



Jl-OK-001-002

IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF OKLAHOMA

TERRY D., ROMONDO P., DAVID )  
L., ROGER V., BYRON C., JEFFERY )  
H., LAURA C., REBECCA G., by )  
their attorneys and next friends, )  
Steven A. Novick and Richard L. )  
Weldon, individually and on )  
behalf of all other persons )  
similarly situated, )  
) )  
Plaintiffs, )  
) )  
vs. ) )  
) )  
L.E. RADER, et al., )  
) )  
Defendants, )  
) )  
STATE OF OKLAHOMA, ex rel )  
DEPARTMENT OF INSTITUTIONS, )  
SOCIAL AND REHABILITATIVE )  
SERVICES, )  
) )  
Intervenor-Defendant. )

FILED

JAN 11 1982

HERBERT T. HOPE  
CLERK, U. S. DISTRICT COURT  
BY -----  
DEPUTY

NO. CIV-78-0004-T

STIPULATED AGREEMENT

The parties, by and through counsel, submit this Stipulated Agreement and Proposed Order to the Court in resolution of the merits of this action.

Plaintiffs filed this class action pursuant to 42 U.S.C. §1983 on January 4, 1978. Certified on November 3, 1978, the class is composed of all children who are now or may be in the future confined to one of the institutions named in this action. Initially, these institutions were Helena State School for Boys (Helena), Boley State School for Boys (Boley), Girls' Town, Oklahoma Childrens' Center - North and South Campuses, and Whitaker State Childrens' Home (Whitaker).

Defendants' Motion for Partial Summary Judgment contesting plaintiffs' right to rehabilitative treatment in the least restrictive alternative was denied by Order dated September 25, 1979. Plaintiffs' Motion for Preliminary Injunction filed March 10, 1981 and Motion for Partial Summary Judgment filed August 12, 1980 were taken under advisement by the Court to be consolidated with a trial on merits.

Due to the transfer and construction of facilities during the pendency of this action, the parties agree that the institutions now in operation are Helena, Boley, Whitaker, Taft-North

Campus (Taft), Central Oklahoma Juvenile Treatment Center (formerly Girls' Town) (COJTC) and the L.E. Rader Diagnostic, Evaluation and Intensive Treatment Center (D & E and ITC, respectively). The parties agree that this Agreement shall be binding upon the institutions now in operation and any future institutions covered by the terms and definitions contained in this Agreement. The parties further agree that nothing contained in this Stipulated Agreement shall be construed to abrogate any substantive rights or procedural protections a child may now or hereafter have under State law.

The parties agree that the Court has jurisdiction of this action under 28 U.S.C. §§ 1331 and 1343(3), and that declaratory and injunctive relief is authorized pursuant to 28 U.S.C. §§ 2201 and 2202 and Rule 65 of the Federal Rules of Civil Procedure.

Based upon the discovery herein, including the investigations and reports prepared by expert consultants; and

Based upon the constitutional and statutory rights of plaintiffs enumerated herein; and

Based upon significant changes in policy and procedure effected by the Department of Human Services since the commencement of this litigation; and

Based upon the parties' interest in maintaining continued progress in the provision of a safe, humane, caring environment for children through the utilization of the least restrictive alternatives and individualized treatment; and

Based upon the agreement of plaintiffs and defendants that the interests of all the parties to this action can best be served by entering into this Agreement, which is consistent with the constitutional and statutory rights of the plaintiffs; and

Based upon all the pleadings and other papers filed in this action,

The parties hereby agree to the entry of this Stipulated Agreement and Proposed Order as a judgment of the Court with respect to the merits of this action. The terms of this Stipulated Agreement have been negotiated without regard to any claim for

costs and attorneys' fees. Following execution of this Agreement, the issues of costs and attorneys' fees will be resolved informally between the parties or upon application to the Court.

I. TERMS AND DEFINITIONS

A. Child

Any person defined as a child by 10 O.S. Supp. 1980 §1101(a) or §1104.2.

B. Non-Offender

Any child defined under 10 O.S. Supp. 1980 §1101 as a child in need of supervision or deprived child.

C. Division

The Division of Children and Youth Services and the Division of Child Welfare of the Oklahoma Department of Human Services.

D. Department

The Oklahoma Department of Human Services.

E. Director

The Director of Public Welfare of the State of Oklahoma.

F. Commission

The Oklahoma Public Welfare Commission.

