IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA

UNITED STATES OF AMERICA,

PLAINTIFF,

v.

MIAMI-DADE COUNTY;
MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS; MIAMI-DADE COUNTY PUBLIC HEALTH TRUST

DEFENDANTS.

Civil No. _________

CONSENT AGREEMENT

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I. INTRODUCTION

1. The purpose of this Consent Agreement ("Agreement") is to remedy the alleged constitutional violations at the Miami-Dade County Jail identified in the findings letter that the United States issued on August 24, 2011 ("Findings Letter"). The Jail is an integral part of the public safety system in Miami-Dade County, Florida. Through the provisions of this Agreement, the Parties seek to ensure that the conditions in the Jail respect the rights of inmates confined there. By ensuring that the conditions in the Jail are constitutional, Miami-Dade County, the Miami-Dade County Board of Commissioners, and the Miami-Dade County Public Health Trust will also provide for the safety of staff and promote public safety in the community.

2. Plaintiff is the United States.

3. Defendants are: (1) Miami-Dade County ("County"); (2) the Miami-Dade County Board of County Commissioners; and (3) the Miami-Dade County Public Health Trust. Defendants shall ensure that the Miami-Dade County Corrections and Rehabilitation Department ("MDCR"), Corrections Health Services of Jackson Memorial Hospital and all other agencies and individuals under their control take all actions necessary to comply with the provisions of this Agreement.

4. MDCR operates correctional facilities in Miami, Florida (collectively known as "MDCR Jail facilities" or "the Jail") and is responsible for providing care, custody, and control of prisoners. The Jail currently consists of 6 corrections facilities and currently houses approximately 5,200 inmates in a complex of buildings spread out across the county, well below the design capacity of 5,845.

5. On April 2, 2008, the United States Department of Justice ("DOJ") notified Miami-Dade County officials of its intention to investigate conditions at the MDCR facilities, pursuant to the Civil Rights of Institutionalized Persons Act ("CRIPA"), 42 U.S.C. § 1997. The DOJ toured the MDCR Jail facilities with consultants in the fields of corrections, medical and mental health care, suicide prevention, fire safety and environmental health and safety on June 9 – 13 and June 16 – 20, 2008, and on April 7 – 8, 2009.

6. On August 24, 2011, the DOJ issued a Findings Letter, pursuant to 42 U.S.C. § 1997 (a) (1), which concluded that certain conditions in the MDCR Jail violated the constitutional rights of inmates, and recommended remedial measures. Under cover letter dated September 27, 2011, the County provided to DOJ substantial documentation of changes and measures implemented at the MDCR facilities since the time of the DOJ inspections. On October 4, 2011, County representatives met with DOJ in Washington, D.C., to discuss the aforementioned documentation of remedial measures undertaken by the MDCR Jail facilities.

7. At the request of MDCR, the DOJ conducted an additional tour of the MDCR Jail facilities with consultants on November 30 – December 2, 2011. Based upon this inspection, the DOJ concluded that some of the violations identified in its Findings Letter were improved, while other conditions still warranted remedial efforts.

8. Throughout the course of the investigation and inspection of the MDCR Jail facilities, the DOJ received complete cooperation from the County and unfettered access to all facilities, documents and staff. In addition, DOJ acknowledges that the County made significant improvements in many areas of Jail operations and the physical plant since its initial Jail tours in 2008. This Agreement is the result of a cooperative effort that evinces a commitment to constitutional conditions at the MDCR Jail facilities on the part of the United States and Defendants. Through the provisions of this Consent Agreement, the Parties seek to avoid the risks and burdens of litigation while ensuring that the conditions in the Jail are constitutional so as to respect the rights of inmates and provide for the safety of staff.

9. This Consent Agreement only addresses provisions regarding medical care, mental health care, and suicide prevention. A separate Agreement between the United States and the County and its entities addresses protection from harm, fire and life safety, and inmate grievances.

10. No person or entity is intended to be a third-party beneficiary 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 class under this Agreement. This Agreement is not intended to impair or expand the right of any person or entity to seek relief against the County or its officials, employees, or agents, for their conduct. This Agreement is not intended to alter legal standards governing any such claims.

11. For the purposes of this lawsuit only and in order to settle this matter, Defendants stipulate, and this Court finds, that the conditions at the MDCR Jail facilities necessitate the remedial measures contained in this Agreement, including medical, mental health and suicide provisions. The County, MDCR and the United States entered into a separate Settlement Agreement regarding protection from harm, fire and life safety, and inmate grievances.

12. The Parties stipulate that this Agreement complies in all respects with the Prison Litigation Reform Act, 18 U.S.C. § 3626(a). The Parties further stipulate and the Court finds that the prospective relief in this Agreement is narrowly drawn, extends no further than necessary to correct the violations of federal rights as alleged by United States in its Complaint and Findings Letter (attached as Exhibit "A"), 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 represent, and this Court finds, that the Agreement complies in all respects with 18 U.S.C. § 3626(a).

II. DEFINITIONS

1. "CHS" refers to Corrections Health Services of Jackson Memorial Hospital, the medical provider for the MDCR Jail facilities on behalf of the Public Health Trust.

