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APPENDIX A
Plaintiff A v. Defendant
PRINCIPLES OF AGREEMENT

I. INTRODUCTION.

This action brought pursuant to 42 U.S.C. § 1983, alleges, *inter alia* that A.R.S. §§ 46-299 and 46-300 and implementing rules violate the due process clause of the United States Constitution. In addition, the plaintiffs allege that the aforesaid statutes and rules, as applied, deprive plaintiffs and members of the putative class of a substantial property interest without due process of law.

The NAME, Defendant, is the Director of the Arizona Department of Economic Security (“Department”). The defendant has denied fully the claims of plaintiffs.

The parties have drafted the following Principles of Agreement (“Principles”) reflecting changes in the Department’s policies and practices that have been or will be undertaken to address the claims raised by plaintiffs. In the preparation of these Principles, the parties have obtained information and input on the Department’s policies, practices, and administrative rules from third parties in the State of Arizona, including, but not limited to, members of the advocacy community, community-based organizations, clergy, and other areas of government.

Both plaintiffs and defendant agree that it is the goal of the defendant to assist families to achieve economic independence by obtaining and retaining employment. In an effort to achieve that goal, as well as to settle the instant litigation, the parties have agreed to changes in rules, policies, procedures, and notices that will serve several common goals. These goals

1 include: (1) eliminating possible barriers that may hinder an individual (“Jobs participant”) in the
2 Department’s welfare-to-work program (“Jobs”) from obtaining and retaining work; (2) providing
3 that the Department does not sanction Jobs participants who are ready and willing to engage in
4 work activities; and (3) providing that the Department follows due process protections before a
5 sanction is imposed on a Jobs participant. The parties agree that the term “Jobs participant”
6 includes an individual who is in the Jobs program (or any successor program) even if that person
7 has not yet attended a Jobs Welcome Meeting.
8

9
10 Nothing contained in these Principles shall be deemed to be a finding or an admission
11 that the defendant or the Department has in any manner violated plaintiffs’ rights as contained in
12 the Constitutions, statutes, regulations, and rules of the United States or the State of Arizona.
13 Contemporaneous with the signing of these Principles, the parties are submitting to the Court a
14 Stipulation and Order of Dismissal (“Stipulation”), under which plaintiffs’ complaint in this action
15 is being withdrawn without prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(ii).
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18 As used herein the masculine includes the feminine gender and the singular includes the
19 plural.
20

21 **II. REGULATORY CHANGES.**

22 The parties agree that defendant shall propose changes to the Jobs rules, including
23 A.A.C. §§ R6-10-101, R6-10-105, R6-10-106, R6-10-121, and R6-10-122. These changes are
24 intended to reflect the parties’ agreement concerning changes necessary to the State rules to
25 effect the intent of the parties regarding Jobs requirements and the penalty for failing to comply
26 with those requirements without good cause. The parties agree that the proposed rules changes
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1 shall not negate the Manual provisions of Exhibit "A" specifically agreed upon by the parties
2 unless the proposed rules' changes further the goals of the parties expressed in Section I of
3 these Principles. The proposed rules changes shall provide that:
4

5 A. There be an expansion of the definition of the list of professionals in §§ R6-10-
6 106 and R6-10-122, who can establish mental or physical incapacity and who
7 can provide verification of good cause, to include "a health care professional;"
8 and
9

10 B. The definition of good cause at R6-10-122 includes "other comparable
11 circumstances beyond the participant's reasonable control, including an error of
12 the Department."
13

14 The parties understand that the proposed rules must be published for comment in
15 accordance with the Arizona Administrative Procedure Act, A.R.S. § 41-1021, *et seq.*, and
16 implementing rules. Defendant represents that he will take all steps that he believes are
17 necessary and advisable for publication of proposed rules to occur no later than November 1,
18 2002. However, prior to publication, defendant shall submit the proposed rules to plaintiffs'
19 counsel for review and any disagreements concerning whether the proposed rules conflict with
20 these Principles shall be resolved pursuant to Section XI herein. Plaintiffs shall not hold
21 defendants to the November 1, 2002 date should plaintiffs invoke the Section XI process. If,
22 after having received public comment, comment from the Governor's Regulatory Review Council
23 staff, review by the Governor's Regulatory Review Council, and advice of counsel, defendant
24 determines not to publish the rules in substantially the same form as set forth in the draft
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1 submitted to plaintiffs, then defendant shall meet with plaintiffs' counsel and discuss the
2 changes to the rules that will be promulgated.

