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IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT, AT ANCHORAGE

In The Matter of the Guardianship of)
)
of William (Bill) S. Bigley)
)
Respondent)
)

Case No. 3AN 04-545P/G

Confidential
SETTLEMENT AGREEMENT

Settlement Agreement made this 20th day of July, 2007, between and among (i) the respondent, William (Bill) S. Bigley (Respondent), (ii) the public guardian, Office of Public Advocacy (Guardian), and (iii) the original petitioner in this matter, the Alaska Psychiatric Institute (API).

Recitals

- A. On December 26, 2004, based on the stipulation of the Respondent, the Guardian and API, the court entered (a) Letters of Full Guardianship, (b) Findings and Order of Full Guardianship/Conservatorship, and (c) Guardianship Plan.
- B. On December 6, 2006, the Respondent filed a petition seeking to
 - 1. Terminate the Guardianship,
 - 2. Remove the Guardian and appoint a successor of Respondent's choice,
 - 3. Amend the powers of the Guardian under the Guardianship Plan to the least restrictive necessary to meet Respondent's essential requirements for physical health and safety,
 - 4. Review and reverse the decision of the guardian to consent to the administration of psychotropic medication against the wishes of Respondent, and
 - 5. Amend the powers of the Guardian to eliminate the authority to consent to mental health treatment.

(Petition).

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- C. The Respondent, Guardian and API have agreed to resolve the Petition by providing (i) certain rules for the administration of the Guardianship, and (ii) a clear set of criteria by which Respondent may increase his autonomy and, if satisfied, have the guardianship terminated.

NOW THEREFORE, IT IS AGREED and STIPULATED, as follows:

1. Settlement. The parties agree this Settlement Agreement resolves the Petition.
2. Reassignment. The Guardian agrees to reassign the person designated to perform its duties under the Guardianship.
3. Maximum Participation by Respondent. To the maximum extent possible, consistent with law and its duties, the Guardian will follow the Respondent's wishes in the administration of the Guardianship. In doing so, the Guardian will encourage and attempt to work with Respondent to allow him to (i) participate in all decisions that affect him, (ii) act on his own behalf (autonomy), and (iii) return to full capacity. In the event of conflict, the Guardian shall employ all available means to resolve the dispute, including involving Respondent's attorney James B. Gottstein, if available, and the utilization of appropriate alternative forms of dispute resolution acceptable to the parties. In the event agreement can not be reached, and it is deemed of sufficient importance, either party may file a motion with this Court to resolve the issue.
4. Finances. Respondent receives Social Security Disability Income (SSDI). Currently, each month, all of Respondent's SSDI payments are being deposited into a Qualifying Income Trust for the benefit of Respondent (Trust) in order to maintain

Medicaid eligibility.¹ From this, the Guardian may pay Respondent up to a monthly amount set each year or to third parties under such circumstances that Medicaid policy deems such disbursement to be income to Respondent. These funds are hereinafter referred to as "unrestricted." Currently, the monthly amount of unrestricted monthly income is \$1,176 per month, while Respondent's monthly SSDI payment is \$1541. The balance of \$365 are "restricted" funds, meaning they can not be disbursed under such circumstances that Medicaid policy deems them to be income to Respondent. During the first quarter of 2007, the monthly budget for Respondent was as follows:

<u>OPA's First Quarter 2007 Monthly Budget</u>	
SSDI Income	\$ 1,541
Restricted Funds	\$ 365
Unrestricted Funds	\$ 1,176
Rent	\$ 725
\$50/wk Spending Money	\$ 217
\$60/wk for Food	\$ 260
Phone	\$ 10
Bus Pass	\$ 12
Balance before ANCSA Dividends	\$ (48)
ANCSA Dividends	\$ 134
Balance After ANCSA Dividends	\$ 86

4.1. Budget Modifications. The Guardian will supply Respondent with a copy of the budget each time it changes and upon request by Respondent.

Consistent with the Guardian's duties to provide Respondent with housing, food and

¹ Respondent's right to receive the SSDI income is not assigned to the Trust; instead each payment is made into the Trust and becomes irrevocably committed to the Trust when that occurs.

other necessities, and to otherwise follow the law, the Guardian shall accommodate Respondent's request(s) for modifications of the budget.

4.2. Increase of Discretionary Funds. It is recognized the amounts available for food and spending money (Discretionary Funds) are low and efforts will be made to find housing acceptable to Respondent which will increase the amount of Discretionary Funds. To that end, the Guardian shall make its best efforts to obtain subsidized housing for Respondent that will allow an increase in Respondent's Discretionary Funds.

4.3. Utilization of Restricted Funds. To the maximum extent possible, and consistent with the Trust, law and the Guardian's obligations, the Guardian shall utilize Restricted Funds in the manner requested by Respondent from time to time.

4.4. Method of Disbursements. The Guardian will accommodate, to the maximum extent possible, Respondent's ability to spend his Discretionary Funds himself. To this end, it is contemplated that to the maximum extent possible checks will be made out to Respondent and/or Respondent will be given a pre-paid credit card or similar vehicle(s) by which he will be able to make purchases and obtain cash, without having to cash checks (which identify him as having a guardian).

