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# LAKE COUNTY JAIL
# SETTLEMENT AGREEMENT

## I. INTRODUCTION

1. On September 12, 2008, the Civil Rights Division of the United States Department of Justice ("United States") notified Lake County, Indiana, officials of their intention to investigate conditions of confinement at the Lake County Jail ("LCJ" or "the facility"), pursuant to the Civil Rights of Institutionalized Persons Act, 42 U.S.C. § 1997 ("CRIPA").

2. On December 15-18, 2008, the United States toured LCJ with consultants in the fields of correctional suicide prevention, mental health care, medical care, fire safety, and environmental health.

3. Throughout the course of the investigation, the Lake County Sheriff and other Lake County officials provided the United States with complete cooperation and access to LCJ and all documents.

4. On December 7, 2009, the United States issued a "Findings Letter" pursuant to 42 U.S.C. § 1997 that concluded that certain conditions at LCJ violate the constitutional rights of individuals LCJ confines.

5. The parties enter into this Settlement Agreement ("Agreement"), which will be filed in the United States District Court, Northern District of Indiana, Hammond Division to effectuate the Agreement, for the purpose of clearly articulating and further complying with Lake County's duties under state and federal law. The parties agree this Agreement neither constitutes an admission by Lake County of the truth of any of the findings contained in the DOJ's Findings Letter of December 7, 2009, and does not and shall not constitute any admission of fault or liability by Lake County, the Lake County Sheriff and/or any of their elected officials, agents, servants or employees.

6. This Agreement does not constitute an admission that any of the provisions herein have not been complied with prior to the execution of this Agreement and any and all such deficiencies, risks, or breach(es) intimated by the language of this Agreement, express or implied, are hereby specifically disclaimed by Lake County.

7. The parties to this Agreement are the United States, represented by the United States Department of Justice, and Lake County, Indiana, represented by the Lake County Sheriff in his official capacity, the Lake County Commissioners in their official capacities, the Lake County Council, in its official capacity and each of their of their respective agents, assigns, employees, designees and successors in office, in their official capacities. Lake County will use its best efforts to ensure that the Lake County Jail takes all actions necessary to comply with all provisions contained in this Agreement.

8. Lake County enters into this Agreement because it is firmly committed to continue to provide constitutionally and legally compliant conditions in the Jail, by effectuating its duties under the Constitution and other applicable laws.

9. This Agreement is not intended to have any preclusive effect except between the parties hereto and should the issue of the preclusive effect of this Agreement be raised in any

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proceeding, other than one to enforce this Agreement, the parties agree to certify that this Agreement was intended to have no such preclusive effect.

10. This Agreement will not and cannot be used against Lake County in any proceeding other than a proceeding between the United States and Lake County for enforcement of the terms and conditions contained in this Agreement.

11. No person or entity is intended to or shall be a third-party beneficiary of the terms, conditions or provisions of this Agreement for purposes of any civil, criminal, or administrative action. Accordingly, no person or entity may assert any claim or right as a beneficiary or protected person or class under this Agreement. This Agreement is not intended to impair or expand the right of any person, entity or organization to seek relief against Lake County or its elected officials, employees, or agents for their past or future conduct; accordingly, this Agreement does not alter any legal standards governing any such claims, including those under any Federal or Indiana law.

12. Lake County is responsible for providing or obtaining all support, including financial resources, necessary to fulfill its obligations under this Agreement. Since the DOJ conducted its inspection in December of 2008, Lake County has and continues to make progress in implementing the recommendation contained in the Findings Letter and shall, within ninety (90) days of the effective date of this Agreement, authorize a bond issue of up to $565,105 for the costs of facility repairs and other expenses necessary to carry out this Agreement. The funds from the bond issue will be used in part to (a) acquire a system for the electronic entry and storage of each inmate's medical and mental health records and (b) to update the shower facilities in the LC Jail to facilitate the ease of maintaining said facility in a clean and sanitary condition.

13. Nothing in this Agreement shall prevent the Sheriff or Lake County from modifying the LC Jail facilities or developing alternative placements programs for the detainees currently at the LC Jail and nothing in this Agreement shall be construed so as to prohibit the County from engaging a third party to perform any of the responsibilities of required by the County or the LCJ under this Agreement.

14. This Agreement resolves the CRIPA investigation conducted by the DOJ and addresses the corrective measures set forth by the DOJ in its December 7, 2009, Findings Letter to Lake County and, in conformity with CRIPA, this Agreement represents a voluntary effort by Lake County to address the alleged constitutional violations raised by the DOJ's investigation in its Findings Letter. See CRIPA, 42 U.S.C. §§ 1997b(a)(2)(B) & 1997g.

## II. DEFINITIONS

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1. "LCJ" or "the facility" mean the Lake County Jail, currently located on 2293 North Main Street in Crown Point, Indiana, as well as any facility that is built, leased, or otherwise used, to replace or supplement the LCJ.

2. "DOJ" means the United States Department of Justice, which represents the United States in this matter.

3. "Effective date" means the date the Agreement is signed by the parties.

4. "Include" or "including" means "include, but not be limited to" or "including, but not limited to."

5. "Inmate" or "inmates" shall be construed broadly to refer to one or more individuals detained at, or otherwise housed, held, in the custody of, or confined at the LCJ.

6. Consistent with, or in accordance with, the term "generally accepted correctional standards of care" means a decision by a qualified professional that is substantially aligned with contemporary, accepted professional judgment, practice, or standards as to demonstrate that the person responsible based the decision on such accepted professional judgment.

7. "Qualified Medical Professional" means a licensed physician, licensed physician assistant, or a licensed nurse practitioner, who is currently licensed by the State of Indiana to deliver those health care services he or she has undertaken to provide.

8. "Qualified Medical Staff" means Qualified Medical Professionals and Qualified Nursing Staff.

9. "Qualified Mental Health Professional" means an individual with a minimum of masters-level education and training in psychiatry, psychology, counseling, social work or psychiatric nursing, who is currently licensed by the State of Indiana to deliver those mental health services he or she has undertaken to provide.

10. "Qualified Mental Health Staff" means individuals with a minimum of a bachelor's degree and two years of experience providing mental health services.

11. "Qualified Nursing Staff" means registered nurses and licensed practical nurses currently licensed by the State of Indiana to deliver those health services they have undertaken to provide.

12. "Serious Suicide Attempt" means a suicide attempt that is considered to be either potentially life-threatening or that required medical treatment for serious harm.

13. "Suicide Precautions" means any level of watch, observation, or measures to prevent self-harm to inmates confined in the LCJ.

14. "Train," means to instruct in the skills addressed to a level that the trainee has the demonstrated proficiency to implement those skills as, and when called for, in the training. "Trained" means to have achieved such proficiency.

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15. "Correctional Officer" or "CO" shall mean merit correctional officers employed at the LCJ under the authority of the Sheriff and the Corrections Merit Board and shall not include civilian employees of the LCSD providing support services at or to the LCJ.

16. Throughout this Agreement, the following terms are used when discussing compliance: substantial compliance, partial compliance, and non-compliance:

    a. "Substantial Compliance" indicates that LCJ has achieved compliance with most or all components of the relevant provision of the Agreement.

    b. "Partial Compliance" indicates that compliance has been achieved on some of the components of the relevant provision of the Agreement, but significant work remains.

    c. "Non-Compliance" indicates that most or all of the components of the Agreement provision have not yet been met.

## III. SUBSTANTIVE PROVISIONS

Lake County officials and LCJ shall take any actions necessary to achieve substantial compliance with the substantive provisions of the Agreement listed below. Lake County officials and LCJ shall implement and administer all the substantive provisions below in accordance with generally accepted correctional standards of care.