G. Dangerous Child

Any child who can be expected within the near future to inflict serious physical injury on himself or others intentionally or unintentionally, and has engaged in one or more recent overt acts or made significant recent threats which substantially support that expectation.

H. Institution

Any residential facility operated by the Department for children housing more than twelve (12) children, except emergency shelters.

I. Non-Institutional Community Alternatives

Any foster home, halfway house, group home, mini-group home, home placement or similar alternative in or

near the child's home community.

J. Seclusion

Involuntary removal of a child from contact with other children by confinement in a room, including the child's own room or cubicle, when locked or when the child is otherwise restrained from leaving, except during normal sleeping hours.

K. Child Requiring Treatment

"Child requiring treatment" means either:

1. A child who has a demonstrable mental illness and who as a result of that mental illness can be expected within the near future to intentionally or unintentionally seriously and physically injure himself or another person and who has engaged in one or more recent overt acts or made significant recent threats which substantially support that expectation; or
2. A child who has a demonstrable mental illness and who as a result of that mental illness is unable to attend to those of his basic physical or psychiatric needs that must be attended to in order for him to avoid serious harm in the near future and who has demonstrated such inability by failing to attend to those basic physical or psychiatric needs in the recent past.

"Demonstrable mental illness" means any disease or condition, other than mental retardation, defined in the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association, 3rd edition.

L. Training School

A facility maintained by the State exclusively for the care, education, training, treatment and rehabilitation of delinquent children.

M. Treatment Center

A facility maintained by the State for the care, education, training, treatment and rehabilitation of children requiring treatment.

N. Segregation Cottage

A building designed and operated for the separation of resident children from the general institutional population, where ingress and egress are controlled exclusively by staff.

O. Limited Privilege Program

Any program designed for a child in a Department facility which involves less privileges or is more restrictive than the programs provided to the general population in that facility.

P. Placement

As used in this Agreement, placement shall include pre-adjudicatory intake recommendations and post-adjudicatory dispositional recommendations made by the Division of Court Related and Community Services, and post-commitment placement decisions made by the Division Placement Team or its designees.

II. CONSTITUTIONAL AND STATUTORY RIGHTS OF PLAINTIFFS

The plaintiffs shall have the following constitutional and statutory rights:

A. The right to receive individualized treatment in the least restrictive setting, guaranteed by the Oklahoma Juvenile Code (10 O.S. Supp. 1980 §1101 et seq.) and the Fourteenth Amendment to the United States Constitution.

B. The right to be free from cruel and unusual punishment, guaranteed by the Eighth Amendment to the United States Constitution.

- C. The right to have adequate, meaningful and effective access to the courts and legal assistance, guaranteed by the Fourteenth Amendment to the United States Constitution.
- D. The right to exercise free speech and association, and to petition the government for redress of grievances, guaranteed by the First Amendment to the United States Constitution.

### III. DEINSTITUTIONALIZATION

#### A. Operation of Facilities

1. The Department shall cease all child care operations at Helena on or before June 1, 1982.
2. The Special Master shall conduct a comprehensive study of the programs and continued need for child care services at Boley.

#### B. General Principles

The Department shall not confine in any institution a non-dangerous child who is capable of surviving safely in a non-institutional community alternative by himself or with the responsible assistance of others including the Department.

#### C. Non-Offenders

The Department shall not place any non-offender in a Department institution, except that a child found by the committing court to be a child requiring treatment may be placed in a Department treatment center.

#### D. Children Requiring Treatment

The Department shall not place any child in a Department treatment center or other psychiatric facility, other than on an emergency basis in conformance with 43A O.S. Supp. 1980 § 54.4(B), unless after a hearing the committing court has found the child to be a child requiring treatment based upon the testimony of a qualified psychiatrist. No child requiring treatment shall be placed in a Department training school.

A finding that a child is a child requiring treatment shall not operate to deprive such child of

E. Implementation1. Least Restrictive Alternative

All recommendations and decisions concerning the placement of children shall be governed by the principle of the least restrictive alternative. In determining the appropriate placement of children, the presumption shall be that the child's best interests are served by remaining in his home community with necessary services to be provided there. If, after all non-institutional alternatives have been considered or attempted, it is determined that placement of the child in an institution is necessary, such placement shall be in the least restrictive institution. Nothing contained herein shall be construed to limit the Department's authority to place a child in a wilderness experience program or other innovative non-institutional program, not necessarily located in the child's home community.