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4 **III. POLICY MANUAL CHANGES.**

5 The parties agree that defendant has implemented or will implement changes to Parts
6 DES 2-10.100, DES 2-10.300, DES 2-10.800, and DES 2-10.1200, *et seq.*, of the Jobs Program
7 Manual ("Manual"). A copy of the agreed upon changes is attached as Exhibit "A". These
8 changes reflect the intent of the parties regarding Jobs obligations and the penalty for failing,
9 without good cause, to comply with those obligations. For those Jobs rules that require a Manual
10 change, defendant will implement those changes within 30 days of the effective date of the new
11 Jobs rules identified in Section II above.

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14 **IV. NOTICES.**

15 The parties agree that changes to the notices presently utilized by the Department to
16 inform a Jobs participant that a sanction will be imposed require modification to better inform
17 Jobs participants of: (1) the infraction allegedly committed; (2) the steps the Jobs participant
18 must take to avoid a sanction; (3) the consequences of any continuing failure to comply with
19 Jobs requirements as specified in the notice of sanction; and (4) the acts necessary to bring the
20 Jobs participant into compliance with Jobs requirements. Copies of new notices that the
21 Department will use will be substantially similar to those attached as Exhibit "B." In addition, the
22 parties agree that the following changes, if not already made, will be made to the notices:
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26 **A. Specificity of Notices.** In order to provide clear and adequate notice of the conduct
27 that gives rise to a proposed Jobs sanction, the defendant shall insert in every Notice
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1 of Adverse Action (“sanction notice”) sent to a Jobs participant who the Department
2 alleges has failed without good cause to comply with Jobs requirements:

- 3
- 4 1. A description insert from the list of inserts (Exhibit “C”) to inform a Jobs
5 participant of the reason for a proposed sanction;
 - 6 2. The specific date of each alleged infraction;
 - 7 3. If applicable, the location where a Jobs participant was required to appear; and
 - 8 4. The specific activity that the Jobs participant must engage in to avoid the
9 sanction.
10
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12 The Department will begin using notices with these changes within 30 days of Court
13 approval of these Principles.
14

15 **B. Citation to Rules in Notices.** The Department agrees that within 30 days after the
16 effective date of the amended Jobs rules referred to in Section II herein, it shall
17 amend the notices to reflect any revised citation to the specific rule the Department
18 alleges the Jobs participant has violated.
19

20 **C. Amount of Grant Reduction in Notices.** In order to specifically inform Jobs
21 participants of the amount by which a proposed sanction will reduce the cash grant
22 upon implementation of the sanction, the Department will change the sanction
23 notices to contain both the sanction percentage by which the original grant will be
24 reduced and the actual dollar amount of the reduced grant. Plaintiffs understand that
25 the dollar amount appearing on the sanction notices will not reflect changes in
26 household size or other circumstances that affect the amount of the grant but are not
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1 related to the Jobs sanction action. The language to be used on the sanction notices
2 will be substantially similar to the following:

3
4 25 or 50% sanction:

5 Your cash assistance will be cut by [25/50] % for one
6 month starting [date]. You will receive \$_____ in cash assistance.

7 100% sanction:

8 Your cash assistance will be stopped on [date]. You will
9 receive \$0.00 in cash assistance and you will not be eligible for
10 Jobs Program Services.

