

TABLE OF CONTENTS

I.	PARTIES	- 1 -
II.	INTRODUCTION	- 1 -
III.	DEFINITIONS.....	- 2 -
IV.	SUBSTANTIVE PROVISIONS.....	- 5 -
A.	PROTECTION FROM HARM.....	- 5 -
1.	Use of Force Policies and Procedures	- 5 -
2.	Use of Force Training	- 6 -
3.	Use of Force Reporting	- 7 -
4.	Early Intervention System (“EIS”).....	

5.	Suicide Precautions	- 24 -
6.	Use of Restraints	- 25 -
7.	Detoxification and Training	- 26 -
8.	Medical and Mental Health Staffing	- 27 -
9.	Risk Management.....	- 27 -
C.	MEDICAL CARE	- 29 -
1.	Quality Management of Medication Administration	- 29 -
2.	Health Care Delivered.....	- 30 -
3.	Release and Transfer	- 31 -
D.	SANITATION AND ENVIRONMENTAL CONDITIONS.....	- 31 -
1.	Sanitation and Environmental Conditions.....	- 31 -
2.	Environmental Control.....	- 32 -
3.	Food Service.....	- 32 -
4.	Sanitation and Environmental Conditions Reporting.....	- 33 -
E.	FIRE AND LIFE SAFETY	- 33 -
1.	Fire and Life Safety.....	- 33 -
2.	Fire and Life Safety Reporting.....	- 34 -
F.	LANGUAGE ASSISTANCE	- 34 -
1.	Timely and Meaningful Access to Services	- 34 -
2.	Language Assistance Policies and Procedures.....	- 35 -
3.	Language Assistance Training	- 36 -
4.	Bilingual Staff	- 37 -
G.	YOUTHFUL PRISONERS.....	- 37 -
V.	FUNDING.....	- 37 -
VI.	THE NEW JAIL FACILITY	- 38 -

VII. COMPLIANCE AND QUALITY IMPROVEMENT.....- 38 -
VIII. REPORTING REQUIREMENTS AND RIGHT OF ACCESS- 39 -
IX.

I. PARTIES

This Consent Judgment (“Agreement”) is entered among and between the Plaintiff class; United States of America, acting through the United States Department of Justice; and the Orleans Parish Sheriff (in his official capacity).

II. INTRODUCTION

1. The purpose of this Agreement is to address the constitutional violations alleged in this matter, as well as the violations alleged in the findings letter issued by the United States on September 11, 2009. The Orleans Parish Prison (“OPP”) is an integral part of the public safety system in New Orleans. Through the provisions of this Agreement, the Parties seek to ensure that the conditions in OPP protect the constitutional rights of prisoners confined there. By ensuring that the conditions in OPP are constitutional, the Sheriff will also provide for the safety of staff and promote public safety in the community.
2. Plaintiffs are the settlement class (*Jones* and *JJ* Plaintiffs) and the United States. The Parties agree to a settlement class comprised of all individuals who are now or will be imprisoned in OPP.
3. Defendant is the Orleans Parish Sheriff (in his official capacity) and each of his successors in office (the “Defendant”). Defendant shall ensure that the Orleans Parish Sheriff’s Office (“OPSO”) will take all actions necessary to comply with the provisions of this Agreement.
4. As indicated in Section XII of this Agreement, the Parties consent to a finding that this Agreement complies in all respects with the provisions of the Prison Litigation Reform Act, 18 U.S.C. § 3626(a).
5. OPP is a parish-wide correctional facility in New Orleans, Louisiana. OPSO is responsible for providing care, custody, and control of prisoners. The Parties recognize that the conditions in OPP and the treatment of prisoners confined there have an impact on whether prisoners will be successfully re-integrated on release, whether released prisoners will re-offend, and on the public confidence in the criminal justice system.
6. OPSO has taken steps to address concerns at OPP. OPSO has in place certain policies,

III. DEFINITIONS

1. "OPSO" refers to the Orleans Parish Sheriff's Office, which is responsible for all corrections and security functions at the Facility.
2. "OPP" or "Facility" or "Jail" refers to the Orleans Parish Prison, and shall include the Temporary Detention Center ("TDC"), Templeman V, Conchetta, the FEMA Applied windowless canvas tents ("The Tents"), the original Orleans Parish Prison Jail, and the Broad Street work release facility, as well as any facility that is built, leased, or otherwise used to replace or supplement the current OPP or any part of OPP.
3. "DOJ" refers to the United States Department of Justice, which represents the United States in this matter.
4. "SPLC" refers to the Southern Poverty Law Center, which represents the Plaintiff in this matter.

