

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

NATHALIA GRISWOLD, et al,

Plaintiffs

-vs-

JIM RILEY, et al,

Defendants.

NO. CIV -77-144 PHX CAM

PROPOSED JUDGMENT

This case was filed by the plaintiffs on February 28, 1977, alleging violations of the Eighth and Fourteenth Amendments to the United States Constitution, 42 U.S.C. §1983, 42 U.S.C. §6010 and 29 U.S.C. §794. On April 5, 1978, this case was certified by this Court as a valid class action, pursuant to the provisions of Rule 23 of the Federal Rules of Civil Procedures

This Court has jurisdiction pursuant to 28 U.S.C. §§1331 and 1343.

The defendants in this action are Jim Riley, in his capacity as Program Manager District 5 for the Division of Developmental Disabilities and Mental Retardation of the Department of Economic Security ("DES"); Jeremiah Dandoy, in his capacity as Assistant Director for the Division of Developmental Disabilities and Mental Retardation of DES; Douglas X. Petino, in his capacity as Director of DES; and Bruce Babbitt, in his capacity as Governor of Arizona.

The class of plaintiffs are those persons who resided at the Training Program at Coolidge on or after February 28, 1977, up through the date this judgement is signed, regardless of where they might now, or in the future, reside.

On June 4, 1979, following notice to members of the plaintiff class, this Court approved a Settlement reached by the parties on April 2, 1979. Under the terms of this Settlement this Court retained jurisdiction in this matter.

On May 6, 1983 the parties entered into a further settlement agreement entitled "Amended Status Report" which modified in part the April 2, 1979 Settlement and which stipulated to the termination of this Court's jurisdiction.

Notice of the May 6, 1983 Settlement Agreement has been given to members of the class as required by Rule 23(e) of the Federal Rules of Civil Procedure, pursuant to Order of this Court of May 9, 1983.

The Court has examined the stipulated Settlement entitled "Amended Status Report" entered into between the parties and has now determined that such Settlement appropriately protects the rights of the members of the class and is a fair and appropriate resolution of this case.

Therefore, it is hereby,

ORDERED, ADJUDGED AND DECREED:

1. The Settlement entitled "Amended Status Report" entered into between the parties on May 6, 1983 is approved by the Court and is entered as a part of this Judgment as if fully set forth herein. This Judgment also incorporates the parties' Settlement Agreement reached April 2, 1979 as modified by the above entitled "Amended Status Report."

2. This Judgment shall be applicable to and binding upon all parties, their successors, officers, agents and employees.

3. The jurisdiction of this Court in this matter is terminated other than through the normal relief available in enforcing judgments.

4. All parties shall bear their own attorney's fees and costs to the date of this Judgment.

DONE IN OPEN COURT this _____ day of _____, 1983.

CARL A. MUECKE
Judge of the District Court

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

AMENDED STATUS REPORT

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

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

A progress report was submitted to the Court on July 14, 1982. At that time, the parties agreed that progress of the 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

Addendum H - Habilitation Program

Addendum I - Staff Ratios

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

PHYSICAL STRUCTURES

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

Palo Verde	All residents have been placed, and the cottage is closed.
Ironwood	FY 1984
Sandpiper	FY 1984
Mesquite	FY 1984

The continued placement of approximately 60 individuals into the community and the cottage closures are contingent upon legislative approval of resource redirection to the community programs. 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 Coolidge 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 1983-1984 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 ATPC.

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 which occurs outside the residential setting and structured habilitation activities occurring in the residential setting. The definition and delivery of structured activities is described in Exhibit A and is incorporated by reference into this stipulation. The defendants anticipate that by June 30, 1983, a full day program will be available to each resident. By June 30, 1986, the defendants agree that the full day program for ATPC residents will be of sufficient quality to comply with 80% of the applicable State standards which will be comparable to those standards currently set forth in Arizona Standards for Services for Developmentally Disabled Individuals 1980. Compliance will be assessed annually by the defendants in association with a designated committee of members of the Association for Retarded Citizens of Arizona, Inc. (ARCA).

STAFF RATIOS

The defendants agreed to obtain an overall ratio of residential direct care staff to residents of 1:1. The ratio was, as of December 17, 1982, approximately 1:1.08. It was anticipated that the ratio would have reached 1:1 in FY 1984, if continued community placement out of ATPC were enabled by legislative approval of resource redirection. However, because of the planning process described under PHYSICAL STRUCTURES, the defendants agree that the direct care staff to resident ratio will not exceed 1:1.08 during the period of the planning process. However, no later than June 30, 1985, the ratio will be 1:1. Defendants will use their best efforts to reduce the ratio sooner than June 30, 1985. "Direct care staff to resident ratio" is defined as habilitation positions which are active assigned positions and which are available to be filled as they become vacant, including filled by seasonal personnel to cover vacancies due to industrial injuries, sickness, injury, etc. The ratio does not include any supervisory positions except for the supervisory position on the night shift. Staff ratios will be monitored at least monthly by the defendants and reports will be available to the designated committee of the ARCA.

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

RESPECTFULLY SUBMITTED THIS 6th day of May, 1983.

ROBERT K. CORBIN
Attorney General

By: /s/ Robert S. Segelbaum
Robert S. Segelbaum
Assistant Attorney General

CAPRA & BECKETT

By: /s/ Robert Beckett
Robert Beckett
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