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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF WYOMING

| | | |
|-----------------------|---|----------------------|
| CHRIS S., et al., |) | |
| |) | |
| Plaintiffs, |) | |
| |) | |
| vs. |) | Case No. 94-CV-311-J |
| |) | |
| JIM GERINGER, et al., |) | |
| |) | |
| Defendants. |) | |

STIPULATED SETTLEMENT AGREEMENT

This Stipulated Settlement Agreement is entered into on the date last indicated below, by, between and among the individual Plaintiffs and State of Wyoming Defendants and Protection & Advocacy System, Inc.

RECITALS

WHEREAS, on December 29, 1994, an action entitled *Chris S., et. al. v. Jim Geringer, et al.*, United States District Court, District of Wyoming, Case No. 94 CV 311-J (hereinafter "Lawsuit") was commenced against the Defendants in which declaratory and

injunctive relief was sought on behalf of persons with mental illness. In general terms, the Lawsuit contained allegations by Plaintiffs regarding the inadequacy and unavailability of appropriate facilities and services for persons within the state of Wyoming with mental illness.

WHEREAS, by stipulation dated August 31, 1995, the Lawsuit litigants, together with Protection & Advocacy System, Inc., and the Wyoming Alliance for the Mentally Ill (WYAMI) agreed to the creation of The Partnership for Resolution of Mental Health Issues In Wyoming (hereinafter “Partnership”). The Partnership was a judicially created body vested with the authority to resolve the contentions of the parties without formal judicial determination. The Partnership was successful in addressing and resolving numerous issues relating to mental health care services within the state of Wyoming, but several other issues remain either unaddressed or unresolved.

WHEREAS, the Partnership ceased to exist on December 31, 2000, raising the potential for the resumption of litigation. All parties hereto recognize, and seek to avoid, the costs and time associated with continued litigation of the Lawsuit. The parties desire to enter into this Stipulated Settlement Agreement (hereinafter “Agreement”) for the purposes of resolving the Lawsuit, addressing and resolving ongoing issues that were either directly or indirectly the subject of the Lawsuit and/or the Partnership, recognizing ongoing obligations of the Defendants with regard to services in support of individuals

within the state of Wyoming requiring mental health services, and establishing a frame work to assist in discussing and informally resolving those issues.

AGREEMENT

NOW THEREFORE, in furtherance of the recitals set forth above, the parties stipulate and agree as follows:

ARTICLE I: DISMISSAL OF LAWSUIT

1.01 Upon execution of this Agreement by all parties hereto, a stipulation shall be submitted to the United States District Court, District of Wyoming, seeking dismissal without prejudice of all claims asserted by the Plaintiffs against the Defendants. It is specifically understood and agreed by the Defendants that this Agreement, and any subsequent dismissal of the Lawsuit contemplated herein, extends only to the individual Plaintiffs and Protection & Advocacy System, Inc.

1.02 This settlement does not constitute an adjudication of any of the issues raised in the course of the Lawsuit or informally resolved in the course of any Partnership proceedings. This Agreement does not foreclose either party from seeking formal judicial redress of any issues left unresolved by either the Lawsuit, the Partnership, or violations of state or federal law.

1.03 It is specifically understood and agreed that the issues underlying the Lawsuit and this Agreement involve questions of federal law over which the federal courts have subject matter jurisdiction. In the event of any breach of this Agreement by any party

hereto, or the inability of the parties to informally resolve their disputes in accordance with this Agreement, litigation may be commenced in the United States District Court for the District of Wyoming.

1.04 The parties have agreed upon an informal dispute resolution process which they may pursue, by mutual agreement on a case by case basis. (See Article IX, infra.)

ARTICLE II: GENERAL PRINCIPALS AND COVENANTS

2.01 For purposes of this Agreement, whenever and wherever reference is made to the state of Wyoming, that term shall be construed and understood to mean the named Defendants and their successors in office.

2.02 Protection & Advocacy System, Inc. (hereinafter "P&A") is an independent non-profit corporation whose independence from state of Wyoming control, appointments and budget restrictions is critical to the monitoring and other safeguard provisions contemplated by its authorizing legislation. The state of Wyoming agrees that it shall take no retaliatory action against P&A.