11 **D. Americans with Disabilities Act (ADA) and Other Language on Notices.** The

12 Department shall insert ADA language substantially similar to the following on the
13 back of all sanction notices the Department uses to inform a Jobs participant that the
14 participant's grant will be reduced or terminated for failing to comply with Jobs
15 requirements:

16 Under the Americans with Disabilities Act, the Department must make
17 a reasonable accommodation to allow a person with a disability to
18 take part in a program, service, or activity. For example, this means
19 that if necessary, the Department must provide sign language
20 interpreters for people who are deaf, a wheelchair accessible location,
21 or enlarged print materials. It also means that the Department will
22 take any other reasonable action that allows you to take part in and
23 understand a program or activity, including making reasonable
24 changes to an activity. If you believe that you will not be able to
25 understand or take part in a program or activity because of your
26 disability, please let us know of your disability needs in advance if at
27 all possible. Please do so by calling or contacting your case
28 manager.

The Department will also use language on the back of all sanction notices substantially
similar to the following that will not be a part of the ADA disclosure:

1 If you are caring for a family member who has a disability and you
2 need help to attend a program or activity, please tell your case
3 manager. The Department will try to assist you as staff and other
4 resources permit.

5 **E. Foreign Translation of Notices.**

6 1. The parties have met to develop agreed upon Spanish translations of the
7 Department's sanction related notices. Plaintiffs have selected a translator
8 from the approved state contractor list provided by the Department. The
9 Department will have sanction and related notices covered by these
10 Principles translated into Spanish within 30 days of Court approval of these
11 Principles.
12

13
14 2. All English language notices will contain, in Spanish, language substantially
15 similar to the following to advise a Jobs participant that the notice concerns a
16 potential adverse action and that the Jobs participant must take immediate
17 steps to protect the Jobs participant's receipt of benefits:
18

19
20 ESTA INFORMACION ES MUY IMPORTANTE CON
21 RESPETO A SUS BENEFICIOS QUE RECIBE EN
22 EFECTIVO. LLAME AHORA MISMO AL NUMERO 1-800-
23 352-8401 O (602) 542-9935 PARA QUE SE LE EXPLIQUE
24 ESTA CARTA EN ESPANOL.

25 **V. GOOD CAUSE.**

26 The parties agree that no Jobs participant should be sanctioned for failing to comply with
27 a Jobs requirement if good cause exists for failure to comply. To achieve this goal and to
28 eliminate obstacles to participation in Jobs activities, the defendant agrees to the following:

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A. In accordance with Jobs rules, at the Jobs Welcome Meeting the Department will assess the Jobs participant to identify whether any barriers exist to participation in the Jobs program. Consistent with the provisions governing supportive services in Section VI of these Principles, the Department will attempt to provide the Jobs participant with those supportive services that have been identified in the employment plan as necessary to assist the Jobs participant in overcoming barriers to participation. To the extent that the barriers to participation cannot be overcome by the provision of supportive services identified in the employment plan, or due to the unavailability of such services, the Jobs participant shall be deemed to have good cause for not participating until either: (1) the participant overcomes the barrier to participation, or (2) a Jobs activity or service becomes available that accommodates or assists in overcoming the barrier to participation.

- B.** A case manager shall not impose a sanction until:
- 1. A supervisor reviews the proposed sanction to determine that all steps required prior to the imposition of the sanction, including the provision of services identified in the employment plan, have been taken; and
 - 2. The case manager and supervisor agree that the Jobs participant does not have good cause for failing to participate in a Jobs activity.

C. Nothing herein shall be deemed to create a Jobs participant's entitlement to the receipt of any services specified in the Jobs participant's employment plan.

1 **VI. SUPPORTIVE SERVICES.**

2 The parties agree that nothing in these Principles, the Stipulation, or the settlement of
3 this action creates an entitlement to any particular supportive service beyond what exists in law
4 for any alleged class member. However, the parties recognize that supportive services can be a
5 necessary tool to assist a Jobs participant in overcoming barriers to participation in the Jobs
6 program. Therefore, the parties agree that a Jobs participant should not be sanctioned due to
7 the Department's failure or inability to provide, or arrange for the provision of, supportive
8 services necessary to address barriers identified by the Department.
9

