

1 ROBERT K. CORBIN
Attorney General

2 ROBERT S. SEGELBAUM
3 Assistant Attorney General
4 1275 West Washington
Phoenix, Arizona 85007
Telephone: (602) 255-1645

5 Attorney for Defendant

6 IN THE UNITED STATES DISTRICT COURT

7 FOR THE DISTRICT OF ARIZONA

8 NATHALIA GRISWALD, et. al.,)

9 Plaintiffs,)

10 vs.)

11 JIM RILEY, et. al.,)

12 Defendants.)

No. Civ 77-144 PHX CAM

AMENDED

STATUS REPORT

13
14 Plaintiffs and defendants entered a settlement of this
15 litigation on April 2, 1979. The Court, following notice to
16 the class of plaintiffs, approved the settlement of the parties
17 on June 4, 1979 by entry of a judgment which incorporated the
18 settlement agreement and which stated in part:

19 "5. Jurisdiction is retained by the Court
20 until futher Order. Any party may apply at
21 any time for such further order as necessary
or appropriate for the construction, imple-
mentation or enforcement of this Judgment."

22 A progress report was submitted to the Court on July 14,
23 1982 and March 21, 1983. At that time, the parties agreed that
24 progress of the defendants in complying with the provisions of
25 the settlement agreement warranted termination of continued
26 jurisdiction of the Court except in the following areas:

27 Addendum C - Physical Structures
28

1 Addendum H - Habilitation Program

2 Addendum I - Staff Ratios

3 With respect to these three sections, the following agreements
4 have been reached.

5 PHYSICAL STRUCTURES

6 The settlement agreement required the defendants to
7 remodel twelve cottages at the Arizona Training Program at Cool-
8 idge (ATPC) according to standards stipulated in the agreement.
9 Seven cottages have been remodeled. Instead of remodeling an
10 eighth cottage, five homes on the grounds of ATPC were remodeled
11 for use as group homes. The defendants determined that, rather
12 than remodel the remaining four cottages, the number of persons
13 residing in the cottages, approximately 60, would be moved to
14 more appropriate living arrangements. "More appropriate living
15 arrangements" means either a community residence operated or
16 supported by the defendants or another Arizona Training Program
17 operated by the defendants. The following schedule for making
18 the requisite number of community placements and for closing the
19 remaining cottages has been recommended to the Legislature for
20 fiscal year 1984:

21	Palo Verde	All residents have been placed, and the cottage is closed.
22		
23	Ironwood	FY 1984
24	Sandpiper	FY 1984
25	Mesquite	FY 1984

26 The continued placement of approximately 60 individuals into the
27 community and the cottage closures are contingent upon legis-
28 lative approval of resource redirection to the community pro-

grams. An alternative presented to the legislature is the appropriation of \$1.05 million dollars to remodel Ironwood, Sandpiper and Mesquite. However, since the above recommendations were made to the legislature, legislation is now pending to establish a planning process designed to determine in part the needs of developmentally disabled persons in Arizona for institutional placement and how their needs can best be met. This planning process will include a review of the need for the existence of the Training Program at Collidge as well as other state facilities. During the pendency of the planning process which is expected to be concluded by January 1, 1985 the parties believe it is in the best interest of the residents at the Training Program at Coolidge that the desired residential population of 297 remain stable subject to such movement as is not prohibited by the Arizona Legislature. The parties agree that for fiscal year 1983 the Legislature has authorized the movement of eighteen (18) residential clients. Therefore, plaintiffs and defendants agree that for a period not to exceed June 30, 1986, defendants will be permitted to continue to utilize Ironwood, Sandpiper and Mesquite. However, by June 30, 1986, the residents of these three cottages will be placed into residential settings which meet state standards regarding physical structures either in the community, in another ATP, or in a remodeled cottage at ATC.

HABILITATION PROGRAM

The settlement agreement required the defendants to provide a six hour adult day program by June 30 1982. A full day program has now been defined to include adult day programming

1 which occurs outside the residential setting and structured
2 habilitation activities occurring in the residential setting.
3 The definition and delivery of structured activities is des-
4 cribed in Exhibit A and is incorporated by reference into this
5 stipulation. The defendants anticipate that by June 30, 1983, a
6 full day program will be available to each resident. By June
7 30, 1983, the defendants agree that the full day program for
8 ATPC residents will be of sufficient quality to comply with 80%
9 of the applicable State standards which will be comparable to
10 those standards currently set forth in Arizona Standards for
11 Services for Developmentally Disabled Individuals 1980. Com-
12 pliance will be assessed annually by the defendants in asso-
13 ciation with a designated committee of members of the
14 Association for Retarded Citizens of Arizona, Inc. (AARC).

15 STAFF RATIOS

16 The defendants agreed to obtain an overall ratio of
17 residential direct care staff to residents of 1:1. The ratio
18 was, as of December 17, 1982, approximately 1:1.08. It was
19 anticipated that the ratio would have reached 1:1 by FY 1984, if
20 continued community placement out of ATPC were enabled by legis-
21 lative approval of resource redirection. However, because of
22 the planning process described under PHYSICAL STRUCTURES, the
23 defendants agree that the direct care staff to resident ratio
24 will not exceed 1:1.08 during the period of the planning
25 process. However, no later than June 30, 1985, the ratio will
26 be 1:1. Defendants will use their best efforts to reduce the
27 ratio sooner than June 30, 1985. "Direct care staff to resident
28 ratio" is defined as habilitation positions which are active

1 assigned positions and which are able to be filled as they
2 become vacant, including filled by seasonal personnel to cover
3 vacancies due to industrial injuries, sickness, injury, etc.
4 The ratio does not include any supervisory positions except for
5 the supervisory position on the night shift. Staff ratios will
6 be monitored at least monthly by the defendants and reports will
7 be available to the designated committee of the AARC.

8 It is agreed by all parties that all other terms of the
9 judgment and the settlement agreement have been met. In
10 consideration of these facts, it is further agreed by all parties
11 that termination of the jurisdiction of the Court (other than
12 through the normal relief available in enforcing judgments) is
13 warranted.

14 RESPECTFULLY SUBMITTED this 6 day of ^{May}~~April~~, 1983.

15 ROBERT K. CORBIN
16 Attorney General

17
18 By: Robert S. Segelbaum
19 Robert S. Segelbaum
Assistant Attorney General

20 CAPRA & BECKETT

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22 By: Robert Beckett
23 Robert Beckett
24 Attorney for Plaintiffs
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