



Jl-ID-001-002

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15
 16 IN THE UNITED STATES DISTRICT COURT
 FOR THE DISTRICT OF IDAHO

17 DANNY O., DINO Z., LAURA L.,)
 18 and RALPH W., by and through)
 their parents as next friends;)
 19 TONY T., by and through LYLE)
 SELLARDS as next friend; and)
 20 JOSE R.,)

21 Plaintiffs,)

22 v.)

PARTIAL AGREEMENT

23 ROSE BOWMAN, in her capacity as)
 Director of the Idaho Department)
 24 of Health and Welfare; ARCHIE)
 SERVICE, FRED E. MARINEAU,)
 25 MARVIN J. WITTMAN, DONNA L.)
 PARSONS, JOHN L. VAN ORMAN,)
 26 PAMELA J. BOWEN, and PATRICIA)
 SARRIUGARTE, in their capacities)
 as members of the Board of)

1 Trustees of the State Youth)
Services Center KURT C.)
2 FRIEDENAUER, in his capacity as)
Administrative Director of the)
3 State Youth Services Center;)
JERRY L. EVANS, in his capacity)
4 as State Superintendent of)
Public Instruction,)
5)
6 Defendants.)

7 The parties, by and through counsel, submit this Agreement
8 in partial resolution of the issues of this case.

9 The parties expressly agree that this Agreement does not
10 constitute an admission by defendants of any violations of
11 constitutional or statutory rights held by the plaintiffs. Neither
12 this Agreement nor the Judgment that may follow from this
13 Agreement, nor anything contained herein or therein, shall
14 constitute or be construed as evidence or an admission with respect
15 to any matter alleged or arising out of the Complaint, or of any
16 wrongdoing or misconduct on the part of any party to this
17 Agreement.

18 This Agreement has been entered into by all parties to this
19 action with the understanding that this document shall be filed
20 with the Court, together with the Complaint. All parties to this
21 action seek certification of the class in the matter pursuant to
22 Federal Rules of Civil Procedure 23(b)(2) and a judicial order
23 approving the terms of this Agreement.

24 For purposes of this Agreement, the term "institution"
25 shall refer to the Idaho Youth Services Center, St. Anthony,
26 Idaho. The term "Department" shall refer to the Department of

1 Health and Welfare for the State of Idaho.

2 THEREFORE, it is agreed by and between the parties, as
3 follows:

4 1. LEAST RESTRICTIVE ALTERNATIVE

5 A. The parties recognize and acknowledge that every juvenile
6 has a right to be placed in the least restrictive
7 environment consistent with the assessed needs of the
8 juvenile and the protections of the public.

9 B. No juvenile shall be placed at the institution for whom
10 there is a less restrictive environment.

11 C. No non-offender shall be placed in the institution.

12 D. Policies and procedures of the department shall reflect the
13 goal of placing juveniles in accordance with the least
14 restrictive appropriate placement available to the Depart-
15 ment. Among the factors the Department shall take into
16 account in determining an appropriate placement are the
17 juvenile's assessed needs as determined by the Department,
18 and proximity to the juvenile's home community. If the
19 Department finds that placement of juveniles in the least
20 restrictive appropriate placement is hampered by a lack of
21 access to a sufficiently broad range of placement alterna-
22 tives, the Department shall continue to take steps to in-
23 crease the range of placement alternatives available to the
24 Department for juvenile placements. The Department shall
25 continue to take steps to develop and implement sufficient
26 non-institutional community placement alternatives.

1 2. EVALUATION

2 A. Every juvenile considered for placement at the institution
3 by the Department shall be evaluated by the Department to
4 determine the least restrictive placement for the juvenile.
5 The Department's current policy of conducting evaluations
6 and assessments in the community, prior to placement, shall
7 continue. Complete evaluations and assessments shall
8 include:

- 9 1. Medical and psychiatric history; social and family
10 summaries; psychological summaries as necessary.
11 2. Needed dental, psychological, neurological, speech and
12 hearing services.

