



# NEWS



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## **THE ARC OF CONNECTICUT HERALDS AGREEMENT IN DECADES-OLD SOUTHBURY TRAINING SCHOOL CASE**

July 13, 2010, Hartford, CT— The Arc of Connecticut has announced that a negotiated settlement agreement has been reached in *Messier v. Southbury Training School*, a class action lawsuit that sought decent care and community placement for the approximately 600 residents of the institution in 1998. Senior U.S. District Judge Ellen Bree Burns, U.S. District Court House, 141 Church Street, New Haven, CT, presided over the trial that began in January 1999.

The Arc of Connecticut Executive Director Lynn C. Warner called the action “a momentous occasion for the residents of Southbury Training School. With this agreement in place, the focus is now rightly on opportunities and solutions rather than roadblocks and litigation.” Speaking on behalf of the state association, its board of directors, 23 local chapters, the individuals for whom they advocate and their families, she said, “We are relieved with the long-awaited, favorable outcome.”

The settlement agreement, which was signed by Judge Burns, assures that the Department of Developmental Services and its staff are committed to insuring that each class member has the opportunity to have an assessment of the supports that would be needed to live successfully in a community setting and that the class member and his/her guardian have sufficient information to make an informed decision about the merits of community placement to meet the particular needs of the individual class member.

Diane Aubin, The Arc of Connecticut board president, indicated that the association has long believed that the individuals at Southbury and their families were not given the choice of community options. “The board commends all those

who worked so diligently to come to this accord. We look forward to working with DDS to implement the court-approved remedies in a timely and sensitive manner.”

## **BACKGROUND OF THE CASE**

The much-publicized case was tried to conclusion for 123 days between January and October 1999. On June 4, 2008, Senior U.S. District Judge Ellen Bree Burns issued a 113-page Memorandum of Decision and Order, ruling that the plaintiffs (the Southbury Training School residents and The Arc of Connecticut, WeCAHR, and People First) established that the Department of Developmental Services had violated the statutory and constitutional rights of the residents. Further, the judge characterized Southbury as a segregated institution. She also held that the State of Connecticut failed to make independent professional judgments as to whether each resident could benefit from leaving the institution and failed to make community placements available for those who expressed the desire to leave the institution.

## **KEY POINTS ADDRESSED IN THE SETTLEMENT AGREEMENT**

### **• The Role of Independent Expert**

A mutually agreed upon independent expert will be retained [by the department] to help develop and oversee the implementation of staff education and information sharing with guardians, family members and class members about the range of services and supports that are available in the community. The expert will work or oversee work done individually with the teams including guardians to broaden everyone’s understanding of the community system. The agreement describes in detail the role and responsibilities of the expert.

### **• Implementation and Monitoring of Informed Decision-making**

The foundation of this settlement agreement is that guardians, class members and family members have sufficient information to make an informed choice about residential placement and that team members are sufficiently trained to render professional judgment regarding the least restrictive setting in which the class members can be served.

DDS commits itself to taking actions and putting processes in place to make sure that guardians, family members and class members have sufficient information about community options to make an informed choice about team members’

recommendations for the most integrated setting to meet the individual's needs. Community placement shall be considered individually for each class member and pursued, if in the professional judgment of the team and with the agreement of the class member's guardian, it is considered the most appropriate setting for the individual.

The agreement clearly outlines methods that will be employed to assure that this information is available and key indicators that the agreement has been fully implemented.

#### **• Funding Sources**

Whereas DDS used to have a separate fund for STS class members to access to finance their community placement, the department has developed portability policy and procedures that apply to all class members and allow anyone in the DDS system to utilize their resources to receive supports and services in another location and from another provider or through hiring their own staff.

DDS commits that both the first years' costs and the ongoing annualization of the cost of the community placement for a class member will continue to be made available throughout the 7-8 years this settlement agreement covers.

#### **• Projected Timeline for Full Implementation**

During the implementation phase, it is expected that all the class members at Southbury Training School will have the opportunity to have an assessment of the supports that would be needed to live successfully in a community setting, to assure that the class member, guardian, involved family member, or other personal representative, has sufficient information to make an informed decision about the merits of community placement to meet the particular needs of the class member. At the end of this timeframe, it is expected that all class members who expressed a desire to move from Southbury Training School have done so in a timely, well-informed manner. The oversight of this Agreement will continue until the expert is satisfied that the benchmarks outlined within the Settlement Agreement have been successfully met by DDS and then will be certified by the Court as completed.

#### **• Implications for Case Members**

Lynn Warner, Executive Director of The Arc of Connecticut, said at the signing of this settlement agreement, "We went to court to get assurance that all of the class members and guardians, from this day on, will be fully informed of the benefits of living within the community and that those individuals who have wanted to live in

the community or have recently made that decision are given that opportunity in a smooth, supported and thoroughly planned transition.”

Further, Warner pointed out that, in recent years, communities throughout Connecticut have developed increased capacity to provide services and supports to individuals with intellectual disabilities and related developmental disabilities. As an example, she cited the former residents of Mansfield Training School who successfully transitioned to lives in the community when the facility was closed in 1993.

### **ABOUT THE ARC OF CONNECTICUT**

The Arc of Connecticut is committed to protecting the rights of people with intellectual disabilities and related developmental disabilities and to promoting opportunities for their full inclusion in the life of their own home communities. In all matters, The Arc of Connecticut advocates for informed choice, which involves making evidence of current best practice, viable options presented in a manner that is understandable to each individual, and effectively addressing concerns of the individual and/or their family members in a timely manner. The state organization, through its local chapters provides supports and services to approximately 2700 individuals and their family members around the state.

The Arc of Connecticut is located at 43 Woodland Street, Hartford, CT 06105.

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