13. "EIS" means the Early Intervention System, which is a system to collect and analyze data regarding uses of force and is used to identify the need for corrective action, including changes to training protocols and policy or retraining or disciplining individual officers or groups of officers.
14. "Emergency maintenance needs" means items that affect building security which may cause imminent danger to the life, safety, or health of prisoners.
15. "Good cause" means fair and honest reasons, regulated by good faith on the part of either party, that are not arbitrary, capricious, trivial, or pretextual.
16. "IA D" refers

26. "Qualified Medical Staff" refers to Qualified Medical Professionals and Qualified Nursing Staff.
27. "Qualified Mental Health Professional" refers to an individual with a minimum of master's level education and training in psychiatry, psychology, counseling, social work or psychiatric nursing, who is currently licensed by the State of Louisiana to deliver those mental health services he or she has undertaken to provide.
28. "Qualified Nursing Staff" means registered nurses and licensed practical nurses currently licensed by the State of Louisiana to deliver those health care services he or she has undertaken to provide.
29. "Reportable incidents" refers to any incident that involves a Level 1 or 2 rule violation, a prisoner death or serious injury, serious suicide attempt, sexual threats, a cell extraction, a use of force prestraint, a medical emergency, escapes and escape attempts, and fires.
30. "Serious injury" means any injury requiring hospitalization and/or follow-up medical care.
31. "Serious suicide attempt" means a suicide attempt that is considered to be either potentially life-threatening or that requires hospitalization. Even if caught in the early stages of the attempt, if the injury resulting from the attempted act could be life threatening, the suicide attempt is "serious" and is reportable under this Agreement.
32. "Special Management Units" mean those housing units in the Facility designated for prisoners in administrative or disciplinary segregation, in protective custody, on suicide precautions, with mental illness, or who are youth age 17 and below.
33. "Staff Members" includes all employees, including correctional officers, who have contact with prisoners.
34. "Suicide Attempt" means any serious effort to commit an act of self-harm that can result in death and involving definite risk.
35. "Suicide Precautions" means any level of watch, observation, or measures to prevent suicide or self-harm.
36. "Train" means to instruct in skills to a level that the trainee has the demonstrated proficiency by testing to implement those skills as and when called for. "Trained" means proficient in the skills.
37. "Threshold" or "threshold event" means requiring a certain level of intervention due to a serious event or a number of serious events. This term is further explained in Appendix A.

38. “Triggers” or “triggering event” means an event or events, like a suicide or serious suicide attempt that causes the Facility to ~~assess~~ ~~assess~~. This term is further explained in Appendix A.

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uses of force (i.e., the use of force leads to

- (5) use of force involving kicking, striking, hitting, or punching a non-combative prisoner.
 - c. OPSO shall randomly test five percent of the correctional officer staff on an annual basis to determine their knowledge of the use of force policies and procedures. The testing instrument and policies shall be approved by the Monitor. The results of these assessments shall be evaluated to determine the need for changes in training practices. The review and conclusions will be documented and provided to the Monitor.
3. Use of Force Reporting
- a. Failure to report a use

notified, the watch commander will respond to the scene of all Level 1 uses of force. When arriving on the scene, watch commanders shall:

- (1) ensure the safety of everyone involved in or proximate to the incident;
- (2) determine if any prisoner or correctional officer is injured and ensure that

- (1) the incident report associated with the use of force;
- (2) any medical documentation of injuries and any further medical care;
- (3) the prisoner disciplinary report associated with the use of force; and
- (4) the Warden or Assistant Warden shall complete a written report or written statement of specific findings and determinations of the appropriateness of force

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access to this information and shall review on a regular basis, but not less than quarterly, system reports to evaluate individual staff, supervisor, and housing area activity. OPSO will use the EIS as a tool for correcting inappropriate staff behavior before it escalates to more serious misconduct.