2. Non-Institutional Community Alternatives

The Department shall take all necessary steps to develop and implement sufficient non-institutional community alternatives in order to carry out the terms of this Agreement.

## IV. STANDARDS

A. American Correctional Association Standards

The Department shall comply with the American Correctional Association (ACA) Standards for Juvenile Training Schools and Services, Juvenile Community Residential Services and Juvenile Probation and Aftercare Services (1979), except where such standards are inconsistent with the terms of this Agreement. The Department shall actively seek accreditation of the applicable facilities and programs from the Commission on Accreditation for Corrections.

B. Joint Commission on Accreditation of Hospitals, Consolidated Standards for Child, Adolescent and Adult Psychiatric Facilities

The Department shall comply with the JCAH Consolidated Standards (1981) at its treatment centers, except where such standards are inconsistent with the terms of this Agreement. The Department shall actively seek accreditation of the applicable facilities from the Joint Commission on Accreditation of Hospitals.

V. SECLUSION AND SEGREGATION

A. Seclusion

Seclusion is a serious and extreme measure and may be imposed only in emergency situations as described herein. Seclusion shall not be used for punishment at any Department institution. A child in a Department institution may be confined in seclusion, either in his own room or cubicle, or in a designated seclusion room, in cases where such child is out of control and is a serious and immediate physical danger to himself or others, and only after less restrictive methods of restraint have failed. Seclusion may be imposed only with the prior approval of the Superintendent or Administrator on Duty. Children in seclusion shall receive appropriate psychological and medical services. Nothing herein shall be construed to limit the authority of direct child care staff to impose room or cubicle restriction as a "cooling off" period pursuant to Standard 9360 of the ACA Standards for Juvenile Training Schools and Services.

B. Segregation

Segregation is the removal of a child from the general population to a segregation cottage. Segregation shall **not** be used for punishment at any Department institution. During any period of segregation, the child shall receive appropriate psychological, medical



and educational services. A child in a Department institution may be placed in the segregation cottage only upon the prior approval of the Superintendent or Administrator on Duty and only under the following circumstances:

1. where there are reasonable grounds to believe, based upon overt acts, that the child is a serious and continuing escape risk; or
2. where the child is out of control and is a serious and immediate physical danger to himself or others; or
3. upon the child's request.

C. Limitations on Seclusion

No child shall remain in seclusion in excess of three hours. As soon as a child is sufficiently under control so as to no longer pose a serious and immediate danger to himself or others, he shall be released from seclusion immediately. In the event that a child is not sufficiently under control to be returned to the general population following a period of seclusion, he may be held in the segregation cottage for a period not to exceed 24 hours, including the period of seclusion. The use of consecutive periods of seclusion to evade the spirit and purpose of this section is prohibited.

D. Limitations on Segregation

As soon as a child is no longer deemed to be an escape risk or a physical danger as defined above, he shall be released immediately from segregation. No child shall remain in segregation in excess of 24 hours, except as specifically provided herein. Children admitted to segregation voluntarily shall be released upon request. The use of consecutive periods of segregation to evade the spirit and purpose of this section is prohibited.

E. Exceptions to Limitations on Segregation

1. Assaultive Behavior

Segregation for periods exceeding 24 hours under this subsection shall be limited to the situation where a child demonstrates continuing overt violent assaultive behavior against other persons. When a child in a Department institution has committed an overt act of violent assault and battery against another person, the child must be placed in the least restrictive setting necessary to protect others from harm, which may include confinement in the segregation cottage for a period not to exceed 72 hours, provided that seclusion may only be imposed according to the terms outlined above. It is contemplated that segregation in excess of 24 hours shall be exceptional.

2. Court Ordered Pretrial Detention

When the Department has been ordered by a court of competent jurisdiction to detain a child pending court proceedings, such child shall be placed in any appropriate Department facility in the least restrictive setting necessary for the protection of the public and to guarantee the child's appearance in court, provided that seclusion may only be imposed according to the terms outlined above.

F. Reporting Requirements

The reporting requirements of the ACA Standards for Juvenile Training Schools and Services, Standards 9371 and 9375, shall apply to both seclusion and segregation.

G. Conditions of Seclusion and Segregation

1. Seclusion rooms shall be fully padded and shall contain at least 80 square feet of floor space.

Seclusion rooms shall have adequate lighting, heat and ventilation for the comfort of the child.

