

## SETTLEMENT AGREEMENT

1. **Parties.** This Agreement is hereby entered into by the Alabama Governor, the Alabama Medicaid Agency (“Medicaid”), the Alabama Department of Mental Health (“DMH”), the Alabama Department of Human Resources (“DHR”), the Alabama Disabilities Advocacy Program (“ADAP”), and the Center for Public Representation (“CPR”). For purposes of this document, the Alabama Governor, Medicaid, DMH, and DHR shall collectively be referred to as “the State.” The Alabama Governor, Medicaid, DMH, DHR, ADAP, and CPR shall collectively be referred to as “the Parties.”
2. **Background and purpose.** In a demand letter dated February 5, 2016 (and attached to this Agreement as Exhibit A), ADAP and CPR advanced certain legal contentions concerning the State’s alleged failure to provide medically necessary Intensive Home-Based Services under the federal Medicaid Act’s Early and Periodic Screening, Diagnostic, and Treatment provisions (“EPSDT”) for children and youth with Serious Emotional Disturbance (“SED”), Autism Spectrum Disorder (“ASD”), and Intellectual and Developmental Disabilities (“IDD”). The purpose of this Agreement is to resolve these contentions and to expand Intensive Home-Based Services for Medicaid-eligible youth without the need for litigation.
3. **Denial of liability.** In entering this Agreement, the State admits no liability or violation of any state or federal law—and expressly denies that ADAP and CPR can obtain through litigation the relief sought in their demand letter.
4. **Term of the Agreement.** This Agreement shall be in effect from October 30, 2017, until September 30, 2020, unless terminated earlier as provided below.
5. **Definitions.** For purposes of this Agreement, the following terms have the following meanings. The Parties intend the service definitions below to track the Alabama Medicaid Agency’s provider manual to the extent practicable and except as otherwise provided below.
  - a. **Alabama Department of Human Resources (“DHR”)** means Alabama’s state agency that provides care and protection to dependent and neglected children and youth committed to its care, is responsible to prevent and remedy abuse and neglect of children and youth, and provides aid in the preservation, rehabilitation and reuniting of families as set forth in Ala. Code §§ 38-2-6(10) & (14), Ala. Admin. Code r. 660-1-2-.01(2)(a), (d).

- b. **Alabama Department of Mental Health (“DMH”)** means Alabama’s state agency that plans, administers, operates, funds, and monitors behavioral health services for children and youth as set forth in Ala. Code § 22-50-11, *et seq.*
- c. **Alabama Medicaid Agency (“Medicaid”)** means Alabama’s single state agency that administers Alabama’s Medicaid program, including Alabama’s EPSDT program, pursuant to Ala. Admin. Code r. 560-X-1-.01, -.03.
- d. **Children & Youth** means Medicaid-eligible children and youth under the age of twenty-one who reside in Alabama. This definition shall apply to the phrases “child or youth” or “children and youth” (and similar phrases) as appropriate in context.
- e. **Early and Periodic Screening, Diagnostic and Treatment (“EPSDT”)** means the federal Medicaid comprehensive health program for Medicaid-eligible children under age 21 as required by 42 U.S.C. § 1396a(a)(10)(A), 1396a(a)(43), 1396(d)(a)(4)(B), 1396d(r) and Ala. Admin. Code r. 560-x-11-.01(1).
- f. **Family Support** means services provided to families of children and youth with SED, ASD, or ASD with co-occurring IDD to assist them in understanding the nature of the illness of their family member and how to help the child or youth be maintained in the community. Structured, topic-specific psychoeducational services may also be provided directly to the child or youth to assist him or her in understanding the nature of the identified behavioral health disorder and to identify strategies to support restoration of the child or youth to his or her best possible level of functioning.
- g. **In-Home Behavioral Support** means positive behavior support therapy and monitoring designed to address challenging behaviors in the home and community for children and youth with ASD or ASD with co-occurring IDD. A behavioral therapist writes and monitors a behavioral management plan that includes specific behavioral objectives and interventions that are designed to diminish, extinguish, or improve specific behaviors related to the child’s or youth’s behavioral health condition. The behavioral therapist supervises and coordinates the interventions and trains others, including a behavioral aide who works with the family to implement the plan in the

home and in the community. In-home behavior support includes, but is not limited to, Applied Behavioral Analysis. The In-Home Behavioral Support team will also provide crisis services.