2.03 Preceding and following initiation of the Lawsuit and organization of the Partnership, numerous advances were made to facilities and services available to persons with mental illness in the state of Wyoming. Some of those advances were identified in the First Plan of Resolution that delineated completed Action Plan items by the Partnership and which Plan of Resolution was filed with the United States District Court, District of Wyoming, which First Plan of Resolution is incorporated herein by this reference. Other

advancements occurred in the course of notices of dispute that occurred as a result of Partnership proceedings. Documents resolving any and all such notices of dispute are incorporated by this reference. The state of Wyoming covenants and agrees that all such advancements made in or to facilities and services available to Wyoming citizens with mental illness will continue and that there will be no regression from or obliteration of the advancements that have transpired in Wyoming's mental health care system since initiation of the Lawsuit and that further advancement will be fostered. Provisions of any written agreements or Plans of Resolution reached by the Partnership prior to execution of this Agreement shall remain valid and shall not be effected by the termination of the Partnership.

2.04 Among the goals and objectives of this Agreement are the development, support, and maintenance of community based mental health services aimed at providing the least restrictive treatment and most appropriate environment for and development of the individual; advancement of community based mental health services for all Wyoming citizens regardless of age; compliance by the state of Wyoming with the United States Supreme Court decision of *Olmstead, et al. v. L.C.*, 119 S.Ct. 2176 (1999), and any subsequent decisions of that Court that may either limit, expand or further delineate the duties and obligations owed by governmental agencies to individuals requiring mental health services; the creation, support and maintenance of a crisis network throughout the state of Wyoming; adherence to the standards of nationally recognized accreditation

organizations (e.g. CARF, JCAHO and other national accreditation bodies whose standards meet or exceed these) for community mental health centers; creation of methods and programs to eliminate the use of city, county or other jails as a depository for those with mental illness and in need of treatment or assistance who have not been charged with a criminal offense; increasing access to mental health services; work to obtain and maintain appropriate staffing at mental health facilities, including, but not limited to, the Wyoming State Hospital and, to the extent possible, community mental health centers; fostering active treatment of patients at the Wyoming State Hospital; and supporting legislative endeavors to revise Title 14 of the Wyoming statutes to protect the parent/child relationship, when appropriate.

ARTICLE III: COMMUNITY BASED MENTAL HEALTH SERVICES

3.01 The state of Wyoming shall take such actions which continue to develop, support and maintain community or regional based mental health services through provider contracts aimed at providing the least restrictive and most appropriate and responsive treatment, based upon clinical guidance and decision making, for development of the individual.

3.02 The state of Wyoming shall undertake a review of existing rules, policies, plans, and programs relating to standards for services by and monitoring of community based mental health services and prepare a report addressing, but not necessarily limited to, the following:

- a. Whether any of the existing rules, policies, plans, and programs or systems have the effect of restricting any of the goals sought to be achieved by this Agreement;
- b. Alternatives available for developing and supporting community based mental health services throughout the state of Wyoming;
- c. Alternatives available for providing the least restrictive treatment and most appropriate and responsive environment for and development of the individual;
- d. A review of programing for existing target groups and how that programing can be expanded upon to increase access to mental health services;
- e. Identifying means by which other non-target populations in need of mental health services can gain access to those services.

The review and report contemplated by this section of this Agreement shall be undertaken, with a targeted date for completion no later than April 1, 2002. The parties to this Agreement may seek extension of the time for completion, which shall be agreed to by the other parties for good cause shown.

3.03 In furtherance of the report contemplated in the preceding section of this Agreement, and while adhering to rules and policies in existence at the time of execution of this Agreement, the state of Wyoming shall:

- a. By March 31, 2002, review and propose additional rules, or otherwise develop a plan or program, in furtherance of the goals and objectives of this Agreement.
- b. By July 1, 2002, pursue the implementation of any new rules, plans and programs that are developed in the course of the process described in either the preceding section or this section of this Agreement.

The process of developing new or additional rules, policies, or new or additional plans or programs that conform with applicable standards for mental health care services will be an ongoing duty and obligation of the state of Wyoming; i.e., as those standards grow, develop and change in the future, the state of Wyoming shall keep abreast of and adhere to those standards that are evidence based, research validated, and accepted within the field of expertise.

3.04 To increase the availability of and access to community or regionally based mental health services, the rules and policies contemplated by this Agreement shall require a plan or program providing for a continuum of care which allows individuals receiving mental health services to access their choice of private or public providers, which providers shall not be limited to community mental health centers or to the persons or entities with whom a community mental health center may contract, as public and private resources allow in a manner consistent with *Olmstead*. The contemplated rules, policies, or the plan or program, shall attempt to expand the choice of service providers under the Medicaid program, pursuant to medical necessity and Medicaid rules. The state shall seek to include the use of psychologists as providers of Medicaid services. The State agrees to advise P&A of its efforts in this regard on a quarterly basis.