### A. MEDICAL CARE.

1. LCJ shall provide adequate services to address the serious medical and mental health needs of all inmates.

2. LCJ shall develop and implement medical care policies, procedures, and practices to address and guide all medical care and services at LCJ, including, but not limited to the following:

    (1) access to medical care;
    (2) continuity of medication;
    (3) infection control;
    (4) medication administration;
    (5) intoxication and detoxification;
    (6) documentation and record-keeping;
    (7) disease prevention;
    (8) medical triage and physician review;
    (9) intake screening;
    (10) infection control;
    (11) comprehensive health assessments;
    (12) mental health;
    (13) women's health;
    (14) quality management; and
    (15) emergent response.

3. Intake Screening and Health Assessments.

a. LCJ shall develop and implement policies and procedures to ensure that adequate medical and mental health intake screenings and health assessments are provided to all inmates within 14 days.

b. LCJ shall ensure that, upon admission to LCJ, Qualified Medical Staff utilize an appropriate medical intake screening instrument to identify and record observable and non-observable medical needs, and seek the inmate's cooperation to provide information, regarding:

(1) medical, surgical, and mental health history, including current or recent medications;
(2) current injuries, illnesses, evidence of trauma, and vital signs, including recent alcohol and substance use;
(3) history of substance abuse and treatment;
(4) pregnancy;
(5) history and symptoms of communicable disease;
(6) suicide risk history; and
(7) history of mental illness and treatment, including medication and hospitalization. Inmates who screen positively for any of these items shall be referred for timely medical evaluation, as appropriate.

c. LCJ shall ensure that the comprehensive assessment performed for each inmate within 14 days of his or her arrival at LCJ shall include a complete medical history, physical examination, mental health history, and current mental status examination. The physical examination shall be conducted by Qualified Medical Staff. Records documenting the assessment and results shall become part of each inmate's medical record. A re-admitted inmate or an inmate transferred from another facility who has received a documented full health assessment within the previous three months and whose receiving screening shows no change in the inmate's health status need not receive a new full physical health assessment. For such inmates, Qualified Medical Staff shall review prior records and update tests and examinations as needed.

d. LCJ shall ensure that Qualified Medical Staff attempt to elicit the amount, frequency and time of the last dosage of medication from every inmate reporting that he or she is currently or recently on medication, including psychotropic medication.

e. LCJ shall implement a medication continuity system so that incoming inmates' medication for serious medical needs can be obtained in a timely manner, as medically appropriate when medically necessary. Within 24 hours of an inmate's arrival at LCJ, or sooner if medically necessary, Qualified Medical Staff shall decide whether to continue the same or comparable medication for serious medical needs. If the inmate's reported medication is discontinued or changed, a Qualified Medical Professional shall evaluate the inmate face-to-face as soon as medically appropriate and document the reason for the change.

f. LCJ shall ensure that incoming inmates who present with current risk of suicide or other acute mental health needs will be immediately referred for a mental health evaluation by a Qualified Mental Health Professional. Staff will constantly observe such inmates until they are seen by a Qualified Mental Health Professional. Incoming inmates reporting these conditions will be housed in safe conditions unless and until a Mental Health Professional clears them for housing in a medical unit, segregation, or with the general population.

g. LCJ shall ensure that all inmates at risk for, or demonstrating signs and symptoms of drug and alcohol withdrawal are timely identified. LCJ shall provide appropriate treatment, housing, and medical supervision for inmates suffering from drug and alcohol withdrawal.

h. LCJ shall incorporate the intake health screening information into the inmate's medical record in a timely manner.

i. LCJ shall ensure that correctional officers supervising newly arrived inmates physically observe the conduct and appearance of these inmates to determine whether they have a more immediate need for medical or mental health attention prior to or following the intake health screening by Qualified Medical Staff.

4. Acute care.

a. LCJ shall provide adequate and timely acute care for inmates with serious and life-threatening conditions, and ensure that such care adequately addresses the serious medical needs of inmates. Adequate care will include timely medical appointments and follow-up medical treatment.

5. Chronic care.

a. LCJ shall develop and implement a written chronic care disease management plan, which provides inmates with chronic diseases with timely and appropriate diagnosis, treatment, medication, monitoring, and continuity of care.

b. LCJ shall adopt and implement appropriate written clinical practice guidelines for chronic and communicable diseases, such as HIV, hypertension, diabetes, asthma, and elevated blood lipids, consistent with nationally accepted guidelines.

c. LCJ shall maintain an updated log to track all inmates with chronic illnesses to ensure that these inmates receive necessary diagnosis, monitoring, and treatment.

d. LCJ shall keep records of all care provided to inmates diagnosed with chronic illnesses in the inmates' individual medical records.

e. LCJ shall ensure that inmates with chronic conditions are routinely seen by a physician to evaluate the status of their health and the effectiveness of the medication administered for their chronic conditions.

f. LCJ shall ensure that inmates with disabilities or who need skilled nursing services or assistance with activities of daily living shall receive medically appropriate care.

6. Treatment and Management of Communicable Disease.

a. LCJ shall develop and implement adequate testing, monitoring, and treatment programs for management of communicable diseases, including tuberculosis ("TB"), skin infections, and sexually transmitted infections ("STIs").

b. LCJ shall develop and implement infection control policies and procedures that address contact, blood borne and airborne hazards, to prevent the spread of infections or communicable diseases, including TB, skin infections, and STIs. Such policies should provide guidelines for identification, treatment and containment to prevent transmission of infectious diseases to staff or inmates.

c. LCJ shall continue to test all inmates for TB upon booking at LCJ and follow up on test results as medically indicated, pursuant to Centers for Disease Control ("CDC") Guidelines. LCJ shall follow current CDC guidelines for management of inmates with TB infection, including providing prophylactic medication when medically appropriate. If directed by a physician, inmates who exhibit signs or symptoms consistent with TB shall be isolated from other inmates, evaluated for contagious TB, and hospitalized or housed in an appropriate, specialized respiratory isolation ("negative pressure") room on-site or off-site. LCJ shall provide for infection control and for the safe housing and transportation of such inmates.

d. LCJ shall ensure that any negative pressure and ventilation systems function properly. Following CDC guidelines, LCJ shall test daily for rooms in-use and monthly for rooms not currently in-use. LCJ shall document results of such testing.

e. LCJ shall develop and implement adequate guidelines to ensure that inmates receive appropriate wound care. Such guidelines will include precautions to limit the possible spread of Methicillin-resistant Staphylococcus aureus ("MRSA") and other communicable diseases.

f. LCJ shall adequately maintain statistical information regarding communicable disease screening programs and other relevant statistical data necessary to adequately identify, treat, and control infectious diseases.