- h. **In-Home Intervention** means a structured, consistent, strength-based therapeutic intervention provided by a team for a child or youth with SED and his or her family for the purpose of treating the child's or youth's behavioral health needs. In-home intervention also addresses the family's ability to provide effective support for the child or youth, and enhances the family's capacity to improve the child's or youth's functioning in the home and community. Services are directed towards the identified child or youth and his or her behavioral health needs and goals as identified in the treatment plan or positive-behavior support plan developed by a qualified behavior clinician where appropriate. Services include therapeutic and rehabilitative interventions with the individual and family to correct or ameliorate symptoms of mental health conditions and to reduce the likelihood of the need for more intensive or restrictive services. These services are delivered in the family's home or other community setting and promote a family-based focus in order to evaluate the nature of the difficulties, defuse behavioral health crises, intervene to reduce the likelihood of a recurrence, ensure linkage to needed community services and resources, and improve the child's or youth's ability to self-recognize and self-manage behavioral health issues, as well as the parents' or responsible caregivers' skills to care for their child's or youth's mental health conditions. The In-Home Intervention team provides crisis services to children and youth served by the team.
- i. **In-Home Therapy** means a structured, consistent, strength-based therapeutic relationship between a licensed clinician and a child or youth with ASD or ASD and co-occurring IDD and his or her family for the purpose of treating the child's or youth's behavioral health needs. In-home therapy also addresses the family's ability to provide effective support for the child or youth, and enhances the family's capacity to improve the child's or youth's functioning in the home and community.
- j. **Intensive Care Coordination** means a single case manager (and/or a single treatment team) and a treatment plan that guide the provision of all behavioral health and related support services. The case manager works directly with the child or youth and his or her family, coordinates a child and family team, and prepares and monitors a service plan and/or case

plan. Intensive care coordination ensures that Intensive Home-Based Services help meet all of the child's or youth's individual behavioral health needs by identifying, coordinating, and monitoring the array of supports and staff that allow the child or youth to remain in his or her home and community. Intensive Care Coordination services assist eligible individuals in gaining access to needed medical, social, educational and other services. The case manager provides these services through telephone contact with recipients, face-to-face contact with recipients, telephone contact with collaterals, or face-to-face contact with collaterals. This is accomplished via needs assessment, case planning, service arrangement, social support, re-assessment and follow-up and monitoring.

- k. **Intensive Home-Based Services** means a collection of discrete clinical interventions including In-Home Intervention, In-Home Therapy, In-Home Behavioral Support, Intensive Care Coordination, Family Support, Peer Support, and Therapeutic Mentoring, as defined in this paragraph, that are provided to a child or youth in any setting where he or she may reside or in other community settings.
- l. **Peer Support** provides structured, scheduled activities that promote socialization, recovery, self-advocacy, development of natural supports, and maintenance of community living skills, provided by Certified Peer Specialists (Adult, Child/Adolescent, and Family Peer Specialists). Peer Support service actively engages and empowers a child or youth and his or her identified supports in leading and directing the design of the service plan and thereby ensures that the plan reflects the needs and preferences of the child or youth (and family when appropriate) with the goal of active participation in this process. Additionally, this service provides support and coaching interventions to children and youth (and family when appropriate) to promote recovery, resiliency and healthy lifestyles and to reduce identifiable behavioral health and physical health risks and increase healthy behaviors intended to prevent the onset of disease or lessen the impact of existing chronic health conditions. Peer supports provide effective techniques that focus on the child's or youth's self-management and decision making about healthy choices which ultimately are expected to extend the child's or youth's lifespan. Family peer support specialists assist children, youth, and families to participate in the wraparound planning process, access services, and navigate complicated child-serving agencies.