- b. Within 120 days of the Effective Date, OPSO senior management shall use EIS information to improve quality management practices, identify patterns and trends, and take necessary corrective action both on an individual and systemic level. IAD will manage and administer EIS systems. SOD will have access to the EIS. IAD will conduct quarterly audits of the EIS to ensure that analysis and intervention is taken according to the process described below. Command staff shall review the data collected by the EIS on at least a quarterly basis to identify potential patterns or trends resulting in harm to prisoners. The Use of Force Review Board will periodically review information collected regarding uses of force in order to identify the need for corrective action, including changes to training protocols and policy or retraining or disciplining individual staff or staff members. Through comparison of the operation of this system to changes in the conditions in OPP, OPSO will assess whether the mechanism is effective at addressing the requirements of this Agreement.
- c. OPSO shall provide, within 180 days of the implementation date of its EIS, to SPLC, DOJ and the Monitor a list of all staff members identified through the EIS and corrective action taken.
- d. The EIS protocol shall include the following components: data storage, data retrieval, reporting, data analysis, pattern identification, supervisory assessment, supervisory intervention, documentation, and audit.
- e. On an annual basis, OPSO shall review EIS to ensure that it has been effective in identifying concerns regarding policy, training, or the need for discipline. This assessment will be based in part on the number and severity of harm and injury identified through data collected pursuant to this Agreement. OPSO will document its review and conclusions and provide them to the Monitor, who shall forward this document to DOJ and SPLC.

5. Safety and Supervision

Recognizing that some danger is inherent in a jail setting, OPSO shall take all reasonable measures to ensure that prisoners are not subjected to harm or the risk of harm. At a minimum, OPSO shall do the following:

- a. Maintain security policies, procedures, and practices to provide a reasonably safe and secure environment for prisoners and staff in accordance with this Agreement

- b. Maintain policies, procedures, and practices to ensure the adequate supervision of prisoner work areas and trustees.
- c. Maintain policies and procedures regarding care for and housing of protective custody prisoners and prisoners requesting protection from harm.
- d. Continue to ensure that correctional officers conduct appropriate rounds at least once during every 30 minute period, at irregular times, inside each general population housing unit and at least once every 15 minute period of special management prisoners, or more often if necessary. All security rounds shall be documented on forms or logs that do not contain appointed rounding times.

Effective Date; and every six months thereafter until termination of this Agreement Each report will provide the following information:

- (1) a listing of special management prisoners, their housing assignments, the

of the Effective Date; and every six months thereafter until termination of this Agreement Each report will include the following information:

- i. a listing of each post and position needed;
- ii. the number of hours needed for each post and position;
- iii. a listing of staff hired and positions filled;
- iv. a listing of staff working overtime and the amount of overtime worked by each staff member;

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- f. Maintain a system to track all reportable incidents that, at a minimum, includes the following information:
- (1) tracking number;
 - (2) the prisoner(s) name;
 - (3) housing classification and location;
 - (4) date and time;
 - (5) type of incident;
 - (6) injuries to staff or prisoner;
 - (7) medical care;
 - (8) primary and secondary staff involved;
 - (9) reviewing supervisor;
 - (10) external reviews and results;
 - (11) corrective action taken; and
 - (12) administrative signature.
- e. Ensure that incident reports and prisoner grievances are screened for allegations

- h. Conduct internal reviews of the periodic report to determine whether the incident reporting system is ensuring that the constitutional rights of prisoners are respected. Review the quarterly report to determine whether the incident reporting system is meeting the requirements of this Agreement. OPSO shall make recommendations regarding the reporting system or other necessary changes in policy or staffing based on this review. The review and recommendations will be documented and provided to the Monitor.

8. Investigations

OPSO shall ensure that it has sufficient staff to identify, investigate and recommend correcting misconduct that has or may lead to a violation of the Constitution. At a minimum, OPSO shall:

- a. Maintain implementation of comprehensive policies, procedures, and practices for the timely and thorough investigation of alleged staff misconduct, sexual assaults, and physical assaults of prisoners resulting in serious injury, in accordance with this Agreement. Investigations shall

- (1) be conducted by persons who do not have conflicts of interest that bear on the partiality of the investigation;
- (2) include timely, thorough, and documented interviews of all relevant staff

- (1) a brief summary of all completed investigations, by type and date;
- (2) a listing of investigations referred for administrative investigation;
- (3) a listing of all investigations referred to an appropriate law enforcement