10 **VII. CURING NON-COMPLIANCE.**

11
12 A Jobs participant can, if otherwise eligible, avoid a sanction (25%, 50%, or grant
13 termination) by participating in or indicating an intent to participate in a Jobs activity within 10
14 days of the date of the sanction notice. A Jobs participant who has been sanctioned can, if
15 otherwise eligible, have full benefits restored in the next month by participating in or indicating
16 an intent to participate in a Jobs activity prior to or within 10 days of the date of any subsequent
17 sanction notice. The Department will not require a Jobs participant who has previously received
18 a 100% sanction to engage in a work activity prior to restoring assistance. However, a Jobs
19 participant who has been sanctioned at the 100% level must reapply for benefits.
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24 **VIII. MANUAL CHANGES AND STAFF INSTRUCTIONS.**

25 By March 1, 2002, the Department shall issue to applicable Department staff instructions
26 and all Manual changes set forth in Exhibit A. The Department will also inform staff of the terms
27 of these Principles at that time. In addition, within 30 days of the effective date of the Jobs rules
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1 identified in Section II, the Department shall issue staff instructions and all Manual changes that
2 are necessary to inform the staff of any new Jobs rules.

3
4 **IX. MONITORING.**

5 The parties agree that the Department will collect and disclose data to plaintiffs' counsel
6 to show: (1) the extent to which the Department implements the changes set forth in these
7 Principles, and (2) the effectiveness of those changes in reducing sanctions.
8

9 **A. Performance Monitoring.**

- 10
11 1. Beginning July 1, 2002, and quarterly thereafter, the Department shall
12 randomly select 100 cases from all Jobs related sanction notices issued for
13 the quarter immediately preceding the selection date. (This will result in a
14 total of 400 cases being audited in the first year.) For example, for the July
15 2002 selection date, the sample of 100 cases shall be drawn from April 2002,
16 May 2002, and June 2002. The Department shall issue the report for the
17 July selection date on September 1, 2002. The Department may use any
18 selection procedure that insures that each case in the population to be
19 studied has an equal chance of being selected in the sample. In the first
20 quarter, the Department shall draw the sample from the population of cases
21 generated in one of the following: (a) Maricopa County, (b) Pima County, or
22 (c) the balance of the State of Arizona. In the second quarter, the
23 Department shall draw the sample from one of the two remaining
24 geographical areas: (a) Maricopa County, (b) Pima County, or (c) the balance
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1 of the State of Arizona. The Department shall draw the sample in the third
2 quarter from the remaining area. This process shall be completed in the
3 same sequence beginning with the fourth quarter.
4

5 2. The Department shall choose staff not involved in the decision to sanction a
6 client to audit the sample selected to ascertain whether the cases in that
7 sample have been properly handled.
8

9 3. Within 30 days of Court approval of the Principles, the Department shall
10 forward to plaintiffs a proposed audit instrument for review and comment.
11 This instrument, once agreed upon, shall serve as the tool for conducting the
12 audit.
13

14 4. At the conclusion of each quarterly audit, the Department shall disclose the
15 results of the quarterly audit to plaintiffs' counsel. After 1 year of monitoring,
16 the parties will meet to review the monitoring and determine whether any
17 changes in the sample size or format of the monitoring described in this
18 subsection IX(A) are necessary.
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21 **B. Outcome Monitoring.**
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23 1. Commencing with a September 1, 2002 reporting date, and thereafter with
24 reporting dates December 1st, March 1st, and June 1st of each year, the
25 Department will provide a quarterly outcome monitoring report for the
26 preceding quarter. For example, the September 1, 2002 report will show
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1 data for April, May, and June 2002. The following data will be included in
2 each report:

- 3
- 4 a. The number of Request for Good Cause Information notices sent
5 seeking a good cause explanation for a failure to comply with a
6 work requirement;
- 7
- 8 b. The number of cases in which the response to such notices
9 resulted in a finding of good cause;
- 10
- 11 c. The number of cases in which the response to such notices
12 resulted in a finding of no good cause, and the number of those
13 cases that: (1) were referred for services and later sanctioned, or
14 (2) resulted in a sanction notice and no referral for services;
- 15
- 16 d. The outcomes of all cases referred for services (outcome refers
17 to: (1) cooperated, (2) deferred, (3) sanctioned, or (4) left rolls for
18 employment);
- 19
- 20 e. The number of cases issued a sanction notice in which the client
21 did not respond within 30 days of the date of the notice;
- 22
- 23 f. The number of sanctioned cases in which the household
24 complied after being sanctioned; and
- 25
- 26 g. The number of cases in which the household reapplied for
27 benefits within 30 days after imposition of a 100% sanction.
28