m. **Therapeutic Mentoring** means providing a structured one-on-one intervention to a child or youth for the purpose of addressing daily living, social, and communication skills. This service includes supporting, coaching, and preparing the child or youth in age-appropriate behaviors, interpersonal communication, problem solving and conflict resolution, and in relating appropriately to other children and adolescents, as well as adults, in social activities. Therapeutic mentoring may take place in a variety of settings, including home, school, or social and recreational activities. Therapeutic Mentoring also helps a child or youth develop independent living, social and communication skills, and provides education, training, and support services for children and youth and their families through structured, one-to-one, strength-based support services between a therapeutic mentor and a child or youth. Therapeutic mentoring services includes supporting, coaching, and training a child or youth in age-appropriate behaviors, interpersonal communication, problem solving, conflict resolution, and relating appropriately to peers and adults.

6. **Acknowledgments.** ADAP and CPR acknowledge that the State has taken the following steps since February 5, 2016, to improve services for children and youth with SED, ASD, and IDD, some of which involve substantial funding commitments.

a. Steps which involve substantial funding commitments include:

i. Effective January 1, 2017, Medicaid and DMH eliminated the previously existing caps on Medicaid rehabilitation option services, including the then-existing cap of 16 weeks of In-Home Intervention services per year for Medicaid-eligible children and youth with SED; such youth may now receive unlimited rehabilitation option services, including In-Home Intervention services, subject to medical necessity review.

ii. During the 2017 legislative session, the Governor obtained a \$3.25 million appropriation from the Education Trust Fund which will be used in Fiscal Year (FY) 2018 by DMH to: (1) eliminate the previously existing service caps as described in the preceding paragraph; and (2) add 13 two-person In-Home Intervention teams and 13 follow-up case managers to serve children and youth with SED. The 13 follow-up case managers will not be members of the In-Home Intervention teams.

- iii. As of September 27, 2017, DHR had employed three of an anticipated six new behavioral analysts. These behavioral analysts provide direct support to families and foster parents of children and youth with SED, ASD, and IDD.
- iv. On May 19, 2017, Alabama Governor Kay Ivey signed into law Alabama Act No. 2017-337, which provides in part: “In the administration of and provision of benefits for the Alabama Medicaid program and the Children’s Health Insurance Plan (ALL Kids), the Alabama Medicaid Agency and the Alabama Department of Public Health, on and after December 31, 2018, shall provide coverage and reimbursement for the treatment of Autism Spectrum Disorder in the same manner and same levels as health benefit plans.”

b. Other steps the State has taken include:

- i. In November 2016, Medicaid began using an updated recipient notice letter to improve outreach for, and notice of, the availability of EPSDT behavioral screening, assessment, and mental and emotional treatment services. This letter was sent again in July 2017 and will be sent on a semiannual basis going forward.
- ii. In July 2017, Medicaid staff circulated an internal draft of a new, updated recipient handbook that would improve notice concerning EPSDT behavioral screening, assessment, and mental and emotional treatment services. This handbook will be finalized and distributed by December 31, 2017.
- iii. In April 2017 and July 2017, Medicaid updated its provider manuals to improve information to providers about the EPSDT program.
- iv. In February 2017, Medicaid and its fiscal agent conducted a webinar for pediatricians, with the assistance of the Alabama Academy of Pediatrics, to educate providers on the importance and need for Medicaid-eligible children and youth to have EPSDT screenings, which allow children to access EPSDT diagnostic and treatment services.

- v. As of July 2017, Medicaid has updated its EPSDT brochure to improve the description of available behavioral screening, assessment, and mental and emotional treatment services.
- vi. On February 1, 2017, Medicaid conducted an initial training for providers concerning the lifting of the caps for rehabilitation option services. Additional trainings occurred on September 6, 2017, and September 25, 2017.
- vii. On April 1, 2017, Medicaid published changes to Chapter 105 of the Agency Provider Manual regarding the lifting of caps for rehabilitation option services.
- viii. Beginning October 2016, DHR has trained all newly hired social workers about resources available to serve children and youth with SED, ASD, and IDD, including behavioral analysts, psychologists, licensed clinical social workers, and other professionals. DHR will train all newly hired social workers in the provision of the Intensive Home-Based Services that are the subject of this Agreement.