- c. Ensure that the classification staff has sufficient access to current information regarding cell availability in each division.
- d. Continue to update the classification system to include information on each prisoner's history at OPSO.
- e. Continue competency-based training and access to all supervisors on the full

1. Screening and Assessment

- a. Develop and maintain comprehensive policies and procedures for appropriate screening and assessment of prisoners with mental illness. These policies should include definitions of emergent, urgent, and routine mental health needs, as well as timeframes for the provision of services for each category of mental health needs.
- b. Develop and implement an appropriate screening instrument that identifies mental health needs, and ensures timely access to a mental health professional when presenting symptoms requiring such care. The screening instrument should include the factors described in Appendix B. The screening instrument will be validated by a qualified professional approved by the Monitor within 180 days of the Effective Date and every 12 months thereafter, if necessary
- c. Ensure that all prisoners are screened by Qualified Medical Staff upon arrival to OPP, but no later than within eight hours, to identify a prisoner's risk for suicide or selfinjurious behavior. No prisoner shall be held in isolation prior to an evaluation by medical staff.
- d. Implement a triage policy that utilizes the screening and assessment procedures to ensure that prisoners with emergent and urgent mental health needs are prioritized for services.
- e. Develop and implement protocols, commensurate with the level of risk of suicide or selfharm, to ensure that prisoners are protected from identified risks for suicide or selfinjurious behavior. The protocols shall also require that a Qualified Mental Health Professional perform a mental health assessment, based on format

(3) immediately, but no later than two hours, for prisoners with emergent

- e. Ensure that prisoners receive psychotropic medications in a timely manner and that prisoners have proper diagnoses and/or indications for each psychotropic medication they receive.
- f. Ensure that psychotropic medications are administered in a clinically appropriate manner as to prevent misuse, overdose, theft or violence related to the medication.
- g. Ensure that prescriptions for psychotropic medications are reviewed by a Qualified Mental Health Professional on a regular, timely basis and prisoners are properly monitored.
- h. Ensure that standards are established for the frequency of review and associated charting of psychotropic medication monitoring, including monitoring for metabolic effects of second generation psychotropic medications.

3. Counseling

- a. OPSO shall develop and implement policies and procedures for prisoner counseling in the areas of general mental health/therapy, ~~sexual~~ counseling, and alcohol and drug counseling. This should, at a minimum, include provision for individual services.
- b. Within 180 days of the Effective Date, report all prisoner counseling services quarterly to the Monitor, which should include:
 - (1) the number of prisoners who report having participated in general mental health/therapy counseling at OPP;
 - (2) the number of prisoners who report having participated in alcohol and drug counseling services at OPP;
 - (3) the number of prisoners who report having participated in ~~sexual~~ counseling at OPP, and
 - (4) the number of cases with appropriately licensed practitioner and related one-to-one counseling at OPP

4. Suicide Prevention Training Program

- a. OPSO shall ensure that all staff who supervise prisoners have the adequate knowledge, skill, and ability to address the needs of prisoners at risk for suicide. Within 180 days of the Effective Date OPSO shall review and revise its current suicide prevention training curriculum, to include, the following topics:

(1) suicide prevention policies and procedures (as revised consistent with this

5. SuicidePrecautions

- a. OPSO shall implement a policy to ensure that prisoners at risk of ~~self~~ harm are identified, protected, and treated in a manner consistent with the Constitution.
- b. Ensure that suicide prevention procedures include provisions for constant direct supervision of actively suicidal prisoners and close supervision of special needs prisoners with (a)4(f)3(s)-123(c)4(o)-l(nt)-2(v4()-10i)-l1(one)4(rs)-1(pe2(s)-1(one)4(rk

j. Provide the Moni he

- (3) A list of any prisoners whom were placed in restraints on three or more occasions in a thirty (30) day period or whom were kept in restraints for a period exceeding twentyfour (24) hours
- g. Assess the periodic report to determine whether restraints are being used appropriately on prisoners with mental illness. Based on this assessment, OPSO shall document recommended changes to policies and procedures and provide these to the Monitor.