3.05 The state of Wyoming, Department of Health, shall:

a. By March 31, 2002, propose rules, or otherwise develop a policy, plan or program, with a goal of providing community based mental health services to children and adolescents in the state of Wyoming.

b. By July 1, 2002, pursue the implementation of any new rules, policy, plans or programs that are developed in the course of the process described in this section of this Agreement.

Any such rules, policy, plan or program contemplated by this section of this Agreement shall include, but not necessarily be limited to, standards and guidelines for providing treatment to children and adolescents which promote the provision of services within the state of Wyoming.

3.06 Community or regionally based mental health services shall be developed by July 1, 2003, to avoid the unnecessary use of jails as a depository for individuals solely in need of mental health treatment or assistance, who have not been charged with a criminal offense.

3.07 Appropriate and sufficient staffing at the Wyoming State Hospital and all community mental health centers needs to be achieved and maintained. Community mental health centers failing to meet the needs of mental health patients in accordance with C.A.R.F. standards (or other nationally recognized accreditation organizations) due to understaffing will not have their contracts with the state of Wyoming renewed. For purposes of determining whether staffing is appropriate, all levels of treatment and services are to be considered, including, but not limited to, counselors, nurses, social workers, and psychologists or psychiatrists.

3.08 All rules contemplated by this Article of this Agreement shall be available for review and comment under the provisions of the Administrative Procedure Act, WYO.STAT.

§ 16-3-101 et seq. Wyoming. In accordance with WYO.STAT. § 16-3-106 P&A may, but need not, petition state agencies requesting the promulgation, amendment, or repeal of rules and may accompany its petition with relevant data, views and arguments. The state agency shall respond as required by statute. (See Article X: Review Process, infra.)

3.09 P&A may submit plans or program concepts to the state of Wyoming, Mental Health Division, relating to the subject of mental health services, which will be duly considered by the Mental Health Division in like manner and in accordance with WYO.STAT. § 16-3-106. (See Article X: Review Process, infra.)

3.10 The state of Wyoming shall assist community mental health centers, with technical assistance in obtaining nationally recognized accreditation (e.g. CARF, JCAHO or other national accreditation bodies whose standards meet or exceed these) in the quickest manner possible. Following execution of this Agreement, the process for obtaining accreditation shall be immediately undertaken. Any community mental health center that has not received nationally recognized accreditation as referenced above by December 31, 2005, shall not thereafter be eligible to contract with the state of Wyoming in providing mental health services until such accreditation is received.

3.11 No Severely and Persistently Mentally Ill (SPMI) adults, Severely Emotionally Disturbed (SED) adolescents and Severely Mentally Ill (SMI) adults shall be denied community mental health services by the state of Wyoming or its contractors due to an inability to pay and consistent with *Olmstead*.

3.12 The state of Wyoming Department of Health shall pursue the continuation of Quality of Life dollars in amounts no less than those provided for in 1998 and 1999. It is understood and agreed that there will be ongoing efforts by the state of Wyoming to identify additional individuals needing mental health services who will qualify for Quality of Life dollars. As those additional individuals are identified and services are provided, the state of Wyoming will request that the number of Quality of Life dollars be increased in a prorata amount sufficient to account for the increased services and increased cost of services, as described in the contract agreement with the provider.

3.13 The state of Wyoming will immediately develop training or assist with training for community mental health center boards of directors. That training will be geared towards providing board members with a comprehensive understanding of board obligations, powers and duties. The training will be implemented and made mandatory for all boards of community mental health centers hereinafter contracting with the state of Wyoming.

3.14 The community based mental health services at issue shall be designed and implemented to insure that necessary supports and services are provided as individually required.

ARTICLE IV: CRISIS NETWORK

4.01 The State of Wyoming shall enhance the present crisis intervention network. A crisis intervention network is a complex system of responsiveness designed to provide

appropriate supports immediately. The responses may occur either on a local or regional basis.

