

## **Summary of Settlement Agreement in *United States v. Commonwealth of Virginia***

The United States and the Commonwealth of Virginia filed a Settlement Agreement in the U.S. District Court for the Eastern District of Virginia on January 26, 2012. The Agreement, if approved by the Court, will resolve the United States' investigation of the Central Virginia Training Center ("CVTC"), as well as its broader examination of the Commonwealth's compliance with federal law that governs the rights of individuals with intellectual and developmental disabilities ("ID/DD") to receive services in the most integrated setting appropriate to their needs.

Under the terms of the Settlement Agreement, the Commonwealth is obligated to create or expand a range of supports and services to individuals with ID/DD and their families, including:

### **(1) Medicaid Home and Community Based Waivers (Pages 3-6):**

Medicaid Home and Community Based ("HCBS") Waivers are packages of services to support an individual to live in the community. The individual must have a level of need that would qualify him or her to live in an institution.

The Agreement requires the Commonwealth to add thousands of new slots to its HCBS Waiver programs over the course of ten years. Almost 3,000 new waiver slots will be added for individuals with intellectual disabilities who are on the Commonwealth's "urgent" waitlist and youth with intellectual disabilities in private institutions. Another 450 new waiver slots will be added for individuals with other developmental disabilities on the waitlist and for youth with other developmental disabilities in private institutions. Also, 800 additional waiver slots specifically designated for individuals who choose to transition from the training centers to the community will be added. The Agreement requires that individuals with complex behavioral or medical needs have equal access to the new waivers. Agreement Section III.C.1 sets forth the specific numbers of new waivers the Commonwealth is required to fund each year over the course of the ten-year period.

### **(2) Family Supports (Pages 3, 6):**

The Agreement requires the Commonwealth to create an individual and family support program for individuals with ID/DD who are not currently receiving HCBS Waiver services and who the Commonwealth determines to be most at risk of institutionalization. These supports provide limited services to help families get the needed support to remain in their own home and community. By fiscal year 2014, the Commonwealth is required to support a minimum of 1,000 individuals in this program. Agreement Section III.C.2 sets forth the Commonwealth's obligation to provide family supports.

### **(3) Crisis System (Pages 7-9):**

The Agreement requires the Commonwealth to develop a comprehensive, statewide crisis system for individuals with ID/DD. This crisis system will include a statewide crisis hotline that

will be operated 24 hours a day, 7 days a week, for individuals and families to access information about, and referrals to, local resources.

Under the Agreement, the Commonwealth is required to develop mobile crisis teams that can be sent out to individuals at their homes and in other community settings. The purpose of these teams will be to assist individuals and their families in resolving crises without removing individuals from their current placements whenever possible. The crisis teams will be comprised of members who have relevant training, and will be available 24 hours a day, 7 days a week.

The Commonwealth is also required to develop at least one crisis stabilization program in each region of the Commonwealth. These programs will include beds in smaller settings that can be used as last resort, short-term alternatives to institutionalizing or hospitalizing individuals who are having crises and need inpatient stabilization services. Agreement Section III.C.6 sets forth the specific timelines for the Commonwealth's development of its crisis services system.

**(4) Integrated Day Activities and Supported Employment (Pages 9-11):**

The Agreement requires the Commonwealth to expand integrated day activities, including supported employment, community volunteer activities, and community recreational opportunities. The Commonwealth will also develop and implement an "Employment First" policy to expand integrated supported employment opportunities for people with ID/DD. Agreement Section III.C.7 sets forth the Commonwealth's obligations with respect to integrated day activities and supported employment.

**(5) Plan to Legislature regarding Training Centers (Page 11):**

The Agreement acknowledges the Commonwealth's independent determination that continued operation of its Training Centers is fiscally impractical. The Agreement acknowledges that the Commonwealth will submit a plan for the Legislature to consider closing 4 of 5 Training Centers. Agreement Section III.C.9 sets forth this development of a plan.

**(6) Housing (Pages 11-13):**

The Agreement requires the Commonwealth to develop a plan to increase access to independent living options, such as individuals' own homes or apartments. The Commonwealth will also create an \$800,000 housing fund to provide and administer rental assistance to individuals who express a desire to live in their own home or apartment and for whom such a placement is appropriate. Under the terms of the Agreement, no individual will be placed in a nursing facility or any setting in which five or more individuals reside unless he or she chooses to do so. Agreement Section III.D sets forth the Commonwealth's obligations with respect to assisting individuals in securing integrated housing.

**(7) Discharge Planning (Pages 14-17):**

The Agreement requires the Commonwealth to implement a comprehensive process for discharge planning for the individuals who choose to transition out of the training centers. The Agreement requires that the process involve the individual receiving services, the legally authorized representative (“LAR”), and others whom the individual indicates should participate. The Agreement requires that an individual’s treatment team identify the specific services an individual would need to be supported in the community, and offer the individuals and LARs opportunities to speak with providers, visit community placements, and meet with other people and their families who have already made that transition. Agreement Section IV sets forth the Commonwealth’s obligations with respect to discharge planning for individuals in the training centers.

**(8) Transition Planning (Pages 17-20):**

The Agreement requires that all essential supports identified in an individual’s discharge plan be in place before an individual is discharged from a training center. After discharge, an individual will receive post-move visits at 30, 60, and 90-day intervals to identify any gaps in care and address any such gaps to reduce the risk of re-admission, crises, or other negative outcomes. Agreement Section IV.C sets forth the Commonwealth’s obligations with respect to transitioning individuals from the training centers.

**(9) Quality Assurance and Risk Management (Pages 20-27):**

The Agreement requires the Commonwealth to create a comprehensive quality assurance and risk management system to ensure that individuals in the community receive safe and appropriate services. The risk management system will require that all community providers have processes in place to prevent harm to people receiving services. The Commonwealth will collect and assess information regarding the health, safety, and community integration of individuals served, and issue public reports at least annually on the availability and quality of community services. Regional Quality Councils, made up of individuals receiving services and their families, providers, Community Services Boards, and individuals with data analysis experience, will assess this data in each region and make recommendations for improvements. The Commonwealth will conduct regular, unannounced licensing inspections of providers, and will conduct enhanced inspections of providers serving individuals who have moved from training centers or have increased behavioral or medical needs. Agreement Section V sets forth the Commonwealth’s specific obligations with respect to developing a comprehensive quality assurance and risk management system.

**(10) Case Management (Pages 6-7, 24-25):**

Case management is a service provided by professionals to coordinate the delivery of needed supports and services to people. Agreement Section II.C.5 sets forth this. The Agreement requires the Commonwealth to provide case management services to all individuals receiving Waiver services under the Agreement. Individuals who have experienced crises, are at increased

risk, or have transitioned from a training center in the past 12 months will receive an enhanced level of case management services, including face-to-face visits at least every 30 days. Agreement Section V.F sets forth the Commonwealth's requirements with respect to providing case management services to individuals receiving services under this Agreement.

**(11) Independent Reviewer (Pages 27-31):**

The Agreement provides that an "Independent Reviewer" will oversee the Commonwealth's implementation of the Agreement. The individual selected for this role has extensive experience in directing both large facilities and community programs for individuals with ID/DD. Every six months, the Independent Reviewer will file a report with the Court, assessing the Commonwealth's progress in implementing the substantive provisions above. This report will be publically available. Agreement Section VI sets forth the monitoring structure and Independent Reviewer's specific duties.

**(12) Court Enforceable (Page 31-32):**

The Agreement provides a process for enforcing terms of the Agreement in court, if necessary. Section VII sets forth this process.