## 7. The State's commitments.

- a. **General Commitments.** The State commits to implement the provisions set forth in this Agreement to expand Intensive Home-Based Services throughout the State of Alabama for Medicaid-eligible children and youth with SED or ASD, to make its best efforts to secure the enhanced funding contemplated by this Agreement, and to maintain the services, policies, and practices outlined in this Agreement.
- b. **Improvements in Screening.** By January 1, 2018, Medicaid will update its list of approved standardized screening tools to include the Pediatric Symptom Checklist (PSC). Medicaid will communicate the update to Medicaid-approved providers.
- c. **Improvements in Assessments for Youth with SED and ASD**
  - i. By January 1, 2018, Medicaid will ensure that its provider manual requires behavioral health providers to conduct a comprehensive behavioral health assessment whenever a behavioral health or developmental screening indicates the presence of such condition. The provider manual will require the comprehensive behavioral

health assessment to be conducted by licensed clinicians and other appropriately trained and credentialed professionals.

- ii. As part of the comprehensive behavioral health assessment, qualified and trained evaluators will use a Medicaid-approved assessment tool (to include the Child and Adolescent Needs and Strengths (“CANS”) Functional Assessment Tool), to collect and integrate information in the assessment, and to support clinical recommendations for treatment.
- iii. By April 1, 2018, the State will identify a set of Medicaid-approved assessment tools (to include the Child and Adolescent Needs and Strengths (“CANS”) Functional Assessment Tool) and will require all existing and new behavioral health providers to be trained or certified in the appropriate use of these tools.

**d. Outreach and Education**

- i. For purposes of educating Medicaid recipients about the program improvements described in this Agreement, Medicaid will actively communicate with recipients as required by federal law and the CMS State Medicaid Manual.
- ii. For purposes of educating providers about the EPSDT requirements and program improvements described in this Agreement, Medicaid shall communicate these improvements by amending provider regulations, as necessary, and by drafting and distributing provider alerts, updates, and education materials.

**e. Expansion of Intensive Home-Based Services**

**i. The State’s funding commitment**

- A. For FY 2018, the State will continue providing its current array of Medicaid services, including the actions identified in Paragraph 6 above, for children and youth with SED or ASD. This FY 2018 commitment specifically includes the \$3.25 million in additional appropriations to DMH for services to children and youth with SED as described in Paragraph 6.a.ii above, to be used for eliminating previously existing service caps on Medicaid rehabilitation option services and for adding



13 two-person In-Home Intervention teams and 13 follow-up case managers.

- B. For FY 2019, the State will continue providing its current array of Medicaid services, including the actions identified in Paragraph 6 above, for children and youth with SED or ASD. This FY 2019 commitment specifically includes a request in the Governor's Executive Budget Proposal to include the \$3.25 million DMH appropriation for services to children and youth with SED as described in Paragraph 6.a.ii above, to be used for eliminating previously existing service caps on Medicaid rehabilitation option services and for retaining 13 two-person In-Home Intervention teams and 13 follow-up case managers. In addition, for FY 2019, the Governor will include in the Governor's FY 2019 Executive Budget Proposal a request for \$7.75 million in additional state funding to be earmarked for services for children and youth with SED or ASD. If enacted into law, DMH will use \$2.75 million of this additional state funding to add at least 25 additional two-person In-Home Intervention teams and at least 5 additional follow-up case managers, as defined in Paragraph 6.a.ii above.

ii. **Implementation timeline – services for children and youth with SED**

- A. By January 1, 2018, after consultation with ADAP and CPR, Medicaid will develop and submit to CMS any necessary State Plan Amendment for the new or expanded Intensive Home-Based Services contemplated by this Agreement for children and youth with SED: Intensive Care Coordination, Therapeutic Mentoring, In-Home Intervention, Family Support, and Peer Support.
- B. By February 1, 2018, after consultation with ADAP and CPR, Medicaid and appropriate state agencies will develop any additional eligibility criteria, medical necessity criteria, and policy and program specifications (including access, service coordination, staff qualifications, and staff training requirements) for the new or expanded Intensive Home-Based Services contemplated by this Agreement for children and

youth with SED: Intensive Care Coordination, Therapeutic Mentoring, In-Home Intervention, Family Support, and Peer Support.