4.02 The crisis intervention network shall include, but is not necessarily limited to, the following:

- a. Emergency crisis response at the community mental health level is provided through activities in which the community mental health center for that county engages on a 24 hours a day, 7 days a week, 365 days a year basis.
- b. The Wyoming State Hospital has a 1-800 number already established that will immediately be made available to respond to this need 24 hours a day, 7 days a week, 365 days a year with competent and properly trained staff.
- c. Crisis network coordination: There will be a coordinated, localized crisis response in which the mental health professionals will engage with all necessary parties in addressing the crisis. These parties shall include, but not necessarily be limited to, families, care givers, social, legal and medical agencies.
- d. Crisis network support: There will be established a support process to the crisis intervention network and this will be manifested through a set of activities that shall include, but not necessarily be limited to, the following-- transportation, housing, emergency respite, outreach activities, medication support, if necessary, and access to quality of life funding, as appropriate. As part of the support network, crisis management training shall be provided to law enforcement officers.
- e. Timelines: The Mental Health Division will request, in FY 2003-2004, an additional amount in the sum of \$200,000 in order to enhance the crisis intervention network.

ARTICLE V: CASE MANAGEMENT

5.01 A case management system is a service which is part of a comprehensive package of services provided to persons with a diagnosed mental health disorder. The purpose of a case management system is to foster a client's rehabilitation from a

diagnosed mental health disorder by organizing needed services and supports into an integrated system of care until the client, or the client's family, is able to assume this responsibility. Case management services are part of the client's treatment plan and are coordinated with treatment services. The State of Wyoming will continue to provide and enhance the case management system for Wyoming citizens receiving mental health services, through contracts with community providers.

As part of the case management system, data as to the services being provided to mental health recipients in the State of Wyoming will be collected.

The data will be available for use by all State and Private Agencies requesting the same, but the data shall be confidential relative to the identity of the mental health care recipient.

As a support to the case management system other activities as the Care Manager Program (5.02), the Ombudsman Services (Article VII), and a Crisis Intervention Network will be implemented (Article IV).

5.02 "Care Manager" program will be designed to provide assistance to consumers wherever assistance is needed, i.e., in their homes, communities, schools, and job placements, etc.

a. Time line: MHD submitted a federal grant application to support consumer enhancement through creation of a learning academy. Grant approval was denied by the federal agency. The MHD will reapply for the grant at the next opening opportunity. In the interim, MHD will commence a process for consumer engagement to outline the needs of a care manager program, which will be utilized to strengthen its grant proposal. Upon approval MHD, through appropriate training

utilizing federal block grant monies, will establish a program for care managers. This federal block grant is expected to continue into FY 2005-2006 and FY 2007-2008.

b. MHD will promote the concept of using care managers, as well as consumers, in treatment teams, with budgetary requests in 2005-2006. MHD will continue to advocate the concept of care managers in 2002 and 2003.

5.03 Case management activities shall include, but are not necessarily limited to, the following:

a. Linkage: Working with clients and/or service providers to secure access to needed services. Activities include communication with agencies to arrange for appointments or services following the initial referral process and preparing clients for these appointments. Contact with hospitalized clients, hospital/institution staff, and/or collaterals in order to facilitate the client's reintegration into the community.

b. Monitoring/Follow-up: Contacting the client or others to ensure that a client is following a prescribed service plan and monitoring the progress and impact of that plan.

c. Referral: Arranging initial appointments for clients with service providers or informing clients of services available, addresses and telephone numbers of agencies providing services.

d. Advocacy: Advocacy on behalf of a specific client for the purpose of accessing needed services. Activities may include making and receiving telephone calls, and the completion of forms, applications and reports which assist the client in accessing needed services.

e. Crisis Intervention: Crisis intervention and stabilization are provided in situations requiring immediate attention/resolution for a specific client. The case manager may provide the initial intervention in a crisis situation and would assist the client in gaining access to other needed crisis services. This will be further articulated in Article IV, Crisis Intervention Network.

ARTICLE VI: STAFFING ISSUES AT WYOMING STATE HOSPITAL

6.01 The Wyoming State Hospital will adhere to C.A.R.F. (or other nationally recognized accreditation organizations, as appropriate, in accordance with WSH management decisions) for the appropriate training of staff, and for staffing in numbers commensurate with the standards of care established.

a. Time line: WSH will make appropriate requests to the Governor and Legislature to maintain the necessary staffing patterns at the WSH in each of its biennium budget requests.

b. Active Treatment - Programming - Therapy: WSH will provide active treatment programming in all of its units according to the need of individuals and established standards. This will be ongoing at WSH.