1 2. The outcome data shall show the number of sanctions broken down by local
2 office, race of the participant, family size, and the number of notices that
3 impose a 25%, 50%, or 100% sanction.
4

5 **X. TRAINING.**

6 The Department agrees that it will implement statewide training of Department
7 management and employees to ensure uniform implementation of the improvements to the Jobs
8 program contemplated by these Principles. During the term described in Section XIV, on
9 reasonable notice, plaintiffs' representative shall be permitted to attend and observe training
10 conducted pursuant to these Principles. Plaintiffs' representative shall share with the
11 Department's management, within 21 days of the training, any concerns regarding whether the
12 training provided accurately reflects the terms of these Principles.
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16 **XI. DISPUTE PROCESS.**

17 **A.** Either party shall notify the other in writing if either party in good faith believes that the
18 other is either not making a good faith effort to perform its obligations, or is not
19 complying with the terms of these Principles. The complaining party shall fax or mail
20 the notice to the other within 30 days of learning of any conduct the complaining party
21 contends is noncompliance. The notice shall describe the noncompliance in detail.
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24 **B.** Representatives of the parties shall meet either in person or by phone within 30 days
25 from the time the party receives the notice (unless another mutually agreeable time is
26 set) to resolve the complaining party's concerns. At this meeting the representatives
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1 shall resolve any matters in the written notice or shall agree to a process to resolve
2 any matters in the written notice.
3

4 **C.** If the parties resolve their issues, the agreement shall:

- 5 1. Be reduced to writing;
- 6 2. Stipulate when the action, if any, described in the agreement shall be done; and
- 7 3. Be signed by counsel for the parties.
8

9 **D.** If the parties are not able to agree on an approach to resolve a party's concerns, the
10 parties agree to the following:

- 11 1. They will elevate the dispute to the Director of the Department and 1
12 representative of plaintiffs' choosing;
- 13 2. The Director of the Department and plaintiffs' representative shall meet, in
14 person or by phone, within 30 days of the initial meeting to address the notice
15 described in subsection XI(A), in order to review a report or verbal presentation
16 from both sides; and
- 17 3. The Director of the Department and plaintiffs' representative shall mutually
18 decide the matter in a signed, written agreement.
19

20 **E.** If the process described in this Section XI fails, then, and only then, may either
21 party file a motion with the Court to enforce the Principles.
22

23 **F.** This section is not intended to prohibit or discourage informal, mutually
24 agreeable resolution of concerns that either party is not making a good faith
25 effort to perform obligations or comply with the terms of these Principles.
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1 **XII. PUBLICITY.**

2 The parties and their counsel agree not to solicit any media coverage, within or without
3 the State of Arizona, concerning these Principles or this cause of action. Moreover, neither
4 plaintiffs nor their counsel shall provide information to any person or entity not connected with
5 the operation of plaintiffs' counsel concerning the resolution of plaintiffs' claims for attorney's
6 fees without the prior written consent of Defendant or his attorneys. However, nothing herein is
7 intended to otherwise prohibit plaintiffs' counsel from discussing these Principles as part of their
8 regular course of business or from sharing the results of this case with other advocates, their
9 respective Boards of Directors, present and possible future sources of funding, and other similar
10 persons or entities.
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14 **XIII. CHANGES TO PROGRAMS OR SERVICES.**