7. Access to Health Care.

a. LCJ shall ensure inmates have timely and adequate access to appropriate health care.

b. LCJ shall ensure that the medical request ("sick call") process for inmates is adequate and provides inmates with adequate access to medical care. The sick call process shall include:

(1) written medical and mental health care slips available in English, Spanish, and other languages, as needed;
(2) a confidential collection method in which the request slips are collected by Qualified Medical Staff seven days per week;
(3) opportunity for illiterate inmates and inmates who have physical or cognitive disabilities to access medical and mental health care; and
(4) opportunity for all inmates, irrespective of primary language, to access medical and mental health care.

c. LCJ shall ensure that the sick call process includes logging, tracking, and timely responses by Qualified Medical Staff. The logging procedure shall include documentation of the date and summary of each request for care, the date the inmate was seen, the name of the person who saw him or her, the disposition of the medical or mental health visit (e.g., referral; whether inmate scheduled for acute care visit), and, if follow-up care is necessary, the date and time of the inmate's next appointment. LCJ shall document the reason for and disposition of the medical or mental health care request in the inmate's medical record.

d. LCJ shall develop and implement an effective system for screening medical requests within 24 hours of submission. LCJ shall ensure sick call requests are appropriately prioritized based upon the seriousness of the medical issue.

e. LCJ shall ensure that evaluation and treatment of inmates in response to a sick call request occurs in a clinical setting.

f. LCJ shall ensure that there is an adequate number of correctional officers to escort inmates to and from medical units to ensure that inmates requiring treatment have timely access to appropriate medical care.

g. LCJ shall ensure that Qualified Medical Staff make daily rounds in the isolation areas to give inmates in isolation adequate opportunities to contact and discuss medical and mental health concerns with Qualified Medical Staff in a setting that affords as much privacy as reasonable security precautions will allow. During rounds, Qualified Medical Staff will assess inmates for new clinical findings, such as deterioration of the inmate's condition.

h. LCJ shall revise its co-pay system in terms of amount and waivers and such policy will clearly articulate that medical care will be provided regardless of the inmate's ability to pay. No fee-for-service shall be required for certain conditions, including health screenings, emergency care, and/or the treatment and care of conditions affecting public health, e.g., Tuberculosis, MRSA, pregnancy, etc., particularly for indigent inmates who are not covered by a health insurance plan or policy.

8. Follow-Up Care.

a. LCJ shall provide adequate care and maintain appropriate records for inmates who return to LCJ following hospitalization.

b. LCJ shall ensure that inmates who receive specialty or hospital care are evaluated upon their return to LCJ and that, at a minimum, discharge instructions are obtained, appropriate Qualified Medical Staff reviews the information and documentation available from the visit, this review and the outside provider's documentation are recorded in the inmate's medical record, and appropriate follow-up is provided.

9. Emergency Care.

a. LCJ shall ensure that Qualified Medical and Mental Health Staff are trained to recognize and respond appropriately to medical and mental health emergencies. LCJ shall train correctional officers to recognize and respond appropriately to medical and mental health emergencies. LCJ shall ensure that all inmates with emergency medical or mental health needs receive timely and appropriate care, including prompt referrals and transports for outside care when medically necessary.

b. LCJ shall train all correctional officers to provide first responder assistance (including cardiopulmonary resuscitation ("CPR") and addressing serious bleeding) in emergency situations. LCJ shall provide all correctional officers with the necessary protective gear, including masks and gloves, to provide first line emergency response.

10. Record Keeping.

a. LCJ shall ensure that medical and mental health records are adequate to assist in providing and managing the medical and mental health needs of inmates at LCJ.

b. LCJ shall develop and implement policies, procedures, and practices to ensure timely responses to orders for medications and laboratory tests. Such policies, procedures, and practices shall be periodically evaluated to ensure timely implementation of clinician orders.

c. LCJ shall ensure that medical and mental health records are centralized, complete, accurate, readily accessible, and systematically organized. All clinical encounters and reviews of inmates should be documented in the inmates' records.

d. To ensure continuity of care, LCJ shall submit appropriate medical information to outside medical providers when inmates are sent out of LCJ for medical care. LCJ shall obtain records of care, reports, and diagnostic tests received during outside appointments in a timely fashion and include such records in the inmate's medical record or document the inmate's refusal to cooperate and release medical records.

e. LCJ shall maintain unified medical and mental health records, including documentation of all clinical information regarding evaluation and treatment.

11. Medication Administration.

a. LCJ shall ensure that inmates receive necessary medications in a timely manner.

b. LCJ shall develop policies and procedures to ensure the accurate administration of medication and maintenance of medication records. LCJ shall provide a systematic physician review of the use of medication to ensure that each inmate's prescribed regimen continues to be appropriate and effective for his or her condition.

c. LCJ shall ensure that medicine administration is hygienic, appropriate for the needs of inmates, and is recorded concurrently with distribution.

d. LCJ shall ensure that medication administration is performed by Qualified Nursing Staff who shall administer prescription medications on a directly-observed basis for each dose, (unless the physician's order notes that the inmate can self-administer the medication), shall not discontinue medications without a physician's order, and shall accurately document medication orders as being ordered via telephone. Qualified Nursing Staff shall practice within the scope of their licensures.

e. When LCJ has advance notice of the discharge of inmates with serious medical or mental health needs, LCJ shall provide such inmates with at least a seven-day supply of appropriate prescription medication, unless a different amount is deemed medically appropriate, to serve as a bridge until inmates can arrange for continuity of care in the community. LCJ shall supply sufficient medication for the period of transit for inmates who are being transferred to another correctional facility or other institution. LCJ shall prepare and send with transferring inmates a transfer summary detailing major health problems and listing current medications and dosages, as well as medication history while at LCJ. LCJ shall ensure that information about potential release or transfer of inmates is communicated to Qualified Medical and Mental Health Staff as soon as it is available.

f. LCJ shall create a formal mechanism, such as a Pharmacy and Therapeutics Committee, to assist in creating guidelines for the prescription of certain types of medications.

g. LCJ shall ensure that Qualified Medical Staff counsels all patients who refuse medication.

h. LCJ shall secure the medication room and discontinue allowing food to be stored in the medication refrigerator.

12. Medical Facilities.

a. LCJ shall ensure that sufficient clinical space is available to provide inmates with adequate medical care services including:

(1) intake screening;
(2) sick call;

(3) physical assessment; and
(4) acute, chronic, emergency, and speciality medical care (such as geriatric and pregnant inmates).

b. LCJ shall ensure that medical areas are adequately cleaned and maintained, including installation of adequate lighting in medical exam rooms. LCJ shall ensure that hand washing stations in medical areas are fully equipped, operational and accessible.

c. LCJ shall ensure that appropriate containers are readily available to secure and dispose of medical waste (including syringes and sharp medical tools) and hazardous waste.

d. LCJ shall provide for inmates' reasonable privacy in medical care, and maintain confidentiality of inmates' medical status, subject to legitimate security concerns and emergency situations.

13. Specialty Care.

a. LCJ shall ensure that inmates whose serious medical or mental health needs extend beyond the services available at LCJ shall receive timely referral for specialty care to appropriate medical or mental health care professionals qualified to meet their needs.

b. LCJ shall ensure that inmates who have been referred for outside specialty care by the medical staff or another specialty care provider are scheduled for timely outside care appointments and transported to their appointments. Inmates awaiting outside care shall be seen by Qualified Medical Staff as medically necessary, at intervals of no more than 30 days, to evaluate the current urgency of the problem and respond as medically appropriate.

c. LCJ shall maintain a current log of all inmates who have been referred for outside specialty care, including the date of the referral, the date the appointment was scheduled, the date the appointment occurred, the reason for any missed or delayed appointments, and information on follow-up care, including the dates of any future appointments.

d. LCJ shall ensure that pregnant inmates are provided adequate pre-natal care. LCJ shall develop and implement appropriate written policies and protocols for the treatment of pregnant inmates, including appropriate screening, treatment, and management of high risk pregnancies.