13 B. Evaluations and assessments shall be reduced to writing and
14 shall identify the least restrictive environment in which
15 appropriate services can be provided. If a juvenile is not
16 placed in the environment so identified, the reasons such
17 juvenile is not so placed shall be stated in writing and
18 placed in the juvenile's file. The evaluation shall
19 contain separate educational, vocational, and services
20 plans.

21 C. In those situations whereby evaluations and assessments
22 cannot be adequately completed in the community, admission
23 to the institution shall be conditional until such time as
24 necessary evaluations and assessments are completed to
25 determine those medical, rehabilitative, educational and
26 vocational services required for each juvenile.

1 3. SAFE AND CARING ENVIRONMENT

2 A. The Department shall prepare an individual services plan
3 for each juvenile placed at the institution. The primary
4 goal of the program at the institution shall be to provide
5 a safe, humane and caring environment with access to those
6 services identified in the juvenile's individualized
7 services plan in order to enable the juvenile to lead a
8 life as close to normal as possible.

9
10 4. EDUCATION

11 A. Education shall be provided as required by Federal and
12 State Law in accordance with individual education plans
13 developed by the institution.

14 B. Academic instruction shall be provided any juvenile in
15 secure cottage confinement who would otherwise receive
16 such instruction.

17 C. Institutional maintenance responsibilities will not
18 interfere with formal academic/assigned educational
19 programs.

20 D. The special needs programs made available to juveniles
21 shall be integrated into the juvenile's Individual
22 Services Plan as a separate component.

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1 5. MEDICAL

2 A. The institution shall provide needed health care for each
3 juvenile.

4 B. The institution shall employ or contract with a physician.

5 C. The physician's responsibilities shall be reduced to
6 writing.

7 D. The physician shall have overall responsibility for the
8 institution's health care programs, including:

9 1. Overseeing institution medical staff;

10 2. Reviewing all standing orders;

11 3. Development and monitoring of a health screening
12 program for each juvenile within seventy-two hours
13 of such juvenile's admission to the institution for
14 pregnancy, communicable diseases, adequacy of prior
15 medical and diagnostic evaluations, identification
16 of additional data needed to appropriately complete
17 the medical and diagnostic history, and such other
18 tests and referrals as necessary.

19 4. Development and monitoring of a non-emergency
20 medical services program, including a written plan
21 for the provision of appropriate medical services
22 for juveniles who are diabetic, pregnant or who
23 otherwise require modified diets.

24 5. Development and monitoring of an emergency medical
25 evacuation plan and a plan for transporting
26 juveniles from the institution to medical

- 1 facilities in appropriately equipped vehicles.
- 2 6. Ensure the availability of emergency medical
3 services including annual training plans for
4 institutional staff in recognizing and reacting to
5 an emergency medical situation.
- 6 7. Assumption of overall medical responsibility for
7 medical services provided by institutional medical
8 staff.
- 9 8. Ensure that a medical treatment plan is developed
10 for each juvenile, including directions for
11 institutional staff regarding medical care for
12 juveniles requiring close medical care.
- 13 E. The institution shall provide adequate space, equipment,
14 supplies and materials for the health care programs.
- 15 F. The physician shall ensure that a medical treatment plan is
16 developed for each juvenile by a physician including
17 directions to nursing staff regarding medical care for
18 juveniles requiring close medical care.
- 19 G. The institution shall establish procedures ensuring that a
20 juvenile shall have prompt access to a licensed nurse or
21 physician upon requesting medical attention. In no case
22 shall a juvenile be denied access to a licensed nurse or
23 physician for longer than twenty-four hours from the time
24 the juvenile first requests medical attention. If a
25 juvenile is first seen by a nurse, the nurse shall record
26 in writing whether a physician's examination is necessary

1 or appropriate. If examination by a physician is
2 indicated, the juvenile shall be seen by a physician within
3 twenty-four hours.