5. Housing. To the maximum extent possible, the Guardian will work with Respondent with respect to acceptable housing.

5.1. Subsidized Housing. As set forth above, the Guardian shall make its best efforts to obtain subsidized housing for Respondent that will allow an increase in Respondent's discretionary income.

5.2. Consultation Before Termination of Housing. In the event the Respondent is faced with the loss of housing, the Guardian shall consult with Mr. James B. Gottstein and allow him to help attempt to resolve the difficulty.

6. Mental Health Services. Respondent has largely been unwilling to accept mental health services. Some services that Respondent may hereafter, from time to time, desire are identified in the subsections that follow. Others may be identified later. To the extent Respondent, from time to time, desires such services, the Guardian and API will support the provision of such services, including taking such steps as may be required of them to facilitate the acquisition thereof to the best of their ability.²

6.1. Extended Services. Extended services, such as Case Management, Rehabilitation, Socialization, Chores, etc., beyond the standard limits for such services.

6.2. Other Services. Additional "wrap-around" or other types of services Respondent, from time to time, desires.

7. Involuntary Commitment Proceedings. The Guardian will make a good faith effort to (a) avoid filing any initiation of involuntary commitment petitions against Respondent under AS 47.30.700. In making such efforts, the Guardian will explore all available alternatives, including notifying and requesting the assistance of Respondent's counsel herein, James B. Gottstein.

² By agreeing to this stipulation API is not making any judgment regarding eligibility standards under Medicaid regulations.

7.1. Unless the Guardian determines it is highly probable that serious illness, injury or death is imminent, in the event the Guardian believes a petition to initiate involuntary commitment might be warranted, rather than the Guardian filing such a petition, the Guardian shall relay its concerns to another appropriate party for evaluation. Without in any way limiting the generality of the foregoing, appropriate parties, might be Respondent's outpatient provider, if any; other people working with him; or other people who know him.

8. Psychotropic Medications. API shall not accept a consent by the Guardian to the administration of psychotropic medication, while Respondent is committed to API, to ~~Respondent~~ ^{M.C.} to which Respondent objects.

9. Criteria for Termination of Guardianship. If and when, Respondent meets the following conditions, Respondent may make application to the Court for modification or termination of the guardianship, which shall be granted unless there are compelling reasons for failing to do so:³

- (a) Maintains his weight at 110 pounds or higher for six months.
- (b) Maintains housing for four months.
- (c) Is not escorted from the Guardian's premises by the police after failing to leave upon the Guardian's request for four months.
- (d) Other than the financial payments made by the Guardian, satisfies his need to obtain food without the assistance of the Guardian for two months;

³ In such event, unless the parties can agree on a set of criteria, the Court shall set specific criteria by which, if met, the guardianship shall be modified or terminated.

Respondent utilizing other available resources, such as case management, friends, etc., constitutes compliance with this condition.

10. Dispute Resolution. Any dispute(s) arising hereunder may be taken to the Court for resolution, HOWEVER, prior to doing so the parties shall make their best efforts to resolve such disputes, including through negotiation and mediation. The Court may defer making a binding determination pending referral to mediation.

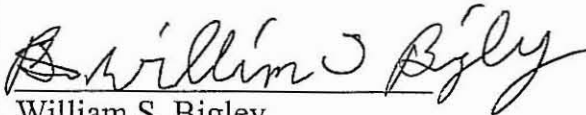
11. Amendments. In the event, the Guardian and Respondent, from time to time, agree on any amendment(s), they shall jointly make application to the Court, which shall be granted unless there is a compelling reason(s) for failing to do so.

DATED: this 20th day of July, 2007, at Anchorage, Alaska.

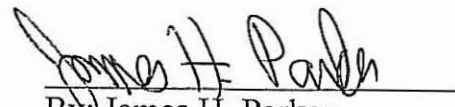
FOR RESPONDENT:

FOR GUARDIAN:

Office of Public Advocacy



William S. Bigley




By: James H. Parker
Bar No. 8310141

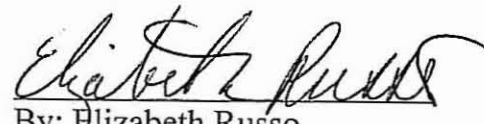
Law Project for Psychiatric Rights

FOR API:

TALIS J. COLBERG
ATTORNEY GENERAL



By: James B. Gottstein
Bar No. 781110



By: Elizabeth Russo,
Assistant Attorney General
Bar No. 0311064

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IT IS SO ORDERED

DATED: this 20th day of July, 2007, at Anchorage, Alaska.


Morgan Christen, SUPERIOR COURT JUDGE

I certify that on 7/25/07 a copy
of the above was mailed to each of the following at
their addresses of record (List names if not an agency)

CSED AG PD DA

Russo Parker Gottstein

thw

Deputy Clerk Secretary

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