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Washington Lawyers' Committee for Civil Rights and Urban Affairs¹**

**Testimony Before the Committee of the Whole and Committee on Human Services,
Council of the District of Columbia**

For the July 23, 2019 Public Roundtable on:

District of Columbia Developmental Disabilities Administration Health Initiative Contract

Thank you, Council Chairman Mendelson, Human Services Committee Chairperson Nadeau, and all Councilmembers for this opportunity to testify. I am Maggie Hart, Counsel at the Washington Lawyers' Committee for Civil Rights and Urban Affairs and a Ward 4 resident. At the Committee, we represent people with disabilities regarding their right to be fully participate in all aspects of our society. I am here today to impress upon you the importance of Georgetown's Health Initiative to DC residents with disabilities and the barriers to care they will face if the Department on Disability Services attempts to bring these services in-house.

This fear is not unfounded: the District has a shameful history of underserving and over institutionalizing individuals with disabilities. The District was sued, and the resulting *Evans* litigation and monitoring continued for 40 years to address the District's failure to support individuals with disabilities in the community.² When the *Evans* litigation ended, many disability rights advocates worried that the District would revert to underserving and unnecessarily institutionalizing individuals with disabilities. We are concerned that terminating the Georgetown Health Initiative's contract with DDS will be a step back towards pre-*Evans* treatment of individuals with disabilities. As Laura Nuss, former DDS Director, said, canceling this contract is irresponsible and the risks to individuals supported by the District will go up exponentially.³

A fundamental tenant of the Americans with Disabilities Act is that it is discriminatory to segregate and institutionalize people with disabilities. In the seminal *Olmstead* case, the United States Supreme Court wrote, "institutional placement of persons who can handle and benefit from community settings perpetuates unwarranted assumptions that persons so isolated are incapable or unworthy of participating in community life."⁴ Cancelling the contract with

¹ The Washington Lawyers' Committee was founded in 1968 to address civil rights violations, racial injustice and poverty-related issues in our community through litigation and other advocacy. The Committee has a long history of working to address discrimination in housing, employment, criminal justice, education, public accommodation and against persons with disabilities. We work closely with the private bar to bring litigation and pursue policy initiatives.

² Sundram, Clarence & Jones, Elizabeth & E. Sawyer, Kathy. (2017). Final Report on *Evans v. Bowser*, United States District Court, District of Columbia. 10.13140/RG.2.2.23425.25445.

³ https://www.washingtonpost.com/local/we-are-worried-those-who-work-with-disabled-dc-residents-fear-a-city-cut-will-hurt-those-who-need-help-most/2019/07/03/be7ec55c-9db3-11e9-9ed4-c9089972ad5a_story.html?utm_term=.94313b4ec261. Last visited July 19, 2019.

⁴ *Olmstead v. L. C.* by Zimring, 527 U.S. 581, 600 (1999).

Georgetown will perpetuate the same unwarranted assumptions and will send a message to individuals with disabilities in the District: we do not think you are worthy of the supports you need to participate in our community.

Maintaining these services isn't only the moral thing to do to ensure DC is an inclusive city; it is also something the District is legally obligated to do. The District is required under Title II of the ADA and Section 504 of the Rehabilitation Act to provide services to individuals with disabilities in the most integrated setting possible. The District bears the burden of proving it has done so. The contract with Georgetown is for 1.3 million dollars out of DDS's overall budget of 168 million dollars, less than 1% of DDS's overall budget. Continuing the contract is not an undue expense for the District or DDS's financial resources. Continuing the contract will not be overly burdensome administratively, as Georgetown already employs a physician, two nurses, two psychologists, two home visitors, a public health analyst and a health educator to provide the required services. Alternatively, DDS will incur administrative burdens to hire, train, and manage additional staff to bring the services in-house. The ADA and Rehabilitation Act require that the District take every reasonable step to ensure that individuals with disabilities are served in the community and cancelling the contract with Georgetown could leave the District vulnerable to additional litigation if individuals remain institutionalized longer than necessary as a result.

The Georgetown Health Initiative helps individuals with disabilities remain in their communities. Georgetown handles 4,000 consultations a year, assists with transitioning individuals out of hospitals and back into their homes, and provides parenting support and sexuality education to individuals with disabilities through the DDS contract.⁵ Critically, other DDS service providers have come to rely on technical assistance from Georgetown in order to meet the needs of individuals with disabilities, especially on nights and weekends.⁶ As a result, Georgetown has helped reduce hospital stays for individuals with disabilities receiving services under the contract from an average of 14 days to an average of 6 days.⁷

We are less than six weeks away from the end of Georgetown's contract and without a detailed plan for implementation, we do not believe the services Georgetown provides will be provided by DDS without interruption to DDS clients. DDS does not have the requisite staff, does not have the requisite expertise, and has not provided a detailed plan to provide services twenty four hours a day, seven days a week. While DDS reports that the State Office of Policy, Planning and Innovation ("SOPPI") has hired a registered nurse as a nurse educator, Georgetown has two nurses and one person simply cannot do the job of two people. DDS reports that it contracted with a physician who will continue the work of serving as a liaison between physicians,

⁵ Id.

⁶ https://www.washingtonpost.com/local/they-are-speaking-up-for-those-who-cant--and-they-are-worried/2019/07/13/8bf82d08-a4f2-11e9-bd56-eac6bb02d01d_story.html?utm_term=.4dc492c67547. Last visited July 19, 2019.

⁷ https://www.washingtonpost.com/local/we-are-worried-those-who-work-with-disabled-dc-residents-fear-a-city-cut-will-hurt-those-who-need-help-most/2019/07/03/be7ec55c-9db3-11e9-9ed4-c9089972ad5a_story.html?utm_term=.94313b4ec261. Last visited July 19, 2019.

specialists, surgeons, providers, and DDS.⁸ DDS's plan does not, however, address how, specifically, the physician will fulfill these tasks and does not provide basic steps, like a notice to area doctors that Georgetown will no longer be available to them and to contact the new physician, which would assist with a smooth transition. DDS's plan also fails to explain how it will replace the two psychologists, two home visitors, and the public health analyst that are part of Georgetown's team. Additionally, DDS's plan divides these services amongst several different providers: MOTIR, SOPPI, experts in Person Centered Thinking, and DDA's HCBS Waiver. The result will be silos of information about DDS clients where no one provider has the complete understanding of an individual's needs in the way that Georgetown does now. As a result, if DDS cancels the contract with Georgetown and tries to bring services in house, individuals with disabilities supported by DDS will remain in hospitals and nursing facilities longer, their complex medical needs will not be addressed properly, and there will not be anyone with a comprehensive understanding of the needs of these individuals who can provide crucial guidance on issues like breastfeeding or child care, so that families can stay together. We urge you to continue the contract with Georgetown to ensure individuals get the services they need, remain in our community, and remain at home with their families. We should not perpetuate the stereotype that individuals with disabilities are somehow less worthy to participate in our community than people without disabilities.

For the reasons stated above we join with fellow disability rights advocates here today to urge DDS and the Council to reconsider the termination of the Georgetown Health Alliance's contract with DDS because it provides critical services to support individuals with disabilities in our community that cannot be replicated by DDS.

⁸ DDS's Georgetown UCEDD Transition Plan released July 19, 2019.