- C. By April 1, 2018, after consultation with ADAP and CPR, Medicaid and appropriate state agencies will develop and implement any necessary policy and procedures related to service eligibility, billing requirements, and needed staff development related to ensuring the appropriate implementation of the new or expanded Intensive Home-Based services for children and youth with SED.
- D. By June 1, 2018, after consultation with ADAP and CPR, Medicaid and appropriate state agencies will initiate a statewide outreach and training program for providers related to the new or expanded Intensive Home-Based Services contemplated by this Agreement for children and youth with SED: Intensive Care Coordination, Therapeutic Mentoring, In-Home Intervention, Family Support, and Peer Support.
- E. By October 1, 2018, appropriate state agencies will implement or continue Intensive Care Coordination, Therapeutic Mentoring, Peer Support, and Family Support, as well as the 13 two-person In-Home Intervention teams and 13 follow-up case managers described in paragraph 6.a.ii above, for children and youth with SED. By October 1, 2019, DMH will implement the 25 additional two-person In-Home Intervention teams and 5 additional follow-up case managers as described in paragraph 7.e.i.B above, for children and youth with SED.

iii. **Implementation timeline – services for children and youth with ASD**

- A. By July 1, 2018, Medicaid and relevant partner agencies, in conjunction with the ASD Working Group identified in Paragraph 9 below, will develop needed eligibility criteria, medical necessity criteria, and policy and program specifications (including access, service coordination, staff qualifications, and staff training requirements) for each of the Intensive Home-Based Services contemplated by this

Agreement for children and youth with ASD: Intensive Care Coordination, Therapeutic Mentoring, In-Home Behavioral Support, In-Home Therapy, Family Support, and Peer Support.

- B. As necessary, Medicaid will develop and submit to CMS a State Plan Amendment by August 1, 2018 for each of the Intensive Home-Based Services contemplated by this Agreement for children and youth with ASD: Intensive Care Coordination, Therapeutic Mentoring, In-Home Behavioral Support, In-Home Therapy, Family Support, and Peer Support, in consultation with the ASD Working Group identified in Paragraph 9 below.
- C. By August 1, 2018, relevant state agencies will initiate a statewide outreach and training program for providers related to the new or expanded Intensive Home-Based Services provided for in this agreement for children and youth with ASD, including Intensive Care Coordination, Therapeutic Mentoring, In-Home Behavioral Support, In-Home Therapy, Family Support, and Peer Support, in consultation with the ASD Working Group identified in Paragraph 9 below.
- D. By August 1, 2018, relevant state agencies will make necessary policy and procedures related to service eligibility, billing requirements, and needed staff development related to ensuring the appropriate implementation of the new or expanded Intensive Home-Based services for children and youth with ASD described above.
- E. By October 1, 2018, appropriate state agencies will implement the following services for children and youth with ASD: Intensive Care Coordination, Therapeutic Mentoring, In-Home Behavioral Support, In-Home Therapy, Family Support and Peer Support.

**8. ADAP and CPR's commitment.** For the term of this Agreement, ADAP and CPR will prohibit any employee or other person working on their behalf or in concert with them from instituting, maintaining, encouraging, or otherwise facilitating, any legal action against the State seeking system-wide relief concerning the provision of services in Alabama for children and youth with

SED, ASD, or IDD as set forth in the demand letter by ADAP and CPR dated February 5, 2016 (which is attached to this Agreement as Exhibit A).