14. Staffing, Training and Supervision.

a. LCJ shall ensure that its health care structure is organized with clear lines of authority for its operations to ensure adequate supervision of the system's health care providers.

b. LCJ shall maintain sufficient staffing levels of Qualified Medical Staff and Qualified Mental Health Staff to provide care for inmates' serious medical and mental health needs.

c. LCJ shall ensure that all Qualified Medical Staff and Qualified Mental Health Staff are adequately trained to meet the serious medical and mental health needs of inmates. All such staff shall receive documented orientation and in-service training on relevant topics, including identification of inmates in need of immediate or chronic care, suicide prevention, and identification and care of inmates with mental illness. LCJ shall ensure that all other medical and mental health staff receive adequate training to properly implement the provisions of this Agreement.

d. LCJ shall ensure that Qualified Medical Staff receive adequate physician oversight and supervision.

e. LCJ shall ensure that all persons providing medical or mental health treatment meet applicable state licensure and/or certification requirements, and practice only within the scope of their training and licensure. Upon hiring and annually, LCJ shall verify that all medical or mental health staff have current, valid, and unrestricted professional licenses.

f. LCJ shall ensure that correctional officers are adequately trained in identification, timely referral, and proper supervision of inmates with serious medical needs. LCJ shall ensure that correctional officers are trained to understand and identify the signs and symptoms of drug and alcohol withdrawal and to recognize and respond to other medical urgencies.

g. LCJ shall ensure that correctional officers receive initial and periodic training on basic mental health information (e.g., recognizing mental illness, specific problematic behaviors, additional areas of concern); recognition of signs and symptoms evidencing a response to trauma; appropriately responding to mental illness; proper supervision of inmates suffering from mental illness; and the appropriate use of force for inmates who suffer from mental illness. Such training shall be conducted by a Qualified Mental Health Professional, registered psychiatric nurse, or other appropriately trained and qualified individual.

15. Dental Care.

a. LCJ shall ensure that inmates receive adequate dental care, and follow up. Such care should be provided in a timely manner. Dental care shall not be limited to extractions.

b. LCJ shall ensure that adequate dentist staffing and hours shall be provided to avoid unreasonable delays in dental care.

16. Mortality Reviews.

a. LCJ shall request an autopsy, and related medical data, for every inmate who dies while in the custody of LCJ or under medical supervision directly from the custody of LCJ.

b. LCJ shall conduct a mortality review for each inmate death while in custody and a morbidity review for all serious suicide attempts or other incidents in which an inmate was at high risk for death. Mortality and morbidity reviews shall involve physicians, nurses, and other relevant LCJ personnel and shall seek to determine whether there was a pattern of symptoms that might have resulted in earlier diagnosis and intervention. Mortality and morbidity reviews shall occur within 30 days of the incident or death, and shall be revisited when the final autopsy results are available. At a minimum, the mortality and morbidity reviews shall include:

(1) critical review and analysis of the circumstances surrounding the incident;
(2) critical review of the procedures relevant to the incident;
(3) synopsis of all relevant training received by involved staff;
(4) pertinent medical and mental health services/reports involving the victim;
(5) possible precipitating factors leading to the incident; and
(6) recommendations, if any, for changes in policy, training, physical plant, medical or mental health services, and operational procedures.

c. LCJ shall address any problems identified during mortality reviews through timely training, policy revision, and any other appropriate measures.

**B. MENTAL HEALTH CARE.**

1. LCJ shall provide adequate services to address the serious mental health needs of all inmates, consistent with generally accepted correctional standards of care, including sufficient staffing to meet the demands for timely access to an appropriate mental health professional, to ensure qualified mental health staff perform intake mental health screenings and evaluations, and to perform comprehensive assessments and comprehensive multidisciplinary treatment planning. See Section III. A.

2. Timely and Appropriate Evaluation of Inmates.

a. LCJ shall develop and implement policies and procedures to provide adequate screening to properly identify and assess inmates with mental illness, and evaluate inmates' mental health needs. See also Section III.A.2.

b. LCJ shall ensure that the intake health screening process referred to in Section III.A.2 includes a mental health screening, which shall be incorporated into the inmate's medical records. LCJ shall ensure timely access to a Qualified Mental Health Professional when presenting symptoms of mental illness require such care.

c. LCJ shall ensure that the mental health intake screening process includes inquiry regarding:

(1) past suicidal ideation and/or attempts;

(2) current ideation, threat, or plan;
(3) prior mental illness treatment or hospitalization;
(4) recent significant loss, such as the death of a family member or close friend;
(5) history of suicidal behavior by family members and close friends;
(6) suicide risk during any prior confinement;
(7) any observations of the transporting officer, court, transferring agency, or similar individuals regarding the inmate's potential suicide risk;
(8) medication history; and
(9) drug and alcohol withdrawal history.

3. Assessment and Treatment.

a. LCJ shall ensure that any inmate who screens positively for mental illness or suicidal ideation during the intake screening process, or who is otherwise referred for mental health services, receives a comprehensive mental status evaluation in a timely manner from a Qualified Mental Health Professional (immediate for emergent issues, within 24 hours of referral for an expedited comprehensive evaluation, or 72 hours of referral for a routine comprehensive evaluation). The comprehensive mental health evaluation shall include a recorded diagnosis section, including a standard five-Axis diagnosis from DSM-IV-TR, or subsequent Diagnostic and Statistical Manual of the American Psychiatric Association. If Qualified Mental Health Staff find a serious mental illness, they shall refer the inmate for appropriate treatment. LCJ shall review available information regarding any diagnosis made by the inmate's community or hospital treatment provider, and shall account for the inmate's psychiatric history as a part of the assessment. LCJ shall adequately document the comprehensive mental status evaluation in the inmate's medical record.

b. LCJ shall ensure adequate and timely treatment for inmates whose assessments reveal serious mental illness, including timely and appropriate referrals for specialty care and regularly scheduled visits with Qualified Mental Health Professionals.

c. LCJ shall ensure that treatment plans adequately address inmates' serious mental health needs and that the plans contain interventions specifically tailored to the inmates' diagnoses.

d. LCJ shall provide for an inmate's reasonable privacy in mental health care, and maintain confidentiality of inmates' mental health status, subject to legitimate security concerns and emergency situations.

e. LCJ shall provide adequate on-site psychiatric coverage for inmates' serious mental health needs and ensure that psychiatrists see such inmates in a timely manner.

f. LCJ shall ensure timely and appropriate therapy, counseling, and other mental health programs for all inmates with serious mental illness. This includes adequate space for treatment, adequate number of Qualified Mental Health Staff to provide treatment, and an adequate array of structured therapeutic programing.

g. LCJ shall ensure mentally ill inmates in segregation receive timely and appropriate treatment, including completion and documentation of regular rounds in the segregation units at least once per week by adequately trained Qualified Mental Health Professionals in order to assess the serious mental health needs of inmates in segregation. Inmates with serious mental illness who are placed in segregation shall be immediately and regularly evaluated by a Qualified Mental Health Professional to determine the inmate's mental health status, which shall include an assessment of the potential effect of segregation on the inmate's mental health. During these regular evaluations, LCJ shall evaluate whether continued segregation is appropriate for that inmate, considering the assessment of the Qualified Mental Health Professional, or whether the inmate would be appropriate for graduated alternatives.

h. LCJ shall maintain an updated log of inmates receiving mental health services, which shall include both those inmates who receive counseling and those who receive medication. The log shall include each inmate's name, diagnosis or complaint, and next scheduled appointment. Each clinician shall have ready access to a current log listing any prescribed medication and dosages for inmates on psychotropic medications. In addition, inmate's files shall contain current and accurate information regarding any medication changes ordered in at least the past year.

i. LCJ shall ensure that a Qualified Mental Health Professional conducts an in-person evaluation of an inmate prior to a medically-ordered seclusion or restraint, or as soon thereafter as possible. Patients placed in medically-ordered seclusion or restraints shall be evaluated on an on-going basis for physical and mental deterioration. Seclusion or restraint orders should include sufficient criteria for release.

j. LCJ shall ensure an adequate array of crisis services to appropriately manage the psychiatric emergencies that occur among inmates. Crisis services shall not be limited to administrative segregation or observation status. Inmates shall have access to appropriate licensed in-patient psychiatric care, when clinically appropriate.