2. The segregation cottage shall approximate, as nearly as possible, the regular cottage living units in the facility, including but not limited to, living space, furnishings, lighting, heat and ventilation. The child shall be permitted to have items necessary for his health and comfort, including but not limited to, regular clothing, a bed, mattress, pillow, linens and blanket, toilet, and wash basin and shower with hot and cold running water. The Superintendent or Administrator on Duty may approve the removal of belts, bed linens, or other means of inflicting self-injury based upon a documented concern for the safety of the child. Reading and writing materials, a television, arts and crafts, games and toys shall be made available to children in segregation.

#### VI. RESTRAINTS

The use of mechanical restraints is an extreme measure and may be employed only in seclusion rooms in emergency situations where a child is totally out of control and is a serious and immediate physical danger to himself, and only after less restrictive methods of restraint have failed. The approval of a physician shall be required prior to the application of mechanical restraints. The use of mechanical restraints as a form of punishment is strictly prohibited.

##### A. Type of Mechanical Restraints Permitted

The only type of mechanical restraints permitted shall be padded leather wristlets. When deemed necessary, a leather waistband may be employed.

B. Manner of Restraint Permitted

The practices of restraining feet, attaching hands and feet, as in hog-tying, and attachment to objects or fixtures are specifically prohibited.

C. Exceptions

Mechanical restraints may be employed in transporting a child to or from an institution only when:

1. there are reasonable grounds to believe, based upon overt acts, that the child is a serious escape risk; or
2. there are reasonable grounds to believe, based upon overt acts, that the child is a threat to public safety.

In all cases where restraint is deemed necessary to move a child from one location to another within an institution, staff shall employ only authorized personnel management procedures (such as the Mandt techniques). The use of mechanical restraints to move a child within an institution is prohibited.

VII. STAFF

In addition to the staffing requirements of the ACA Standards for Juvenile Training Schools and Services, the Department shall, at a minimum, employ the following personnel:

- A. one qualified licensed psychologist at every institution. The Department may employ a qualified applicant for state licensure under 59 O.S. 1971 §1362(a), provided that such applicant must be licensed within one (1) year of the date of employment.
- B. one qualified licensed consulting psychiatrist for every institution;
- C. one qualified licensed consulting physician for every institution;
- D. one qualified registered nurse or physician's assistant on duty during waking hours at every institution and on call at other times;
- E. one qualified full-time director of educational services assigned solely to the Division;

- F. one qualified licensed physician to serve as a full time director of medical services for the Division;
- G. sufficient qualified youth guidance specialists (YGS) to achieve a YGS staff-child ratio on each cottage of 1:10 during the evening shift and non-school days. During the night shift there shall be no less than one full-time YGS on duty in each cottage and one full-time roving YGS for every two cottages;
- H. sufficient social workers qualified by a degree in the behavioral sciences from an accredited college, to achieve a minimum social worker-child ratio of 1:20 at every institution. Consistent with Standard 9093 of the ACA Standards for Juvenile Training Schools and Services, the Department may retain as social workers present social work staff who are sufficiently qualified by experience as determined by the Special Master.

VIII. ADMINISTRATION OF MIND-ALTERING DRUGS

Mind-altering drugs, such as stimulants, tranquilizers or psychotropics, may be administered only as a part of a program of therapy. The administration of such drugs shall be periodically monitored and reviewed by a qualified licensed psychiatrist according to accepted medical standards. The use of mind-altering drugs for punishment, control or program management is prohibited.

IX. STUDENT GRIEVANCE PROGRAM

The Department shall continue to maintain its student defender/representative program according to currently existing policy, with the following exceptions:

- A. The Advocate General shall be an attorney licensed in the State of Oklahoma and employed by the Director. The Advocate General shall report to the Director, who shall transmit unedited copies of such reports to the Commission. The Advocate General may be dismissed only for cause, after a hearing.

- B. Communications between children and the student defender/representative and Advocate General shall be privileged and confidential.

X. ADMINISTRATIVE TRANSFERS

A. Procedures

Prior to the transfer of a child from a less restrictive to a more restrictive setting, the Department shall conduct an administrative hearing to determine the necessity for the transfer. At such administrative hearings the child shall be entitled to the following elements of procedural due process:

1. the right to at least 24 hours written notice of the alleged reasons for the transfer;
2. the right to present evidence in mitigation, explanation or denial of the allegations; and
3. the right to be represented by counsel substitute, which shall be provided free of cost to indigent children.

Nothing in this section shall be construed to abrogate any rights a child may have under State law.