## **9. ASD Workgroup.**

- a. Within 30 days of execution of this Settlement Agreement, the Parties shall form a working group (the “ASD Working Group”) whose purpose shall be to make recommendations to the state agencies charged with developing and implementing the Intensive Home-Based Services for children and youth with ASD provided by this Agreement. The ASD Working Group will be responsible for advising the State on the design, medical necessity criteria and program specifications, training, and implementation of Intensive Home-Based Services for children and youth with ASD.
- b. ADAP and CPR shall be *ex officio* members of the ASD Working Group. In addition, each party to this Agreement shall select three members of the ASD Working Group. To be eligible for selection as a member of the ASD Working Group, a person shall be a member of Alabama’s Autism Interagency Coordinating Council, an Alabama-based professional with expertise in the design and/or provision of services for children and youth with ASD, an individual with ASD, or a family member of an individual with ASD. The State shall use its existing authority to facilitate creation of the ASD Working Group.
- c. The ASD Working Group shall meet at least monthly, unless the Parties agree in writing that no meeting is necessary in a particular month. Each party to this Agreement may send a reasonable number of representatives to the Working Group’s meetings, and each party representative shall be entitled to participate. Each member of the ASD Working Group may participate by proxy. The ASD Working Group may, in its discretion, invite additional persons with relevant expertise to participate in any meeting(s) of the ASD Working Group.
- d. Meetings of the ASD Working Group shall be considered “compromise negotiations” under Federal Rule of Evidence 408, such that any conduct or statement by any ASD Working Group member or party representative participating in the work of the ASD Working Group shall be inadmissible to prove or disprove the validity of any claim or defense concerning the State’s provision of services to children and youth with SED, ASD, or IDD

as set forth in the demand letter by ADAP and CPR dated February 5, 2016 (which is attached to this Agreement as Exhibit A).

**10. Monitoring.**

- a. Counsel for the Parties will meet at least once each quarter to assess the State's progress in implementing each of the provisions of this Agreement and to discuss any obstacles to full and timely implementation of the Agreement.
- b. ADAP will be responsible for ongoing monitoring of the Agreement. The State shall afford ADAP reasonable access, consistent with state and federal law and after reasonable notice to the relevant state agency, to documents and records relevant to the implementation of all provisions of the Agreement, including but not limited to policies and procedures, manuals, hiring and billing data, agency staff, and other similar information relevant to the State's compliance with the Agreement. ADAP and CPR will not use these documents or records except to enforce the terms of this Agreement. ADAP may consult and share information with CPR in connection with its monitoring.

**11. Enforcement.**

- a. During the implementation and monitoring periods of this Agreement, if ADAP or CPR believes that the State is not complying with some aspect of the Agreement, they will notify counsel for the State in writing by certified mail, indicating with particularity the specific provisions of this Agreement they allege are being violated. Within thirty days, counsel for the Parties will meet and confer in good faith to resolve the issue in a timely manner.
- b. If the State does not respond to the notice or does not take action to cure the asserted breach within an additional 30 days, CPR or ADAP may terminate the Agreement and seek to enforce all claims accruing in favor of Medicaid-eligible children with SED, ASD, and/or IDD.

**12. Publicity.** Within seven days after Governor Ivey signs the final appropriations law necessary to appropriate all of the new state funding contemplated by Paragraph 7, she will cause a press release to be issued announcing the new funding and the new services that should be provided as a result of that funding. This press release will be distributed to an array of media outlets in a manner

consistent with the way press releases are normally distributed by the Governor's Office, and it will acknowledge ADAP and CPR's role in implementing the new services. To ensure that the press release is issued, this obligation will arise only if ADAP or CPR e-mails the Governor's chief legal adviser, within thirty-six hours after Governor Ivey signs the appropriations law, reminding the Governor's Office of her obligation under this paragraph. Absent written consent of all parties, ADAP and CPR will not issue a press release or grant a press interview regarding this Agreement until the Governor signs legislation appropriating the funding contemplated in Paragraph 7 or the end of the 2018 regular legislative session, whichever is later.

**13. Modification.** The terms and conditions of the Agreement may be amended or modified only in writing, with the consent of, and duly executed by, all of the Parties hereto.