7. Detoxification and Training

- a. OPSO shall ensure that all staff who supervise prisoners have the knowledge, skills, and abilities to identify and respond to detoxifying prisoners. Within 180 days of the Effective Date, OPSO shall institute an annual service detoxification training program for Qualified Medical and Mental Health Staff and for correctional staff. The detoxification training program shall include:
 - (1) annual staff training on alcohol and drug abuse withdrawal;
 - (2) training of Qualified Medical and Mental Health Staff on treatment of alcohol and drug abuse conducted by the Chief Medical Officer or his or her delegate;
 - (3) oversight of the training of correctional staff, including booking and housing unit officers, on the policies and procedures of the detoxification unit, by the Chief Medical Officer or his or her delegate;
 - (4) training on drug and alcohol withdrawal by Qualified Medical and Mental Health Staff;
 - (5) training of Qualified Medical and Mental Health Staff in providing prisoners with timely access to a Qualified Mental Health Professional, including psychiatrists, as clinically appropriate; and
 - (6) training of Qualified Medical and Mental Health Staff on the use and treatment of withdrawals, where medically appropriate.
- b. Provide medical screenings to determine the degree of risk for potentially-life threatening withdrawal from alcohol, benzodiazepines, and other substances accordance with Appendix B.
- c. Ensure that the nursing staff complete assessments of prisoners in detoxification on an individualized schedule, ordered by a Qualified Medical or Mental Health Professional, as clinically appropriate, to include observations 15 Td [iPthl fingn, a]TJ -29.57

identification of and response to detoxifying prisoners. OPSO will document this review and provide its conclusions to the Monitor.

8. Medical and Mental Health Staffing

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- (2) conduct interdisciplinary treatment rounds, on a weekly basis, during which targeted patients are reviewed based upon screening and assessment factors, as well as triggering events;
 - (3) provide individualized treatment plans based, in part, on screening and assessment factors, to all mental health patients seen by various providers.
- d. OPSO shall develop and implement a Mental Health Review Committee that will, on a monthly basis, review mental health statistics including, but not limited to, risk management triggers and trends both the individual and system levels. The Mental Health Review Committee shall:
- (1) include the Medical and Nursing Director, one or more members of the psychiatry staff and social services staff, the Health Services Administrator, the Warden of the facility housing the Acute Psychiatric Unit, and the Risk Manager.
 - (2) identify at-risk patients in need of mental health case management who may require intervention from and referral to the Interdisciplinary Team, the OPSO administration, or other providers.
 - (3) conduct departmentwide analyses and validation of both the mental health and self-harm screening and assessment processes and tools, review the quality of screenings and assessments, the timeliness and appropriateness of care provided, and make recommendations on changes and corrective actions;
 - (4) analyze individual and aggregate mental health data and identify trends and triggers that indicate risk of harm;
 - (5) review data on mental health appointments, including the number of appointments and wait times before care is received;
 - (6) review policies, training, and staffing and recommend changes, supplemental training, or corrective actions.
- e. OPSO shall develop and implement a Quality Improvement and Morbidity and Mortality Review Committee that will review, on at least a quarterly basis,

- (2) The Quality Improvement Committee shall:
- i. monitor all risk management activities of the facility through the review of risk data, identification of individual and systemic trends, and recommendation and monitored implementation of investigation or corrective action;
 - ii. generate reports of risk data analyzed and corrective actions taken
- (3) The Morbidity and Mortality Review Committee shall include one or more members of all operations, the medical department, the mental health department, related clinical disciplines, corrections, and the Warden. The Morbidity and Mortality Review Committee shall:
- i. Review suicides and serious suicide attempts in a morbidity and mortality capacity;
 - ii. outline the factors involved in each case, including the individual circumstances, identification of predisposing factors, documentation, medical and security procedures and training, and perform a psychological autopsy and morbidity report;
 - iii. recommend changes to medical and security policies and procedures;
 - iv. develop a written plan, with a timetable, for corrective actions; and
 - v. Ensure a final mortality review report is completed within 30 days of a suicide or suicide attempt
- f. OPSO shall review mortality and morbidity reports quarterly to determine

3. Release and Transfer

- a. OPSO shall notify Qualified Medical or Mental Health staff regarding the release

- c. Maintain adequate ventilation throughout OPSO facilities to ensure prisoners receive adequate air flow and reasonable levels of heating and cooling. Maintenance staff shall review and assess compliance with this requirement, as necessary, but no less than twice annually.
- d. Ensure adequate lighting in all prisoner housing units and prompt replacement and repair of malfunctioning lighting fixtures in living areas within five days unless the item must be specially ordered
- e. Ensure adequate pest control throughout the housing units, including routine pest control spraying on at least a quarterly basis and additional spraying as needed.
- f. Ensure that any prisoner or staff assigned to clean a biohazardous area is properly trained in universal precautions, outfitted with protective materials, and properly supervised.
- g. Ensure the use of cleaning chemicals that sufficiently destroy the pathogens and organisms in biohazard spills.
- h. Maintain an infection control plan that addresses contact, blood borne, and airborne hazards and infections. The plan shall include provisions for the identification, treatment, and control of Methicillin Resistant Staphylococcus Aureus ("MRSA") at the Facility.