6.02 The Wyoming State Hospital shall either employ and/or contract with, and train and maintain, sufficient direct care staff to ensure that treatment needs and care of patients are met. The Wyoming State Hospital shall either employ and/or contract with, and train and maintain, sufficient clinical staff, which includes, but is not necessarily limited to, physicians, psychiatrists, psychologists, dentists, nurses, pharmacists, teachers, physical therapists, social workers, speech and hearing therapists, occupational therapists, and recreation therapists, to ensure that treatment needs and care of patients are met.

6.03 There shall be ongoing training programs for all staff members.

ARTICLE VII: OMBUDSMAN

7.01 The parties agree that an Ombudsman Program is important to achieving the goals of this Agreement and meeting the needs of Wyoming citizens in need of mental health services. The mission of the Ombudsman Program contemplated by this Agreement

will be to improve the quality of life for persons in need of mental health services throughout Wyoming. In furtherance of that mission, some of the goals of the Ombudsman Program to be established in furtherance of this Agreement will be to advise and advocate for the rights of individuals by investigating and resolving problems and grievances, providing information, and working with institutions, organizations and agencies to increase their responsiveness to the people they serve. The Ombudsman Program contemplated by this Agreement shall in no way limit, restrict, impede or otherwise alter any rights, powers or authority vested in P&A whether under any federal law, state law or otherwise.

7.02 The Mental Health Division agrees to fund, in FY 2003-2004, an Ombudsman Program for mental health. The initial funding will be for \$125,000, to be adjusted in future years as needs and finances indicate. All funding will be for staffing and equipping the ombudsman position and office.

7.03 Pending legislative funding for the Ombudsman Program, efforts will be undertaken by the state of Wyoming to locate a person, program or organization adequately credentialed and qualified to fill the ombudsman position. At a minimum, the credentials and qualifications required for filling the ombudsman position shall include someone with prior administrative or management experience who is a licensed or certified medical or mental health care professional or a licensed attorney with experience in mental health issues. The position shall be filled upon the appropriation of funding for the Ombudsman Program.

7.04 The responsibilities and duties of the ombudsman under the Ombudsman

Program will be to:

- a. Assist the Division in developing and establishing policies and procedures for the Ombudsman Program at the state level; adopt goals and objectives and a five year plan for the Ombudsman Program; assist the Division with the preparation of budgets on an annual or biennial basis;
- b. Establish a Consumer Complaint Documentation System to track actions taken to resolve individual complaints, and to study the nature and scope of consumer complaints over time, by region or other relevant criteria;
- c. Investigate and resolve complaints received through the Ombudsman office concerning consumers and consumers' families accessing services, including individual complaints concerning the implementation of the terms of this Agreement;
- d. Identify and disseminate information on specific issues of concern to persons in need of services; operate a referral service for consumers and families of consumers to identify and connect consumers with appropriate service providers, public and private;
- e. Assist and support local advocacy groups, state agencies and other organizations concerned with ensuring the rights of persons in need of mental health services in Wyoming; coordinate or participate in training and workshops;
- f. Study the terms of this Agreement, the rules, policies and plans of the Division and assist in their implementation to assure the rights of persons in need of mental health services in Wyoming;
- g. Provide quarterly activity reports to the Division Administrator, the Department of Health Director, P&A, or others as requested by the Division;
- h. Engage in such education, monitoring, coordination and support activities in furtherance of the case management system identified in Article V hereof; and
- i. Provide written review and comment to policies, plans, rules or programs as contemplated in Article X, Section 10.03.

7.05 The Ombudsman Program may be established as a program within the Division or the Division may offer a request for proposals to contract with any qualified person, group or organization interested in providing Ombudsman services. The ombudsman and the Ombudsman Program shall, however, function with independence in the furtherance of the mission and goals outlined in this Article and shall not be subjected to undue influence by any party to this Agreement in the completion of his or her duties.

ARTICLE VIII: PERIODIC MEETINGS

8.01 The development and progress of mental health services in the state of Wyoming is an ongoing process that merits and requires open communication between the state of Wyoming, P&A, and service providers. Developments and issues not specifically mentioned herein, but either directly or indirectly pertaining to the general goals and principles which are the subject matter of this Agreement are likely to arise. In an effort to keep abreast of such developments and issues, maintain a line of communication between the parties, and to monitor adherence to this Agreement, the parties agree that there should be periodic and routine meetings between the parties.