**14. Termination.**

- a. ADAP and CPR may terminate this Agreement if the State fails to obtain any portion of the funding necessary to comply with, or to continue to comply with, the commitments and actions set forth in this Agreement or otherwise fails to comply with the terms of this Agreement.
- b. The State may terminate this Agreement due to unforeseen circumstances that are beyond the State's control. Such circumstances include: (a) changes in federal Medicaid law relevant to the provision of Intensive Home-Based Services for children and youth; (b) the issuance or existence of any judicial decree relevant to the provision of Intensive Home-Based Services for children and youth that materially restrict the State's ability to fulfill its commitments under the Agreement; (c) an unavailability of funding relevant to the provision of Intensive Home-Based Services for children and youth (including a declaration of proration pursuant to the Alabama budget management laws); (d) the inability to provide all required Intensive Home-Based Services for children and youth as a result of workforce restrictions; and (e) the failure of CMS to approve the Intensive Home-Based Services described in this Agreement and as necessary for the fulfillment of the State's commitments under the Agreement.

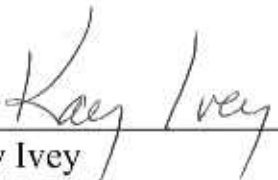
**15. Fees and Costs.** As appropriate, Medicaid, DMH, or DHR will reimburse ADAP and CPR for reasonable monitoring fees at a rate of \$195/hour for

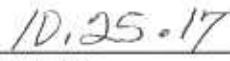
attorneys and \$65/hour for nonlawyers, not to exceed \$48,000 per year of the Agreement, as well as actual out-of-pocket costs related to this Agreement, which will not exceed \$10,000. ADAP and CPR otherwise waive any claim to fees related to the negotiation, implementation, monitoring, and enforcement of this Agreement. ADAP and CPR reserve their right to seek reasonable attorneys' fees and costs in the event that they file a lawsuit, including all time and expenses related to the litigation.

- 16. Execution.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original instrument and all of which together shall constitute one and the same Agreement. The persons signing this Agreement represent that they have the authority to enter this Agreement on behalf of the respective parties they represent and that this Agreement shall be binding upon the Parties and successors hereto.
- 17. Construction.** This Agreement has been negotiated and prepared between the Parties and their respective counsel, and should any provision of this Agreement require judicial or administrative interpretation, the court or administrative tribunal interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party. In addition, paragraph and subparagraph headings in this Agreement are intended only for the convenience of the reader in navigating the document; they are not intended to inform the interpretation of any substantive provision.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK TO BE  
FOLLOWED BY SEPARATE SIGNATURE PAGES FOR EACH PARTY]

Signature Page of Settlement Agreement between the Alabama Governor, the Alabama Medicaid Agency, the Alabama Department of Mental Health, the Alabama Department of Human Resources, the Alabama Disabilities Advocacy Program, and the Center for Public Representation effective October 30, 2017.

  
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Kay Ivey  
Governor of Alabama

  
\_\_\_\_\_  
DATE



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Nancy A. Buckner  
Nancy T. Buckner  
Commissioner  
Alabama Department of Human Resources

10-19-17  
DATE

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Stephanie M. Azar  
Commissioner  
Alabama Medicaid Agency

10-27-17  
DATE

Signature Page of Settlement Agreement between the Alabama Governor, the Alabama Medicaid Agency, the Alabama Department of Mental Health, the Alabama Department of Human Resources, the Alabama Disabilities Advocacy Program, and the Center for Public Representation effective October 30, 2017.



Lynn Beshear  
Commissioner  
Alabama Department of Mental Health

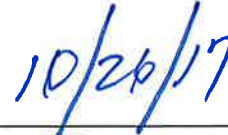
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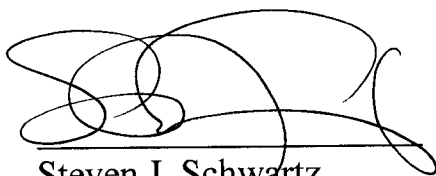


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James A. Tucker  
Director  
Alabama Disabilities Advocacy Program

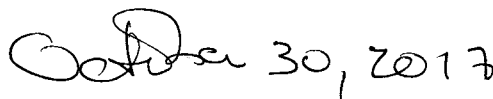


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Steven J. Schwartz  
Legal Director  
Center for Public Representation



DATE