2. Environmental Control

- a. OPSO shall ensure that broken or missing electrical panels are repaired within 30 days of identified deficiencies unless the item needs to be specially ordered
- b. Develop and implement a system for maintenance and timely repair of electrical panels, devices, and exposed electrical wires.

3. Food Service

- a. OPSO shall ensure that food service staff, including prisoner staff, continues to receive inservice annual training in the areas of food safety, safe food handling procedures, and proper hygiene to reduce the risk of food contamination and food-borne illnesses.
- b. Ensure that dishes and utensils, food preparation and storage areas, and vehicles and containers used to transport food are appropriately cleaned and sanitized on a daily basis.
- c. Check and record on a daily basis

4. Sanitation and Environmental Conditions Reporting

- a. Provide the Monitor a periodic report on sanitation and environmental conditions in the Facility. These periodic reports shall be provided to the Monitor within four months of the Effective Date; and every six months thereafter until termination of this Agreement. The report will include:
- (1) number and type of violations reported by health and sanitation inspectors;
 - (2) number and type of violations of state standards;
 - (3) number of prisoner grievances filed regarding the environmental conditions at the Facility;
 - (4) number of inoperative plumbing fixtures, light fixtures, HVAC systems, fire protection systems, and security systems that have not been repaired within 30 days of discovery;
 - (5) number of prisoner occupied areas with significant vandalism, broken furnishings, or excessive clutter;
 - (6) occurrences of insects and rodents in the housing units and dining halls and
 - (7) occurrences of poor air circulation in housing units.
- b. Review the periodic sanitation and environmental conditions reports to determine whether the prisoner grievances and violations reported by health, sanitation, or state inspectors are addressed, ensuring that the requirements of this Agreement are met. OPSO shall make recommendations regarding the sanitation and environmental conditions, or other necessary changes in policies based on this review. The review and recommendations will be documented and provided to the Monitor.

E. FIRE AND LIFE SAFETY

OPSO shall ensure that the Facility's emergency preparedness and fire and life safety equipment are consistent with constitutional standards. To protect prisoners from fires and related hazards, OPSO, at a minimum, shall:

1. Fire and Life Safety

- a. Ensure that necessary fire and life safety equipment is properly maintained and inspected at least quarterly. These inspections must be documented.

- b. Ensure that a qualified fire safety officer conducts a monthly inspection of facilities for compliance with fire and life safety standards (e.g., fire escapes, sprinkler heads, smoke detectors, etc.)
- c. Ensure that comprehensive fire drills are conducted every six months. OPSO shall document these drills, including start and stop times and the number and location of prisoners who were moved as part of the drills.
- d. Provide competency-based training to staff on proper fire and emergency

(1)

- (4) Create an automated tracking method, not reliant on human memory or paper documentation, to trigger notification to DHS and to ensure that the 48-hour time period is not exceeded.
- (5) Ensure that telephone services have recorded instructions in English and Spanish;
- (6) Ensure that signs providing instructions to OPP prisoners or their families are translated into Spanish and posted
- (7) Provide Spanish translations of vital documents that are subject to dissemination to OPP prisoners or their family members. Such vital documents include, but are not limited to:

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(3) OPP shall make its language assistance plan available to the public.

4. Bilingual Staff

- (1) OPP shall ensure that adequate bilingual staff are posted in housing units where DHS detainees and other LEP prisoners may be housed.
- (2) OPP shall ensure that an appropriate number of bilingual staff are available to translate or interpret for prisoners and other OPP staff. The appropriate number of bilingual staff will be determined based on a staffing assessment by OPP.