4. Psychotherapeutic Medication Administration.

a. LCJ shall ensure that psychotherapeutic medication administration is provided when appropriate.

b. LCJ shall ensure that psychotropic medication orders are reviewed by a psychiatrist or physician on a regular, timely basis for appropriateness or adjustment. LCJ shall ensure that changes to inmates' psychotropic medications are clinically justified and documented.

c. LCJ shall ensure timely implementation of physician orders for medication and laboratory tests. LCJ shall ensure inmates who are being treated with psychotropic medications are seen regularly by a physician to monitor responses and potential reactions to those medications, including movement disorders, and provide treatment where appropriate.

## C. SUICIDE PREVENTION.

1. Suicide Prevention Policy.

a. LCJ shall develop policies and procedures to ensure the appropriate management of suicidal inmates, and establish a suicide prevention program in accordance with generally accepted correctional standards of care.

b. The suicide prevention policy shall include, at a minimum, the following provisions:

(1) an operational description of the requirements for both pre-service and annual in-service training;
(2) intake screening/assessment;
(3) communication;
(4) housing;
(5) observation;
(6) intervention; and
(7) mortality and morbidity review.

c. LCJ shall ensure suicide prevention policies include procedures to ensure the safe housing and supervision of inmates based on the acuity of their mental health needs.

d. LCJ shall ensure security staff posts in all housing units are equipped with readily available, safely secured, suicide cut-down tools.

e. LCJ shall ensure that cells for suicidal inmates shall be retrofitted to render them suicide-resistant (e.g., elimination of protrusive shower heads, exposed bars, unshielded lighting or electrical sockets).

f. LCJ shall document inmate suicide attempts at LCJ in an inmate's correctional record in the classification system, in order to ensure that intake staff will be aware of past suicide attempts if an inmate with a history of suicide attempts is readmitted to LCJ.

2. Suicide Precautions.

a. LCJ shall ensure that suicide prevention procedures include provisions for constant direct supervision of actively suicidal inmates and close supervision of special needs inmates with lower levels of risk (e.g., 15 minute checks). LCJ shall ensure that correctional officers document their checks.

b. LCJ shall ensure that when staff initially place an inmate on Suicide Precautions, the inmate shall be searched and monitored with constant direct supervision until a Qualified Mental Health Professional conducts a suicide risk assessment, determines the degree of risk, and writes appropriate orders. Until such an assessment, inmates shall be placed in gowns recommended and approved for use with suicidal patients.

c. LCJ shall ensure that, at the time of placement on Suicide Precautions, Qualified Medical or Mental Health Staff shall write orders setting forth the conditions of the watch, including but not limited to allowable clothing, property, and utensils. These

conditions shall be altered only on the written instruction of a Qualified Mental Health Professional, except under emergency circumstances.

d. LCJ shall ensure inmates on Suicide Precautions receive regular, adequate mental status examinations by Qualified Mental Health Staff. Qualified Mental Health Staff shall assess and interact with (not just observe) inmates on Suicide Precautions on a daily basis.

e. LCJ shall ensure that inmates will only be removed from Suicide Precautions after approval by a Qualified Mental Health Professional, in consultation with a psychiatrist, after a suicide risk assessment indicates it is safe to do so. A Qualified Mental Health Professional shall write appropriate discharge orders, including treatment recommendations and required mental health follow-up.

3. Suicide Risk Assessments.

a. LCJ shall ensure that any inmate showing signs and symptoms of suicide is assessed by a Qualified Mental Health Professional using an appropriate, formalized suicide risk assessment instrument within an appropriate time not to exceed 24 hours of the initiation of Suicide Precautions.

b. LCJ shall ensure that the risk assessment shall include the following and findings from the risk assessment shall be documented on both the assessment form and in the inmate's medical record:

(1) description of the antecedent events and precipitating factors;
(2) suicidal indicators;
(3) mental status examination;
(4) previous psychiatric and suicide risk history;
(5) level of lethality;
(6) current medication and diagnosis; and
(7) recommendations or treatment plan.

4. Suicide Prevention Training.

a. LCJ shall review and, to the extent necessary, revise LCJ's suicide prevention training curriculum to include the following topics:

(1) the suicide prevention policy as revised consistent with this Agreement;
(2) why facility environments may contribute to suicidal behavior;
(3) potential predisposing factors to suicide;
(4) high risk suicide periods;
(5) warning signs and symptoms of suicidal behavior;
(6) observation techniques;
(7) searches of inmates who are placed on Suicide Precautions;

(8) case studies of recent suicides and serious suicide attempts;
(9) mock demonstrations regarding the proper response to a suicide attempt; and
(10) the proper use of emergency equipment, including suicide cut-down tools.

b. Within 12 months of the effective date of this Agreement, all LCJ staff members who work with inmates shall be trained on LCJ's suicide prevention program. Staff shall demonstrate competency in the verbal and behavioral cues that indicate potential suicide, and how to respond appropriately. Initial and at least annual training shall be provided.

**D. FIRE SAFETY.**

1. Fire Safety.

a. LCJ shall develop and implement a comprehensive fire safety program and ensure compliance is appropriately documented. The initial fire safety plan shall be approved by the State Fire Marshal or the Crown Point Fire Chief or Inspector. The fire safety plan shall be reviewed thereafter by the Marshal, Fire Chief or Inspector at least every two years, or within six months of any revisions to the plan, whichever is sooner.

b. LCJ shall ensure that comprehensive fire drills are conducted every three months on each shift. LCJ shall document these drills, including start and stop times and the number and location of inmates who were moved as part of the drills.

c. LCJ shall ensure that LCJ has adequate fire and life safety equipment, including installation and maintenance of fire alarms and smoke detectors in all housing areas. Maintenance and storage areas shall be equipped with sprinklers or fire resistant enclosures.

d. LCJ shall ensure that all fire and life safety equipment is properly maintained and routinely inspected.

e. LCJ shall ensure that emergency keys are appropriately marked and identifiable by touch and consistently stored in a quickly accessible location, and that staff are adequately trained in use of the emergency keys.

f. LCJ shall ensure that staff are able to manually unlock all doors (without use of the manual override in the event of an emergency in which the manual override is broken), including in the event of a power outage or smoke buildup where visual examination of keys is generally impossible. LCJ shall conduct and document random audits to test staff proficiency in performing this task on all shifts, a minimum of three times per year. LCJ shall conduct regular security inspections and provide ongoing maintenance to security devices such as door locks, fire and smoke barrier doors, and manual unlocking mechanisms to ensure these devices function properly in the event of an emergency.

g. LCJ shall implement competency-based testing for staff regarding fire and emergency procedures.

h. LCJ shall ensure that fire safety officers are trained in fire safety and have knowledge in basic housekeeping, emergency preparedness, basic applicable codes, and use of fire extinguishers and other emergency equipment.

