

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

PEOPLE FIRST OF TENNESSEE,)	
<i>et al.</i> ,)	
)	
Plaintiffs,)	
)	
v.)	No. 3-95-1227
)	JUDGE ECHOLS
CLOVER BOTTOM DEVELOPMENTAL)	(cons. w/ 3:96-1056)
CENTER, <i>et al.</i> ,)	
)	
Defendants.)	

**AGREED ORDER GRANTING DEFENDANTS' MOTION
FOR PARTIAL TERMINATION OF THE SETTLEMENT AGREEMENT**

Defendants have submitted a Motion pursuant to Section X.B.12 of the Settlement Agreement requesting partial termination of the Settlement Agreement with respect to Nat T. Winston and Greene Valley Developmental Centers. Because the State closed the Nat T. Winston Developmental Center and will not re-open it, the Court previously issued an Order granting the Motion to dismiss the Nat T. Winston Center.

Presently pending before the Court is the State's Motion for partial termination of the Settlement Agreement with respect to institutional conditions at Greene Valley Developmental Center on the basis that defendants have demonstrated the achievement and maintenance of substantial compliance with sections VI., Institutional Care and Services and VII., Protection from Harm of the Settlement Agreement. Following informal and formal expert reviews, the United States and the Parent Guardian Association have indicated that they have no opposition to

the State's Motion. People First, however, has opposed the State's motion. This matter is set for trial on March 28, 2006.

People First and the State defendants have engaged in extensive discovery concerning the issues raised by the Motion. Subsequently, they engaged in fully informed settlement discussions in an effort to resolve the issues presented by the Motion and these discussions have been successful. It appears to the Court that People First and the State defendants have met and agreed that this Motion should be granted based on the agreed terms and conditions.

For good cause shown, it is therefore ORDERED that Defendants' Motion for partial termination of the Settlement Agreement with respect to institutional conditions at Greene Valley Developmental Center on the basis that defendants have demonstrated the achievement and maintenance of substantial compliance with sections VI., Institutional Care and Services and VII., Protection from Harm of the Settlement Agreement is hereby GRANTED. In addition, while the Court retains jurisdiction in this matter, the following terms and conditions shall apply:

1. All current Greene Valley Developmental Center residents shall remain Class Members and shall retain all their rights as Class Members pursuant to section I., II., III., IV., V., VIII., IX., X. of the Settlement Agreement;
2. The State will maintain services to Greene Valley Developmental Center residents at a constitutional level as required by law. In an effort to maximize the number of Class Members who choose to live in the community, the State will make Class Members, their families and/or Conservators and the public aware of good community residential (both Waiver and ICF/MR) and day programs and offer education to Class Members, their families and/or Conservators about real,

meaningful choices concerning all the available existing options for services in the community as well as community services that can be developed. Defendants will provide this information and outreach such that Class Members, their families and/or Conservators are made aware of the full range of choices and options for services available to them and are encouraged to use them; and

3. Starting in fiscal year 2007-2008, the State will develop sixteen four-person ICF/MR homes in the geographic area served by Greene Valley Developmental Center. These ICF/MR homes will be developed at the rate of at least four homes per year and will be operated by the State beginning in fiscal year 2007-2008. These homes will be integrated into neighborhood residential settings and will be available first for Class Members currently residing at Greene Valley Developmental Center. The State will assure the development of community options (whether waiver or community ICF/MR) to meet the needs of Class Members transitioning from Greene Valley Developmental Center. The State agrees to identify a suitable community placement and to transition as soon as reasonably practical (1) any Class Member residing at Greene Valley Developmental Center who chooses to move to the community as well as (2) any Class Member residing at Greene Valley Developmental Center who (a) through the exercise of reasoned professional judgment has been selected for community placement, (b) has been involuntarily discharged, and (c) the order of involuntary discharge has become final.

It is so ORDERED.

Entered this 16th day of March 2006.


ROBERT ECHOLS
U.S. DISTRICT COURT JUDGE

APPROVED FOR ENTRY:

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