G. YOUTHFUL PRISONERS

Consistent with the Prison Rape Elimination Act of 2003, 42 U.S.C. § 15601, et seq., and its implementation of regulations, a youthful prisoner shall not be placed in a housing unit in which the youthful prisoner will have sight, sound, or physical contact with any adult prisoner through use of a shared dayroom or other common space, shower area, or sleeping quarters. In areas outside of housing units, OPSO shall either: maintain sight and sound separation between youthful prisoners and adult prisoners, or provide direct staff supervision when youthful prisoners and adult prisoners have sight, sound, or physical contact. OPP shall ensure that youthful prisoners in protective custody status shall have no contact with, or access to or from, non-protective custody prisoners. OPP shall develop policies for the provision of developmentally appropriate mental health and programming services.

V. FUNDING

A. The Court shall determine the funding needed to ensure constitutional conditions of confinement at OPP, in accordance with the terms of this Agreement, and the source(s) responsible for providing that funding. Defendant shall be responsible for implementation of this Agreement upon a definitive judgment with regard to f.33 -1.15 Td (6.-10(cs

with the terms of this Agreement on an ongoing basis. Within 90 days after identifying serious deficiencies, OPSO shall develop and implement policies and procedures to address problems that are uncovered during the confidentiality improvement activities. These policies and procedures shall include the development and implementation of corrective action plans, as necessary, within 30 days of each biannual review.

- I. The Parties agree that OPSO will hire and retain, or assign a current OPSO employee for the duration of this Agreement, to serve as ~~an~~ OPSO Compliance Coordinator. The Compliance Coordinator will serve as a liaison between the Parties and the Monitor and will assist with OPSO's compliance with this Agreement. At a minimum, the Compliance Coordinator will: coordinate OPSO's compliance and implementation activities; facilitate the provision of data, documents, materials, and access to OPSO's personnel to the Monitor, SPLC, DOJ, and the public; ~~and~~ ensure that all documents and records are maintained as provided in this Agreement; and assist in assigning compliance tasks to OPSO personnel, as directed by the Sheriff or his or her designee. The Compliance Coordinator will take primary responsibility for collecting information the Monitor requires to carry out the duties assigned to the Monitor.

- J. On a biannual basis, OPSO will provide the public with a self-assessment in which areas of significant improvement or areas still undergoing improvement are presented either through use of the OPSO website or through issuance of a public statement or report.

VIII. REPORTING REQUIREMENTS AND RIGHT OF ACCESS

- A. OPSO shall submit periodic compliance reports to the Monitor ~~on~~ Tw 30.nelperc -0.002Tc 0.JTJ 16

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shall direct all employees to cooperate fully with the Monitor. All information obtained by the Monitor shall be maintained in a confidential manner.

- E. Monitor Ex Parte Communications: The Monitor shall be permitted to initiate and receive ex parte communications with all Parties
- F. Monitor Distribution of OPSO Documents, Reports, and Assessments: Within seven days of receipt, the Monitor shall distribute all OPSO assessments and reports to SPLC and DOJ. The Monitor also shall provide any OPSO compliance documents within seven days to DOJ and SPLC upon request.
- G. Limitations on Public Disclosures by the Monitor: Except as required or authorized by the terms of this Agreement or the Parties acting together, the Monitor shall not make any public or press statements (at a conference or otherwise) or issue findings regarding any act or omission of Defendant or Defendant agents, representatives or employees, or disclose information provided to the Monitor pursuant to this Agreement. The Monitor shall not testify in any other litigation or proceeding with regard to any act or omission of Defendant or any of Defendant 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, nor serve as a testifying expert regarding any matter or subject that he or she may have learned as a result of his or her performance under this Agreement. Unless such conflict is waived by all Parties, the Monitor shall not accept employment or provide consulting services that would present a conflict of interest with the Monitor'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 Defendant, Defendant departments, officers, agents or employees. The Monitor is not a State/County or local agency or an agent thereof, and accordingly the records maintained by the Monitor shall not be deemed public records subject to public inspection. Neither the Monitor nor any person or entity hired or otherwise retained by the Monitor to assist in furthering any provision of this Agreement shall be liable for any claim, lawsuit or demand arising out of the Monitor'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.
- H. Monitor's Reports: The Monitor shall file with the Court and provide Parties with reports describing the steps taken by Defendant to implement this Agreement and evaluate the extent to which Defendant has complied with each substantive provision of the Agreement. The Monitor shall issue an initial report 120 days after the Effective Date, and then every 180 days thereafter. The reports shall be provided to the Parties draft form for comment at least 14 days prior to their issuance. The Monitor shall consider the Parties

- E. In case of an emergency posing an immediate threat to the health or safety of any prisoner or staff member at OPP, however, DOJ or SPLC may omit the notice and cure requirements herein and seek enforcement of the Agreement.