**E. SANITATION AND ENVIRONMENTAL CONDITIONS.**

1. Sanitation and Maintenance of Facilities.

a. LCJ shall revise and implement written housekeeping and sanitation plans to ensure the proper routine cleaning of housing, shower, and medical areas. Such policies should include oversight and supervision, including meaningful inspection processes and documentation, as well as establish routine cleaning requirements for toilets, showers, and housing units.

b. LCJ shall implement a preventive maintenance plan to respond to routine and emergency maintenance needs, including ensuring that shower, toilet, and sink units are adequately maintained and installed.

c. LCJ shall ensure adequate ventilation throughout LCJ to ensure that inmates receive an adequate supply of airflow and reasonable levels of heating and cooling. LCJ shall review and assess compliance with this requirement at least twice annually.

d. LCJ shall ensure adequate lighting in all inmate housing and work areas and cover all light switches with exposed wires.

e. LCJ shall ensure adequate pest control throughout the housing units, medical units, and food storage areas.

f. LCJ shall ensure that all inmates have access to needed hygiene supplies.

g. LCJ shall develop and implement policies and procedures for cleaning, handling, storing, and disposing of biohazardous materials. LCJ shall ensure that any inmate or staff utilized to clean a biohazardous area are properly trained in universal precautions, are outfitted with protective materials, and receive proper supervision when cleaning a biohazardous area.

h. LCJ shall provide and ensure the use of cleaning chemicals that sufficiently destroy the pathogens and organisms in biohazard spills.

i. LCJ shall inspect and replace as often as needed all frayed and cracked mattresses. LCJ shall destroy any mattress that cannot be sanitized sufficiently to kill any possible bacteria. LCJ shall ensure that mattresses are properly sanitized between uses.

j. LCJ shall ensure adequate numbers of staff to perform housekeeping duties.

2. Sanitary Laundry Procedures.

a. LCJ shall develop and implement policies and procedures for laundry procedures to protect inmates from risk of exposure to communicable disease.

b. LCJ shall ensure that inmates are provided adequate clean clothing, underclothing and bedding, consistent with generally accepted correctional standards (e.g., at least twice per week), and that the laundry exchange schedule provides consistent distribution and pickup service to all housing areas.

c. LCJ shall train staff and educate inmates regarding laundry sanitation policies.

d. LCJ shall ensure that laundry delivery procedures protect inmates from exposure to communicable diseases by preventing clean laundry from coming into contact with dirty laundry or contaminated surfaces.

e. LCJ shall require inmates to provide all clothing and linens for LCJ laundering and prohibit inmates from washing and drying laundry outside the formal procedures.

3. Food Service.

a. LCJ shall ensure that food service at LCJ is operated in a safe and hygienic manner and that foods are served and maintained at safe temperatures, and adequate meals are provided.

b. LCJ shall ensure that all food service staff, including inmate staff, must be trained in food service operations, safe food handling procedures, and appropriate sanitation.

c. LCJ shall ensure that kitchen(s) are staffed with a sufficient number of appropriately supervised and trained personnel.

d. LCJ shall ensure that dishes and utensils, food preparation and storage areas, and vehicles and containers used to transport food are appropriately cleaned and sanitized.

e. LCJ shall check and record, on a regular basis, the temperatures in the refrigerators, coolers, walk-in-refrigerators, the dishwasher water, and all other kitchen equipment with temperature monitors to ensure proper maintenance of food service equipment.

## F. QUALITY IMPROVEMENT AND QUALITY MANAGEMENT PROGRAM.

1. LCJ shall develop and implement written quality management policies and procedures to regularly assess, identify, and take all reasonable measures to assure compliance with each of the provisions of this Agreement, as applicable.

2. LCJ shall develop and implement policies to address and correct deficiencies that are uncovered during the course of quality management activities, including monitoring corrective actions over time to ensure sustained resolution.

3. LCJ shall institute a Quality Improvement Committee and ensure that such committee meets on a monthly basis and that this committee includes representatives from medical, mental health, and custody staff.

4. Quality management programs related to medical and mental health care will utilize performance measurements to assess quality of care and timely access to care with quantitative and qualitative data analysis and trending over time and specifically shall address:

   a. the effectiveness of the intake assessment, referral, and sick call process;
   b. the management and utilization of psychotropic medications;
   c. suicide prevention, including assessment of suicide risk, review and tracking of suicide attempts, monitoring of inmates on suicide observations or precautions;
   d. the appropriateness of physical plant facilities such as safe cells for management of at risk inmates, and follow-up and treatment for those who may have engaged in suicidal or self-harm activities;
   e. the appropriateness of treatment planning and treatment interventions for inmates in the mental health program;
   f. discharge planning for the effective management and continuity of care for inmates leaving the system; and
   g. the quality of medical records and other documentation.

**G. PROTECTION FROM HARM.**

1. Use of Force by Staff.

   a. LCJ shall develop and maintain comprehensive and contemporary policies and procedures surrounding the use of force and with particular emphasis regarding permissible and impermissible use of force.
   b. LCJ shall address the following impermissible uses of force in its use of force policy and in the pre-service and in-service training programs for correctional officers and supervisors:

      (1) use of force as an initial response to verbal insults or inmate threats;

      (2) use of force as a response to inmates' failure to follow instructions where there is no immediate threat to the safety of the institution, inmates, or staff, unless LCJ has attempted a hierarchy of nonphysical alternatives that are documented;

      (3) use of force as punishment or retaliation;

      (4) striking, hitting, or punching a restrained inmate;

(5) use of force against an inmate after the inmate has ceased to offer resistance and is under control;

(6) use of choke holds on an inmate; and

(7) use of unnecessary or excessive force.

c. LCJ shall develop and implement a policy to ensure that staff adequately and promptly report all uses of force.

d. LCJ shall ensure that use of force reports will:

(1) be written in specific terms in order to capture the details of the incident;

(2) contain an accurate account of the events leading to the use of force incident;

(3) include a description of the weapon or instrument(s) of restraint, if any, and the manner in which it was used;

(4) be accompanied with the inmate disciplinary report that prompted the use of force incident, if applicable;

(5) state the nature and extent of injuries sustained both by the inmate and staff member;

(6) contain the date and time medical attention was actually provided;

(7) describe, in factual terms, the type and amount of force used and precise actions taken in a particular incident and avoid use of "boiler plate" descriptions for describing force, such as, "inmate taken to the ground with the force that was necessary;" and

(8) note whether a use of force was videotaped. If the use of force is not videotaped, the reporting correctional officer and supervisor will provide an explanation as to why it was not videotaped.

e. LCJ shall require prompt administrative review of use of force reports. Such reviews shall include case-by-case review of individual incidents of use of force as well as more systemic review in order to identify patterns of incidents. LCJ shall incorporate such information into quality management practices and take necessary corrective action.

f. LCJ shall ensure that Qualified Medical Staff request that inmates sign a release of medical records for the limited purpose of administrative and investigative review of any incident involving an inmate injury. Qualified Medical Staff will document the request and the inmate's response. LCJ will ensure that inmates receive adequate medical care regardless of whether they consent to release their medical records.

g. LCJ shall ensure that management review of use of force reports and inmate grievances alleging excessive or inappropriate uses of force includes a timely review of medical documentation of inmate injuries as reported by Qualified Medical Staff, including documentation surrounding the initial medical encounter, an anatomical drawing that depicts the areas of sustained injury, and information regarding any further medical care.

h. LCJ shall establish criteria that trigger referral for use of force investigations, including but not limited to, injuries that are extensive or serious; injuries involving fractures or head trauma; injuries of a suspicious nature (including black eyes, broken teeth, injuries to the genitals, etc.); injuries that require treatment at outside hospitals; and reports of events by staff and inmates that are inconsistent.

i. LCJ shall develop and implement a system to track all incidents of use of force that, at a minimum, includes the following information:

