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9 IN THE UNITED STATES DISTRICT COURT

10 FOR THE DISTRICT OF ARIZONA

11 NATHALIA GRISWALD, et. al.,)

12 Plaintiffs,)

13 vs.)

14 JIM RILEY, et. al.,)

15 Defendants.)

No. Civ 77-144 PHX CAM

STATUS REPORT

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

21 "5. Jurisdiction is retained by the Court until
22 further Order. Any party may apply at any time for
23 such further order as necessary or appropriate for
24 the construction, implementation or enforcement
25 of this Judgment."

26 A progress report was submitted to the Court on July 14,
27 1982. X At that time, the parties agreed that progress of the
28 defendants in complying with the provisions of the settlement
agreement warranted termination of continued jurisdiction of the
Court except in the following areas:

Addendum C - Physical Structures

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
8 Collidge (ATPC) according to standards stipulated in the agree-
9 ment. Seven cottages have been remodeled. Instead of remodeling
10 an 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 legislative
28 approval of resource redirection to the community programs. An

1 alternative presented to the legislature is the appropriation of
2 \$1.05 million dollars to remodel Ironwood, Sandpiper and Mesquite.
3 However, since the above recommendations were made to the legisla-
4 ture, legislation is now pending to establish a planning process
5 designed to determine in part the needs of developmentally
6 disabled persons in Arizona for institutional placement and how
7 their needs can best be met. This planning process will include
8 a review of the need for the existence of the Training Program at
9 Collidge as well as other state facilities. During the pendency
10 of the planning process which is expected to be concluded by
11 January 1, 1985 the parties believe it is in the best interest of
12 the residents at the Training Program at Coolidge that the
13 resident population [and staff employed remain stable subject,
14 however, to the understanding that movement of approximately 20
15 individuals and staff positions in any given fiscal year will not
16 effect the stability of the program.] Therefore, plaintiffs and
17 defendants agree that for a period not to exceed June 30, 1986,
18 defendants will be permitted to continue to utilize Ironwood,
19 Sandpiper and Mesquite. However, by June 30, 1986, the residents
20 of these three cottages will be placed into residential settings
21 which meet state standards regarding physical structures, either
22 in the community, in another ATP, or in a remodeled cottage at ATP.

HABILITATION PROGRAM

24 The settlement agreement required the defendants to
25 provide a six hour adult day program by June 30, 1982. A full day
26 program has now been defined to include adult day programming
27 which occurs outside the residential setting and structured
28

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

14 STAFF RATIOS

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

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

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

15 RESPECTFULLY SUBMITTED this 28 day of ^{May} March, 1983.

16 ROBERT K. CORBIN
17 Attorney General

18 By: (s) Robert S. Segelbaum
19 Robert S. Segelbaum
20 Assistant Attorney General

21 CAPRA & BECKETT

22 By: (s) Robert Beckett
23 Robert Beckett
24 Attorney for Plaintiffs
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