B. Classifications of Restriction

For the purposes of this section the following levels of restriction shall apply:

1. non-institutional community placement - lowest level of restriction;
2. Taft and Whitaker (designated by the Department as open campuses) - second level of restriction;
3. Helena, Boley and Central Oklahoma Juvenile Treatment Center (designated by the Department as closed campuses) - third level of restriction;
4. L.E. Rader Intensive Treatment Center (maximum security) - highest level of restriction.

Movement into and initial placement out of the L.E. Rader Diagnostic and Evaluation Center shall not be considered an administrative transfer within the meaning of this section. If applicable, any future

change in function of an institution shall result in a reclassification of its level of restriction according to the above scheme.

C. Limitation on Transfers to Training Schools

A child requiring treatment initially placed in any psychiatric facility who has been discharged from such facility as no longer requiring in-patient treatment and services may not be transferred to a Department training school.

IX. ACCESS TO THE COURTS

Children at all Department residential facilities covered by this Agreement shall have the right of access to the courts, attorneys and counsel substitutes to present any issue under law; and the Department shall promulgate written policies and procedures to ensure and facilitate this right. Indigent resident children shall be entitled to receive legal assistance free of charge from persons with legal training, provided that in any matter wherein the Department may be a party with adverse interests to the child, such legal assistance shall be provided by a person or agency independent from the Department.

XII. CLASSIFICATION

The Department shall comply with the provisions of the ACA Standards for Juvenile Training Schools and Services and the JCAH Consolidated Standards relating to classification, except as modified herein.

A. Evaluation

Following a determination by the Division Placement Team that placement of a child in an institution is necessary, each such child shall be evaluated at the L.E. Rader Diagnostic and Evaluation Center, or receive equivalent diagnostic services to include at a minimum the following: complete medical examination, complete dental examination, family and social summary, educational and vocational evaluation, psychological evaluation, neurological appraisal and

a complete evaluation where indicated, speech and hearing evaluation and audiometric evaluation.

B. Individual Treatment Plan

The evaluation of each child shall be fully documented, and an individual treatment plan shall be developed identifying the treatment needs of each child and specifying the treatment methods or programs best suited to meet those needs.

C. Additional Evaluation

Children identified as possibly suffering from a disease or condition, except mental retardation, defined in the Diagnostic and Statistical Manual of the American Psychiatric Association, 3rd edition, shall receive a complete psychiatric evaluation performed by a Board eligible psychiatrist, preferably a child or adolescent psychiatrist.

D. Classification Policies and Procedures

Classification policies and procedures shall provide for identification of the least restrictive placement, including non-institutional community alternatives, consistent with the treatment needs of each child, which shall be reduced to a written recommendation. Any decision by the Division placement team not to implement the recommended placement shall be based upon substantial evidence that such placement is inappropriate, and shall be fully documented.

XIII. PROGRAMS AND SERVICES

A. Safe, Humane, Caring Environment

The primary goal of the Department's Institutional programs shall be to achieve a safe, humane, caring environment with access to needed services that will provide for normal growth and development and allow youth to lead lives as close to normal as possible. Consistent with the necessary limitations imposed by an institutional setting, children shall be entitled to receive all services which would be available to them in the community. All forms of corporal



punishment of children in the Department's custody are prohibited. The Division shall have an affirmative obligation to ensure that all programs provide, and in no way inhibit, this safe, humane, caring environment, which includes the provision of opportunities for children to:

1. enhance individuality and self-respect;
2. enjoy privacy;
3. develop intellectual and vocational abilities;
4. retain family and other personal ties;
5. express cultural identity;
6. relate and socialize with peers of both sexes;
7. practice religious beliefs of their preference;
8. explore political, social and philosophical ideas;
9. enjoy an adequate, nutritious and varied diet;
10. receive necessary medical and dental care;
11. receive necessary psychological and psychiatric services;
12. receive educational services appropriate to their needs;
13. have a choice of a full range of recreational activities;
14. be safe from physical and psychological harm;
15. live in a home-like environment which is designed to maximize their personal security, privacy and dignity;
16. communicate with persons in the community; and
17. exercise reasonable freedom of choice as to personal matters such as hair length and selection of friends.

B. Provision of Services

The Division shall ensure that children in Department facilities have access to all services that are required for their individual needs in compliance with standards adopted in Section IV of this Agreement.

C. Limited Privilege Programs

1. Due Process Requirements

When it is determined that a child in any Department institution may be an appropriate candidate for a limited privilege program, an administrative hearing pursuant to Section X.A. of this Agreement shall be conducted to determine the need for such a program.