15 **A.** Nothing contained in these Principles shall prevent the Department from making any
16 future changes to any programs or services covered by these Principles, or changes to
17 any forms or procedures specifically covered by these Principles so long as the changes:
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- 19 1. Are consistent with the goals listed in Section I of these Principles;
 - 20 2. Do not substantially diminish the agreements secured by these Principles; and
 - 21 3. Provide participants with a substantially similar opportunity to:
 - 22 a. Identify barriers to participation and receive a deferral or accommodation;
 - 23 b. Demonstrate that the participant has good cause for not participating and
24 receive a good cause determination; and
 - 25 c. Receive due process before the Department imposes a sanction.
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1 During the term of these Principles, the defendant shall provide plaintiffs' counsel with
2 written notice of a change under this subsection XIII (A)(3), items (a), (b), and (c), at
3 least 60 days prior to implementation of a change, unless the Department concludes, in
4 good faith, it is necessary to implement such a change in less than 60 days. If the
5 Department implements such a change in less than 60 days, defendant shall provide
6 notice no later than 15 working days prior to implementing the change, unless the
7 requirements of the change preclude advance notice. If advance notice is precluded, the
8 defendant shall give notice no later than 7 working days after implementing the change.
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11 **B.** These Principles shall not prevent the Department from making changes that are
12 inconsistent with the goals of these Principles if the changes are necessitated by new
13 legal requirements, legislative changes in programs or services, written executive
14 directive, or budget instructions initiated outside of the Department. During the term of
15 these Principles, defendants shall provide plaintiffs' counsel with written notice of any
16 such required change at least 60 days prior to implementation, unless the Department is
17 required to implement such a change in less than 60 days. If the Department must
18 implement a required change in less than 60 days, defendants shall provide notice no
19 later than 15 working days prior to implementing the required change, unless the
20 requirements of the change preclude advance notice. If advance notice is precluded, the
21 defendant shall give notice no later than 7 working days after implementing the required
22 change.
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C. During the term of these Principles, plaintiffs shall have the right to challenge, pursuant to Section XI, any proposed change on the grounds that:

1. It is inconsistent with the goals of the Principles identified in Section I, and is not necessitated by new legal requirements, legislative changes in programs or services, written executive directive, or budgetary demands initiated outside of the Department; or
2. It substantially diminishes agreements secured by these Principles and does not provide participants with a substantially similar opportunity to: (a) identify barriers to participation and receive a deferral or accommodation, (b) demonstrate that the participant has good cause for not participating and receive a good cause determination, or (c) receive due process before the Department imposes a sanction.

D. Plaintiffs shall not be required to follow Section XI to challenge any proposed change for which they receive notice less than 60 days prior to implementation.

XIV. TERMINATION OF OBLIGATIONS.

The Court's continuing jurisdiction to enforce the Principles shall terminate 2 years from the effective date of the rules described in Section II. Except, however, the Court's jurisdiction shall not lapse as to any motion pending before the Court 2 years from the effective date of the rules described in Section II. Furthermore, these Principles and all of the defendant's and the Department's obligations under the monitoring and training provisions of Sections IX and X shall also terminate and be of no further force and effect 2 years from the effective date of the rules

1 described in Section II. The plaintiffs agree that they shall not seek to enforce the provisions of
2 Sections IX and X against the State of Arizona, the Governor of the State of Arizona, or the
3 Director of the Department on behalf of any member of the putative class after 2 years from the
4 effective date of the rules described in Section II.
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6
7
8 On Consent:

9 DATED: _____

10 PHOENIX, ARIZONA
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13 **Attorney's Approval and Acknowledgement**

14 THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE REVIEWED **THE PRINCIPLES OF**
15 **AGREEMENT** WITH THE PARTIES AND THAT THEY APPROVE IT AS TO FORM.
16

17 **ORGANIZATION**

18 By: _____
19 NAME
20 Address
21 City, State ZIP
22 Attorney for Plaintiffs

23 **WELFARE LAW CENTER**

24
25 By: _____
26 NAME
27 Address
28 City, State ZIP
Attorney for Plaintiffs

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FIRM

By: _____
NAME
ADDRESS
City, State ZIP
Attorney for Defendant

**OFFICE OF THE ARIZONA
ATTORNEY GENERAL**

Name
Attorney General

By: _____
NAME
Assistant Attorney General
1275 W. Washington
Phoenix, AZ 85007
Attorneys for Defendant

THE UNDERSIGNED ACKNOWLEDGE THAT THEY OR THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN DIRECTLY INVOLVED IN THE NEGOTIATIONS OF **THE PRINCIPLES OF AGREEMENT** AND THEY AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

By: _____
Defendant, Director
Defendant

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ORGANIZATION

By: _____

Plaintiff