4 H. The institution shall provide prescribed physical therapy
5 to be provided by qualified institutional staff.

6 I. The institution shall maintain for each juvenile a medical
7 record containing standardized health screening forms;
8 medical evaluations, all findings, diagnoses, treatments,
9 dispositions, prescriptions and administrations of
10 medications; places, dates and times of medical encounters;
11 and discharges from medical treatment. The physician shall
12 determine the method of recording entries in the medical
13 records, the form and format of the records.

14 J. The institution shall provide for routine dental care by a
15 licensed dentist and coverage for twenty-four hour
16 emergency dental care by appropriate medical providers.

17 K. The institution shall obtain appropriate consents for all
18 medical care provided.

19 L. The physician shall participate in the development of a
20 training program for institutional staff in CPR and basic
21 first aid equivalent to that defined by the American Red
22 Cross. The institution shall appropriately place first-aid
23 kits within the institution and institutional staff shall
24 be appropriately trained in their use.

25 M. The institution shall notify the next of kin or guardian of
26 each juvenile's serious illness, serious injury or death.

1 6. PSYCHIATRIC SERVICES

2 A. The institution shall provide needed psychiatric care for
3 each juvenile.

4 B. The institution shall employ or contract with a physician
5 practicing psychiatry in Idaho.

6 C. The psychiatrist shall have overall responsibility for the
7 psychiatric services provided at the institution.

8 D. The psychiatrist's responsibilities shall be reduced to
9 writing and shall include:

10 1. The training of institution staff in recognizing
11 and responding to major psychiatric problems;

12 2. The development of a separate psychiatric
13 treatment plan for each juvenile requiring close
14 psychiatric supervision.

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16 7. PSYCHOTROPIC MEDICATIONS

17 A. Behavior modification drugs shall be prescribed only after
18 a physician has personally examined the juvenile and the
19 juvenile has been placed under the physician's personal
20 care. Such medications include pheno-thiazines, ritalin,
21 tricyclic anti-depressants or other behavior modification
22 drugs.

23 B. The administration of such drugs shall be periodically
24 monitored by a licensed physician practicing psychiatry
25 according to accepted medical standards.

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- 1 C. The institution shall prohibit the administration of
2 psychotropic medications except as part of a formal
3 treatment plan, specifying a written diagnosis and a
4 tentative prognosis of how long the juvenile is expected to
5 take the drug.
- 6 D. The institution shall ensure that any juvenile receiving
7 psychotropic medications shall be seen by a physician as
8 frequently as the physician determines to be necessary.
- 9 E. The institution's administrative director shall receive a
10 written, weekly report containing the names of those
11 juveniles receiving psychotropic medications. The
12 administration shall review such reports with the
13 institution's psychiatrist on a monthly basis.

14
15 8. MONITOR

16 The parties acknowledge that an independent auditor, who shall
17 be a person acceptable to all parties, will be retained by the
18 Department.

19 The auditor shall have:

- 20 1. Access to staff, juveniles and administrative personnel
21 knowledgeable of institutional practices;
- 22 2. Access to necessary files and documents within the
23 possession of the Department;
- 24 3. Responsibility to recommend to the parties the need to
25 retain further experts to evaluate technical areas not
26 within the auditor's expertise, after all parties have been

1 consulted.

2 All parties shall receive communication regarding the
3 activities of the auditor.

4 The auditing period shall continue for twenty-four (24) months,
5 with a maximum of eight (8) visits, and the parties, by agreement,
6 shall have the authority to extend the auditing period for an
7 additional twelve (12) months to allow for compliance.

8 The auditor is not subject to dismissal except after
9 consultation of all parties.

10 DATED: June 25, 1984.

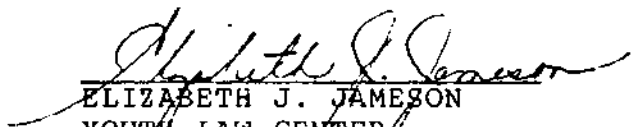
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Respectfully submitted,


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