(1) a tracking number;
(2) the inmate(s) name;
(3) housing assignment;
(4) date;
(5) type of incident;
(6) injuries (if applicable);
(7) if medical care is provided;
(8) primary and secondary staff involved;
(9) reviewing supervisor;
(10) external reviews and results (if applicable);
(11) remedy taken (if appropriate); and
(12) administrative sign-off.

j. LCJ shall ensure that as part of a use of force incident package, security supervisors shall ensure that photographs are taken of any and all reported injuries sustained by inmates and staff promptly following a use of force incident. The photographs will become evidence and be made part of the use of force package and if, applicable, used for investigatory purposes.

k. LCJ shall establish an "early warning system" that will document and track correctional officers who regularly employ force on inmates and any complaints related to the excessive use of force, in order to alert LCJ administration to any potential need for retraining, problematic policies, or supervision lapses. Appropriate LCJ leadership, supervisors, and investigative staff shall have access to this information and monitor the occurrences.

l. LCJ shall ensure that a supervisor is present during all planned uses of force.

m. Where there is evidence of staff misconduct related to inappropriate or unnecessary force against inmates, LCJ shall initiate appropriate personnel actions and systemic remedies, as appropriate. LCJ shall discipline appropriately any correctional officer found to have:

(1) engaged in use of unnecessary or excessive force;
(2) failed to report or report accurately the use of force;
(3) retaliated against an inmate or other staff member for reporting the use of excessive force; or
(4) interfered or failed to cooperate with an internal investigation regarding use of force.

n. LCJ shall develop and implement accountability policies and procedures for the effective and accurate maintenance, inventory and assignment of chemical and other security equipment.

o. Use of Force Training:

(1) LCJ shall develop an effective and comprehensive training program in the appropriate use of force.

(2) LCJ shall ensure that correctional officers receive adequate training in LCJ's use of force policies and procedures.

(3) LCJ shall ensure that correctional officers receive adequate training in use of force and defensive tactics.

(4) LCJ shall ensure that correctional officers receive pre-service and in-service training on reporting use of force and completing use of force reports.

p. LCJ shall ensure that inmates may report allegations of the use of excessive force orally to any LCJ staff member, who shall reduce such reports to writing.

q. LCJ shall ensure that Qualified Medical Staff question, outside the hearing of other inmates or correctional officers if appropriate, each inmate who reports for medical care with an injury, regarding the cause of the injury. If, in the course of the inmate's medical encounter, a health care provider suspects staff-on-inmate abuse, that health care provider shall immediately:

(1) take all appropriate steps to preserve evidence of the injury (e.g., photograph the injury and any other physical evidence);

(2) report the suspected abuse to the appropriate LCJ administrator;

(3) adequately document the matter in the inmate's medical record; and

(4) complete an incident report.

r. LCJ shall develop, assign, and train a team of specialized use of force investigators that will be charged with conducting investigations of use of force incidents. These use of force investigators shall receive at the outset of their assignment, specialized training in investigating use of force incidents and allegations.

s. LCJ shall ensure that incident reports, use of force reports and inmate grievances are screened for allegations of staff misconduct and, if the incident or allegation meets established criteria, that it is referred for investigation.

## IV. REPORTING REQUIREMENTS AND RIGHT OF ACCESS

1. LCJ shall submit a bi-annual compliance report to DOJ and the Liaison, the first of which shall be filed within 120 days of the date of this Agreement. Thereafter, the bi-annual reports shall be filed 30 days prior to the Liaison's bi-annual compliance tour until the Agreement is terminated.

2. Each compliance report shall describe the actions LCJ has taken during the reporting period to implement this Agreement and shall make specific reference to the Agreement provisions being implemented.

3. LCJ shall maintain sufficient records to document that the requirements of this Agreement are being properly implemented and shall make such records available to the DOJ at all reasonable times for inspection and copying. In addition, LCJ shall maintain and submit upon request records or other documents to verify that they have taken such actions as described in their compliance reports (e.g., census summaries, policies, procedures, protocols, training materials and incident reports) and will also provide all documents reasonably requested by DOJ.

4. DOJ and its attorneys, consultants, and agents shall have unrestricted access to LCJ, LCJ inmates, LCJ staff (including staff from any other outside medical or mental health services provider) and documents as is reasonably necessary to address issues affected by this Agreement.
5. Excluding on-site tours, within 30 days of receipt of written questions from DOJ concerning LCJ's compliance with the requirements of this Agreement, LCJ shall provide DOJ with written answers and any requested documents.

## V. CONSTRUCTION, IMPLEMENTATION AND TERMINATION

1. <u>DOJ Liaison</u>.

   a. LCJ shall implement all reforms necessary to effectuate this Agreement. The implementation of this Agreement will begin immediately upon the effective date.

   b. The DOJ shall appoint a Liaison to ensure implementation of and substantial compliance with the terms and conditions of this settlement Agreement by Lake County.

   c. The DOJ may hire or consult, at the DOJ's expense, with such additional qualified staff as necessary to fulfill the duties required by the Agreement ("Liaison Team"). The Liaison is ultimately responsible for the findings of the Liaison Team. The DOJ Liaison Team will be subject to all the same access rights and confidentiality limitations, listed below, as the Liaison.

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d. The Liaison shall have full and complete access to the LCJ, all facility records, inmate medical records, staff, and inmates. LCJ shall direct all employees to cooperate fully with the Liaison. The Liaison shall maintain all medical records and non-public information in a confidential manner.

e. The Liaison shall be permitted to initiate and receive ex parte communications with all parties and the Court.

f. The Liaison shall file with the Court and provide the parties with reports describing the steps taken by LCJ to implement this Agreement and evaluate the extent to which LCJ have complied with each substantive provision of the Agreement. The Liaison shall issue an initial report four months after the effective date of this Agreement, and then every six months thereafter, unless both parties otherwise agree in writing. The reports shall be provided to the parties in draft form for comment at least two weeks prior to their issuance. These reports shall be written with due regard for the privacy interests of individual inmates and staff and the interest of LCJ in protecting against disclosure of non-public information.

g. In each Liaison's report, the Liaison shall evaluate the status of compliance for each provision of the Agreement using the following standards: (1) Substantial Compliance; (2) Partial Compliance, and (3) Non-compliance. In order to assess compliance, the Liaison shall review a sufficient number of pertinent documents to accurately assess current conditions; interview all pertinent staff; and interview a sufficient number of inmates to accurately assess current conditions. The Liaison shall be responsible for independently verifying representations from LCJ regarding progress toward compliance, examining supporting documentation where applicable. Each Liaison's report shall describe the steps taken to analyze conditions and assess compliance, including documents reviewed and individuals interviewed, and the factual basis for each of the Liaison's findings.

h. The Liaison shall provide LCJ with technical assistance as requested by LCJ.

i. Throughout the duration of this Agreement, the DOJ and its expert consultants and agents shall maintain the confidentiality of all information provided pursuant to this Agreement consistent with federal law.

j. Except as required or authorized by the terms of this Agreement or the parties acting together, the Liaison shall not: make any public statements (at a conference or otherwise) or issue findings with regard to any act or omission of Defendants or their agents, representatives or employees, or disclose nonpublic information provided to the Liaison pursuant to this Agreement. Any press statement made by the Liaison regarding his or her employment must first be approved in writing by all parties. The Liaison shall not testify in any other litigation or proceeding with regard to any act or omission of Defendants, LCJ, or any of its agents, representatives, or employees related to this Agreement, nor testify regarding any matter or subject that he or she may have learned as a result of his or her performance under this Agreement. Reports issued by the Liaison shall not be admissible against Defendants in any

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proceeding other than a proceeding involving this case. Unless such conflict is waived by the parties, the Liaison shall not accept employment or provide consulting services that would present a conflict of interest with the Liaison's responsibilities under this Agreement, including being retained (on a paid or unpaid basis) by any current or future litigant or claimant, or such litigant's or claimant's attorney, in connection with a claim or suit against Defendants, their departments, officers, agents or employees. The Liaison is not a State/County or local agency or an agent thereof, and accordingly the records maintained by the Liaison shall not be deemed public records subject to public inspection. Neither the Liaison nor any person or entity hired or otherwise retained by the Liaison to assist in furthering any provision of this Agreement shall be liable for any claim, lawsuit, or demand arising out of the Liaison's performance pursuant to this Agreement. This provision does not apply to any proceeding before a court related to performance of contracts or subcontracts for monitoring this Agreement.