8.02 During the term of this Agreement representatives from the state of Wyoming, representatives from P&A, and the Ombudsman shall meet approximately quarterly. As used herein, the term “representatives” shall be liberally construed to mean any employee or agent, including attorneys, of the parties. Those meetings shall occur at such time and place as mutually agreed to by the parties with at least ten (10) calendar days notice,

provided by the Office of the Attorney General. In addition to quarterly meetings, any party to this Agreement or the Ombudsman may request a special meeting to address any issues or concerns arising under this Agreement or mental health issues or developments in general, by request to the Office of the Attorney General, counsel for the Mental Health Division. Persons or entities other than representatives of the state of Wyoming and P&A may be invited to attend any such meetings, but only upon prior notice to the parties hereto. Notice shall be mailed to the Office of the Attorney General, counsel for the Mental Health Division, and to Protection & Advocacy System, Inc.

ARTICLE IX: DISPUTE RESOLUTION

9.01 In the event of any dispute arising under this Agreement, whether directly or indirectly related to the goals and objectives outlined herein, any party hereto may request a special meeting, as delineated in Article VIII, for discussion and potential resolution.

9.02 If the party requesting a special meeting is not satisfied with the proposed resolution, upon mutual agreement of the parties a neutral third party mediator may be engaged in an effort to resolve the dispute. If the parties mutually agree to mediation, the parties shall select an appropriate person or panel of mediators. The parties shall use their best efforts to comply with the procedures and time lines established by the mediator for resolution of the dispute. Each party shall bear their own costs of the mediation, except that the agency shall pay the costs and expenses of the mediator.

9.03 In the event that any party is not satisfied with the result achieved by any meeting or mediation, the Court may be petitioned for enforcement of issues arising under this Settlement Agreement. No party shall be required to seek a meeting or mediation before pursuing any available court remedy. Costs and attorney fees shall be determined according to law and as allowed by the Court.

ARTICLE X: REVIEW PROCESS

10.01 Any proposed rule may be reviewed in accordance with the Wyoming Administrative Procedure Act.

10.02 The State shall provide notice of any proposed written policies, plans, rules or program contemplated by this Agreement to P&A. The proposed policies, plan, rules or programs may be considered at the periodic meetings held under Article VIII.

10.03. Written review and comment may, but need not be, provided by the Ombudsman, the parties to this Agreement, or their representatives (as such term is defined in Article VIII, Section 8.02) or other attendees at the periodic meeting within thirty (30) days after the close of the meeting or as otherwise agreed by the parties.

ARTICLE XI: MISCELLANEOUS

11.01 All attorney fees up to 12/31/00 have been paid by the state. All reasonable and necessary attorney's fees incurred by P&A and/or the individual Plaintiffs in the Lawsuit, on or after January 1, 2001 to the date of execution hereof which have not been

paid for by the state of Wyoming, shall be paid by the state of Wyoming upon submission of a fee statement.

Attorney's fees shall be billed at a rate not to exceed \$100 per hour of service.

11.03 The fees and expenses of any employees, contractors, advisors, reporters, consultants, professionals, and other individuals deemed necessary by the state of Wyoming to complete the terms and provisions of this Agreement, shall be borne entirely by the state of Wyoming.

11.04 Following the final execution of this Stipulation the parties agree to conduct a joint press conference for the purpose of publicly announcing the Agreement. Only the parties to the Agreement, or their representatives (as that term is defined in Article VIII, Section 8.02 hereof) will be allowed to address the media.

11.05 Whenever in this Agreement reference is made to providing notice, that shall be understood to mean notice provided in writing and either hand delivered to the receiving party or deposited in the United States mail, postage prepaid, to the last known address of the receiving party.

11.06 This Agreement is severable, in that if any provision is determined, for whatever reason, to be void or unenforceable, the remainder of the Agreement is to remain enforceable by the parties.

11.07 The terms, conditions, and/or content of this Agreement may only be altered or modified upon approval by all of the parties hereto in writing.

11.08 This Agreement shall terminate automatically upon the completion by the state of the last action expressly required by this Agreement.

Dated this _____ day of _____, 2002.

INDIVIDUAL PLAINTIFFS,

DEFENDANTS,

By: _____
Curtis B. Buchhammer, Attorney for the
individual Plaintiffs

By: _____
Jim Geringer, Governor

PROTECTION & ADVOCACY SYSTEM, INC.,
By:

By: _____
Hoke MacMillan, Attorney General

Tori Rosenthal, President

By:

Jeanne A. Thobro, Executive Director