XI. CONSTRUCTION, IMPLEMENTATION, AND TERMINATION

- A. Defendant shall implement all reforms, as designated within the provisions of this Agreement that are necessary to effectuate this Agreement. The implementation of this Agreement will begin immediately upon the Effective Date.
- B. Except where otherwise agreed to under a specific provision of this Agreement, Defendant shall implement all provisions of this Agreement within 180 days of the Effective Date.
- C. This Agreement shall terminate when Defendant has achieved substantial compliance with each provision of the Agreement and have maintained Substantial Compliance with the Agreement for a period of two year
- D. If any unforeseen circumstance occurs that causes a failure to timely carry requirements of this Agreement, Defendant shall notify DOJ and SPLC in writing within seven days after Defendant becomes aware of the unforeseen circumstance and its impact on the Defendant'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. Defendant shall implement all reasonable measures to avoid or minimize any such failure.
- E. This Agreement shall constitute the entire integrated Agreement of the Parties or contemporaneous communications, oral or written, will be relevant or admissible for purposes of determining the meaning of any provisions herein, in this litigation or in any other proceeding.
- F. The Agreement shall be applicable to, and binding upon, all Parties officers, agents, employees, assigns, and their successors in office.
- G. Failure by any 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 the party's right to enforce other deadlines or provisions of this Agreement.
- H. If 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.

FOR THE REASONS SET FORTH

[REDACTED]

~~FOR THE DEFENDANT SHERIFF~~



MARLIN N. GOSMAN
Orleans Parish Sheriff



T. ALLEN USRY
JOHN F. WEEKS II
FREEMAN R. M. MATTHEWS
BLAKE J. ARCUPI
Usry, Weeks & Matthews, A P.C.
1615 Poydras Street, Suite 1250
New Orleans, LA 70112
(504) 592-4600

APPENDIX A
Criteria that Trigger Referral for Investigation

Trigger Events Occurring in OPP	Thresholds Reached at OPP
<ol style="list-style-type: none"> 1. Existence of resulting injuries that are extensive or serious 2. Existence of resulting injuries involving fractures or head trauma 3. Existence of resulting injuries that require treatment at outside hospitals 4. Reports of events by staff and inmates that are materially inconsistent 5. Failure to report or report accurately the use of force 6. Retaliation against an inmate or other staff member for reporting the use of excessive or inappropriate force 7. Interfered or failed to cooperate with an investigation regarding a use of force 8. Sexual conduct with inmate 	<ol style="list-style-type: none"> 1. Two or more use of force incidents or complaints in a 30 day period. 2. t. 306 27439.16 33

APPENDIX B
Screening and Assessment Factors, Triggers, and Thresholds

Screening Factors	Assessment Factors	Trigger Events Occurring in Orleans Parish Prison	Thresholds Reached in Orleans Parish Prison
<p>History, Ideation, and Observation</p> <p>Intake screening shall inquire as to the following:</p> <ol style="list-style-type: none"> 1. Past suicidal ideation and/or attempts 2. Current suicidal ideation, threat, or plan 3. Prior mental health 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 prisoner's potential suicidal risk 	<p>Any of the following:</p> <ol style="list-style-type: none"> 1. Suicide risk screening indicates moderate or high risk 2. Any suicide attempt in the past 3. Any suicidal ideations, with intent/plan within the past 30 days 4. Any command hallucinations to harm self within the past 30 days 5. Any combination of the following: <ol style="list-style-type: none"> a) Suicidal ideations within the past year without intent/plan 		

Detoxification and Use of Illicit Substances

Intake screening shall inquire as to the following:

1. Substance(s) or medications used
2. Amount
3. Time of last use
4. History of use
5. Any physical observations, such as shaking, seizing, hallucinating, history of drug withdrawal symptoms, such as agitation, tremors, ~~isores~~, hallucinations, and D.T.'s (delirium tremens)

Any of the following:

1. Immediate history of substance use disorder