, the Court retain jurisdiction to enforce the terms of this Agreement and to determine the amounts of reasonable fees and costs to which Plaintiffs are entitled. *See American Disability Ass'n, Inc. v. Chmielarz*, 289 F.3d 1315 (11th Cir. 2002).

3. The Parties agree to certification of the class as defined in Plaintiffs' renewed motion for class certification, to settle the claims on a class-wide basis subject to the Court's approval. As defined in Plaintiffs' renewed motion for class certification, the class consists of all children who are adjudicated dependent under Ala. Code § 12-15-314(a)(3), and who have, or have a record of, a mental health impairment that substantially limits one or more major life activities.

4. Data Validator: The Parties agree that ADAP will serve as Data Validator for purposes of this Agreement. ADHR will pay ADAP \$195/hour, not to exceed \$100,000 annually, billed quarterly and payable within 30 days of receipt. The role will include receiving, analyzing, and validating performance data supplied by ADHR and reporting on ADHR's aggregate performance level on each OM in each reporting period. ADHR will provide all data necessary for ADAP to validate performance as to each OM for each reporting period. The duties and responsibilities to be performed by ADAP as described herein are specific to ADAP and are not assignable or transferable without prior written approval by ADHR.

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5. Baseline Data: within 180 days of the Effective Date of this Agreement, ADHR will provide a Baseline Data Report to ADAP. The Baseline Data Report will include statewide data on the following areas.

- i. The number of children in ADHR custody with a mental or behavioral health diagnosis recorded in FACTS¹;
- ii. The number of children in ADHR custody in a PRTF placement;
- iii. The average length of PRTF placements over the prior 180-day period, which will include all foster children who experienced a PRTF placement during the prior 180-day period;
- iv. The number of children discharged from PRTFs in the last 6 months disaggregated by their discharge location/placement type. ADHR will provide a complete set of this data, with less than 2% of entries being “unknown” or “blank”;
- v. The number of children in ADHR custody in a moderate residential placement;
- vi. The number of available traditional foster homes, related homes, and TFC homes; and
- vii. The number of children Referred to and rejected from a TFC placement, disaggregated by the reason the child was rejected.

6. Reporting: ADHR will report to ADAP every 6 months the data in the Baseline Data Report and its progress towards compliance with all Interim Benchmarks and OMs. OM reporting must be based on written documentation. ADHR will report any instances in which

¹ As a term of this Agreement, ADHR agrees to make the field or fields necessary to aggregate and report this information mandatory in FACTS.

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performance related to OMs could not be reported due to missing information. ADAP will, upon request, have complete access to any and all underlying data, and all documentation and material relevant to the OMs and/ or relied upon by ADHR to substantiate its reporting. ADAP retains the right to object to ADHR's reporting if inconsistencies are uncovered. ADAP also retains the option to seek court involvement if substantial inaccuracies in the reporting data are found or if ADHR refuses to provide data requested by ADAP.

7. Every 6-month reporting period, ADAP will issue a written report ("Status Report") to Counsel for the Parties detailing the steps ADAP took to review and validate the data provided by ADHR, and summarizing ADHR's progress towards compliance with this Agreement, including aggregate performance data on all OMs defined in this Agreement. The Parties will have 21 days to respond to each Status Report. Any objections to or disputes with ADAP's Status Report not raised within 21 days will be deemed waived by ADHR and/or Plaintiffs in any future proceeding regarding enforcement of, extension of, or compliance or non-compliance with this Agreement. ADHR, Plaintiffs, and ADAP agree to work in good faith to resolve any objections or disputes raised in response to a Status Report through direct negotiation.

- a. Upon the Court's approval of this Agreement, the Parties will confer and create a schedule containing dates of reporting periods and deadlines for the submission of data to ADAP.

8. ADHR shall maintain contemporaneous documentation memorializing all performance activities required under this Agreement, whether electronically or in paper records. ADHR's aggregate performance will be determined by ADAP solely based upon this documentation. ADHR will not receive credit for performance activities that have not been timely memorialized in writing.

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9. Interim Performance Benchmarks: The Interim Benchmarks will be used to measure progress made by ADHR in seeking to meet the performance standard on each OM. Plaintiffs will not seek enforcement action from the federal court on an OM unless ADHR's aggregate performance is reported by ADAP to be at a level below the applicable Interim Benchmark consistent with paragraph 11 of this Section.

10. The agreed-upon Interim Benchmarks and OMs enumerated in this Agreement will be used to (a) track the compliance progress of ADHR in implementing this Agreement, and (b) determine ADHR's ultimate compliance with this Agreement. To achieve compliance with the Agreement, ADHR will be required to materially and substantially comply with the performance standard agreed to by the Parties for each OM.