2. Individualized Program

If it is determined that a limited privilege program is necessary, a multi-disciplinary professional staffing shall be conducted to develop an individualized program for the child. The individualized program shall be the least restrictive alternative consistent with the child's treatment needs.

3. Limitations

Limited privilege-type programs that separate children from the general population are prohibited.

D. Limitation on Size of Facilities

Consistent with the ACA Standards for Juvenile Training Schools and Services, the total bed capacity of any training school shall not exceed 100 beds, except that Boley and COJTC shall not exceed a total of 90 beds each, and ITC shall not exceed a total of 56 beds.

E. Coeducational Institutions

All Department institutions shall be coeducational, with the exception of Boley.

XIV. MONITORING AND REPORTING

A. Special Master

The parties agree to the entry of an Order of Reference appointing a Special Master pursuant to Rule 53 of the Federal Rules of Civil Procedure and the inherent powers of the Court.

B. Appointment of Special Master

Plaintiffs and defendants shall exchange lists of three names each containing their respective suggestions for the person to be appointed as Special Master. From these lists the parties shall agree upon the person to be appointed, subject to the approval of the Court. The parties shall have the right to veto the nomination of any person suggested.

C. Duties and Powers of Special Master

The Special Master shall be responsible for monitoring compliance with this Stipulated Agreement, and in connection therewith, shall have the following duties and powers:

1. The Special Master shall have the authority to retain qualified expert consultants to assist the Special Master in monitoring compliance with the Stipulated Agreement, subject to the approval of the Court.
2. The Special Master and/or his or her designee shall conduct an on-site visit at every remaining Department institution no less than quarterly, beginning the first fiscal quarter following the effective date of this Agreement; and further shall have authority to conduct on-site visits at all public and private residential facilities in which the Department places children.
3. The Special Master and his or her designees shall have full access to all buildings, programs, files, records and data located at the institutions or state offices, and shall be permitted private or small group interviews with children, institutional staff and Division staff. Such access shall be permitted without notice to institutional personnel.

D. Reporting Requirements

Following the quarterly on-site visits, the Special Master and/or his or her designees shall prepare a written report regarding progress and compliance to be filed with the Court and the parties, pursuant to Rule 53 of the Federal Rules of Civil Procedure.

E. Access of Parties

1. Every party to this action shall have the right to freely communicate with the Special Master and his or her designees.
2. Plaintiffs' counsel and their authorized representatives shall have full access to any class member and any files or records pertaining to class members kept at the institutions or the state offices.

F. Compensation of Special Master

Fees and expenses of the Special Master and his or her designees shall be paid by the defendants. The amount of compensation shall be fixed by the Court. The defendants shall periodically deposit a sum to be determined by the Court with the Clerk of the Court, to be disbursed upon claim being presented to the Court by the Special Master and his or her designees.

XV. CONTRACTING REQUIREMENTS

A. Compliance by Private Providers

The Division shall require, as a condition to funding, that all providers of placements for children in the Department's custody agree to abide by the terms of this Agreement concerning applicable standards (including current standards of the Child Welfare League of America, where appropriate), seclusion and segregation, restraints, corporal punishment, programs and services and any other applicable area regulated by this Agreement.

B. Access to Private Provider Programs by Special Master

The Division shall require, as a condition of funding, that all private providers of placements for children in the Department's custody permit the Special Master and his or her designees to conduct on-site visits at residential facilities operated by such private providers. The Division shall also contractually require that such private providers allow the Special Master and his or her designees full access to all buildings, programs, files, records and data pertaining to children in the Department's custody.

C. Corporal Punishment Prohibited

The Department shall enter no contract for educational services unless corporal punishment is prohibited by the terms of the contract.

## XVI. TIMETABLES

The parties shall agree to reasonable timetables for the implementation of this Stipulated Agreement.

## XVII. LIBERAL CONSTRUCTION

The parties agree that the terms and provisions of this Stipulated Agreement and Order should be liberally construed to promote the goals of removing non-dangerous and non-offender children from institutional care, and providing appropriate, individualized treatment and services in the least restrictive setting and manner for all children. The parties further agree to conduct good faith negotiations concerning any dispute arising under this Stipulated Agreement prior to the initiation of enforcement or compliance proceedings in the United States District Court. Any conflict between the terms of this Agreement regarding continued child care operations at Helena and future legislative enactments may be submitted to the United States District Court for resolution.