2. Professional Corrections Administrator ("PCA").

a. In accordance with the National Institute of Corrections' Technical Assistance Report 10J1047 dated March 1, 2010, Lake County shall, within 180 days of the effective date of this Agreement, initiate a search for and employ a Professional Corrections Administrator ("PCA") to serve as the warden of the LC Jail and oversee the day-to-day operations of the jail during the term of this Agreement.

b. The PCA shall be selected by the Sheriff of Lake County but said selection shall not be made by the Sheriff prior to January 5, 2011.

c. The PCA shall have a minimum of: (i) a Bachelor's degree in criminal justice or other closely related field; (ii) 5 years experience in supervising a large correctional facility or an equivalent combination of education and experience; and (iii) knowledge of and experience in applying modern correctional standards.

3. Termination - Compliance.

a. This Agreement shall terminate when LCJ has achieved substantial compliance with the substantive provisions of this Agreement and has maintained that substantial compliance for one (1) year. If LCJ demonstrates substantial compliance, the one year period for maintenance of substantial compliance may include periods of continued substantial compliance which commenced prior to the effective date of this Agreement.

b. Noncompliance with mere technicalities, or temporary failure to comply during a period of otherwise sustained compliance, shall not constitute failure by the LCJ to maintain substantial compliance. However, intermittent compliance during a period of sustained noncompliance shall not constitute substantial compliance. The DOJ, in its good faith discretion, will determine whether Lake County has maintained substantial compliance for the one year period and any finding of substantial compliance may not be unreasonably withheld.

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c. Subsections of this Agreement pertaining to specific subject matter areas, such as staffing and training, screening and treatment, access to care, chronic disease care, medication administration and management, emergency care, mental health care, and suicide prevention, may be terminated separately and independently from the provisions of the Agreement that have not yet reached substantial compliance, if Lake County reaches substantial compliance in these areas and maintains substantial compliance for one (1) year.

d. The burden shall be on Lake County to demonstrate it has achieved substantial compliance with a particular section of this Agreement, and the DOJ, in its good faith discretion, will determine whether Lake County has maintained substantial compliance in a specific subject matter area for the one (1) year period.

e. A finding of substantial compliance may not be unreasonably withheld by the DOJ. The DOJ may also release Lake County from the obligations of any specific provision of this Agreement if it concludes, in its good faith discretion, that Lake County has achieved a sufficient sustainable level of compliance with the provision.

f. If DOJ believes that Lake County has failed to substantially comply with any obligation under this Agreement, DOJ will, prior to seeking judicial action to enforce the terms of this Agreement, give written notice of the failure to Lake County. The Parties shall conduct good-faith discussions to resolve the dispute. If the Parties are unable to resolve the dispute within thirty (30) days of the DOJ's notice of failure, then:

(1) the parties may mutually agree to submit the issue(s) to mediation before an independent mediator selected by Agreement of the DOJ and the County; or

(2) Either party may move to invoke the jurisdiction of the U.S. District Court for the Northern District of Indiana, Hammond Division, to enforce or resolve the provisions of this settlement Agreement in dispute between the parties.

g. Failure by either party to enforce this entire Agreement or any provision thereof with respect to any deadline or any other provision herein shall not be construed as a waiver of its right to enforce other deadlines or provisions of this Agreement.

h. If any unforseen circumstance occurs that causes a failure to timely carry-out any requirements of this Agreement, LCJ shall notify DOJ in writing within 20 calendar days after LCJ becomes aware of the unforseen circumstance and its impact on the LCJ's ability to perform under the Agreement. The notice shall describe the cause of the failure to perform and the measures taken to prevent or minimize the failure. LCJ shall implement all reasonable measures to avoid or minimize any such failure.

i. The Agreement shall be applicable to, and binding upon, all parties, elected officials and their respective officers, agents, employees, assigns, and their successors in office.

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j. In the event that any provision of this Agreement is declared invalid for any reason by a court of competent jurisdiction, said finding shall not affect the remaining provisions of this Agreement.

## VI. STIPULATION PURSUANT TO THE PRISON LITIGATION REFORM ACT, 18 U.S.C. § 3626

1. The parties stipulate that this Agreement complies in all respects with the provisions of 18 U.S.C. § 3626(a). The parties further stipulate that the prospective relief in this Agreement is narrowly drawn, extends no further than necessary to correct the violations of federal rights regarding suicide prevention, medical and mental health care, environmental safety, and protection from harm/use of force, is the least intrusive means necessary to correct these violations, and will not have an adverse impact on public safety or the operation of a criminal justice system. Accordingly, the parties agree and represent that this Agreement complies in all respects with the provisions of 18 U.S.C. § 3626(a).

2. The issue of liability has not been litigated.

3. The parties do not intend for this Agreement to have any preclusive effect except between the parties. Should the issue of the preclusive effect of this Agreement be raised, the parties agree to certify that they intended for this Agreement to have no such preclusive effect.

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**FOR THE UNITED STATES:**

*s/ Thomas E. Perez*

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Civil Rights Division

*s/ Roy L. Austin, Jr.*

ROY L. AUSTIN, JR.
Deputy Assistant Attorney General
Civil Rights Division

*s/ Judy C. Preston*

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*s/ Gerald M. Bishop*

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*s/ John M. Kopack*

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**FOR THE COUNTY OF LAKE, INDIANA:**

*s/ John S. Dull*

_____
JOHN S. DULL, #4628-45
Attorney for the Lake County Commissioners
2293 N. Main Street

Visited 09/28/2016

**APPROVED and ADOPTED** this 18th day of August, 2010, by the **LAKE COUNTY COUNCIL.**

*S/ Thomas O'Donnell*

Thomas O'Donnell, President

*s/ Larry Blancard*

Larry Blanchard

*S/ Christine Cid*

Christine Cid

*s/ Ernie Dillon*

Ernie Dillon

*s/ Ted F. Bilski*

Ted F. Bilski

*s/ Elsie Franklin*

Elsie Franklin

*s/ Jerome Prince*

Jerome Prince

Attest: */s Peggy Katona*

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Peggy Katona, Auditor

**APPROVED and ADOPTED** this 18th day of August, 2010, by the
**LAKE COUNTY COMMISSIONERS**.

*s/ Gerry J. Scheub*

Frances DuPey, President

Gerry J. Scheub, 2nd District

s/ Roosevelt Allen, Jr.

Roosevelt Allen, Jr., 1st District

*s/ Peggy Katona*
Attest:
Peggy Katona, Auditor

**APPROVED and ADOPTED** this 18th day of August, 2010, by the **LAKE COUNTY SHERIFF**.

*s/ Rogelio Dominguez*

Rogelio "Roy" Dominguez
Lake County Sheriff