11. Enforcement: Plaintiffs may not seek federal court enforcement on any Interim Benchmark or OM until the process set forth in Section III(7) has been exhausted and ADHR's aggregate performance in the Status Report for the next consecutive reporting period fails to meet the Interim Benchmark or OM. Plaintiffs may then file a motion to show to cause and seek appropriate relief from the Court. ADHR may raise its timely-raised objections under Section III(7) at such hearing, and the Court will apply due deference to ADAP's findings when determining appropriate relief.

12. This Agreement will terminate thirty-six (36) months from the Implementation Date, which will be 6 months from the Effective Date. If at the end of the term of this Agreement, Plaintiffs or their representatives do not agree that ADHR has materially and substantially complied with the OMs set forth herein, they may petition the Court to extend the term of this Agreement but only with regard to any noncompliant OM(s).

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13. If ADHR achieves material and substantial compliance with any individual OM prior to the end of the term of this Agreement, ADHR will be deemed to have satisfied that OM and released from its reporting obligation on that OM.

14. Should any provision of this Agreement be declared or determined by any court to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms, or provisions will not be affected. The Parties will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is invalid.

15. This Agreement will constitute the entire integrated agreement of the Parties.

16. Any modifications of this Agreement will be executed in writing by the Parties. All modifications, except for changes to interim deadlines, will be filed with the Court and will not be effective until the Court approves such modification.

17. During the term of this Agreement, ADHR is released from any future class action by the Plaintiff Class and from any and all claims by any Member thereof alleging a Title II of the ADA or Section 504 of RA cause of action for declaratory or prospective injunctive relief or any other equitable relief concerning or relating to ADHR's placement of children in foster care with mental health disabilities in a PRTF for treatment.

18. The Parties agree that Plaintiffs are the "prevailing party" for the matters addressed in this Agreement and entitled to reasonable fees and expenses. As a term of this Agreement, and Court approval, ADHR will remit to Plaintiffs' counsel \$3 million in attorneys' fees for professional services rendered in this matter and \$ 400,000 for expenses incurred in this matter for the period from May 1, 2020 to November 1, 2025. Plaintiffs waive any further right to seek fees or expenses for professional services rendered in this matter or costs incurred prior to November 1, 2025.

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[SIGNATURE PAGE TO FOLLOW]

SEEN AND AGREED TO:

For Plaintiffs:

Date:

Christine Freeman, Next Friend

Date:

Jenny Carroll, Next Friend

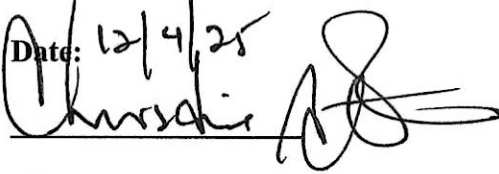
For the Defendant:

Date:

Commissioner of ADHR Nancy Buckner

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For Plaintiffs:

Date: 12/4/25


Christine Freeman, Next Friend

Date:

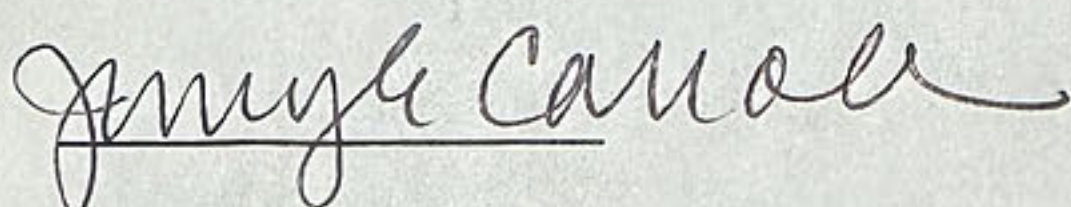
Jenny Carroll, Next Friend

For the Defendant:

Date:

Commissioner of ADHR Nancy Buckner

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Jenny Carroll, Next Friend

December 2, 2025

For the Defendant:

Date:

Commissioner of ADHR Nancy Buckner

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SEEN AND AGREED TO:

For Plaintiffs:

Date:

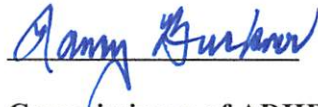
Christine Freeman, Next Friend

Date:

Jenny Carroll, Next Friend

For the Defendant:

Date: 12-18-2025

A handwritten signature in blue ink, appearing to read "Nancy Buckner", is written over a horizontal line.

Commissioner of ADHR Nancy Buckner