2. "Compliance" is discussed throughout this Agreement in the following terms: substantial compliance, partial compliance, and non-compliance. "Substantial Compliance" indicates that Defendants have achieved compliance with most or all components of the relevant provision of the Agreement. "Partial Compliance" indicates that Defendants achieved compliance on some of the components of the relevant provision of the Agreement, but significant work remains. "Non-compliance" indicates that Defendants have not met most or all of the components of the Agreement.

3. "Custodial Segregation" is the solitary confinement of an inmate to a specific secure housing unit or single cell that is separated from the general population continuously for 15 or more hours a day. There are three forms of segregation: Administrative, Disciplinary Detention and Protective Custody.

4. "Effective date" means the date the Agreement is entered as an order of the Court.

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

6. "Inmates" or "Inmate" broadly refers to one or more individuals detained at, or otherwise housed, held, in the custody of, or confined in the Jail.

7. "Interdisciplinary Team" refers to a team consisting of treatment staff from various disciplines, including medical, nursing, and mental health and one or more members from corrections.

8. "Interdisciplinary Treatment Plan" refers to an individualized plan that is based on assessments, identifies the care needs, and develops strategies to meet those needs. The purpose of the plan is to transition the inmate through the continuum of care in a safe and effective way. In order to accomplish this goal, the plan documents treatment goals and objectives; states criteria for terminating specific interventions; and documents the inmate's progress in meeting the goals and objectives. The plan requires that each discipline must collaborate in the assessment and reassessment of the patient, and then integrate interdisciplinary documentation of needs, goals, strategies and interventions. Disciplines represented shall include, at a minimum, medical, mental health, and custodial staff.

9. "Jail " refers to all correctional facilities operated by the Miami-Dade County Corrections and Rehabilitation Department and includes: the Pre-Trial Detention Center ("PTDC"); the Women's Detention Center ("WDC"); the Training and Treatment Center ("Stockade"); the Turner Guilford Knight Correctional Center ("TGK"); the Metro West Detention Center ("MWDC"), and any facility that is built, leased, or otherwise used, to replace or supplement the current the MDCR Jail facilities, including the anticipated correctional

mental health facility ("Mental Health Treatment Center"). Additionally, MDCR operates a boot camp program, with a housing facility adjacent to TGK ("Boot Camp").

10. "Long-term custodial segregation" means a period of custodial segregation intended to last, or that does last, more than 14 consecutive days.

11. "Levels of Care" shall be defined as follows:

    a. Level I. Inmates deemed appropriate for this level of care meet the following criteria:
        (1) Persistent/imminent danger of harm to self or others.
        (2) Performed a self-injurious act, with the clear intention of suicide.
        (3) Inmate placed on suicide precaution.
        (4) Inmate who is unable to maintain a minimal level of personal hygiene.

    b. Level II. Inmates deemed appropriate for this level of care meet the following criteria:
        (1) Inmate who engages in an act of self-mutilation without the intent to commit suicide, and without psychotic symptoms.
        (2) Inmate with some notable impairment in reality testing, or gross level of psychotic process.
        (3) Inmate with significant, rapid decline in baseline level of functioning (isolative from family/friends, new onset poor judgment, decline or oscillations in mood, etc.).

    c. Level III. Inmates deemed appropriate for this level of care meet the following criteria:
        (1) Inmate with Mood Disorders with moderate to severe levels of impairment, and unable to function in the general population.
        (2) Inmate with Anxiety Disorders with moderate to severe levels of impairment, and are unable to function in the general population.
        (3) Inmate with Thought Disorders and are not acutely psychotic, and stable with current medication regimen. These individuals are able to function in a less restrictive environment other than the general population.
        (4) Inmates with documented explosive anger outbursts, and frequent impulsive acts with recent observed improvement in frequency and intensity of these episodes.

    d. Level IV. Inmates deemed appropriate for this level of care meet the following criteria:
        (1) Inmates with stable psychiatric symptoms and on a current regimen of psychotropic medications.

12. "Mental Health Review Committee" refers to a group consisting of CHS Director, CHS Medical Director, CHS Lead Psychiatrist, Lead Social Worker, Assistant Director MDCR, MDCR Medical Liaison, and related clinical disciplines.

13. "Monitor" means the individual selected to oversee implementation of the Agreement.

14. "Privacy of Care" or "Private Assessments" means discussions of patient information and clinical encounters are conducted in private and carried out in a manner designed to encourage the patient's subsequent use of health services.

15. "Psychotropic medication" means any substance used in the treatment of mental health problems or mental illness that exerts an effect on the mind and is capable of modifying mental activity or behavior.

16. "Qualified Health Care Professionals" and "Qualified Medical Staff" refer to Qualified Medical Professionals and Qualified Nursing Staff, as well as other Qualified Health Care Professional staff providing services within the scope of their practice, licensure, training, supervision and qualifications.

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

18. "Qualified Mental Health Professional" includes psychiatrists, psychologists, psychiatric social workers, psychiatric nurses, and others who by virtue of their education, credentials, and experience are permitted by law to evaluate and care for the mental health needs of patients.

19. "Qualified Mental Health Staff" refers to Qualified Health Care Professionals who have received instruction and supervision in identifying and interacting with individuals in need of Mental Health Services.

20. "Qualified Nursing Staff" means registered nurses and licensed practical nurses currently licensed by Florida to deliver those health care services he or she has undertaken to provide.

21. "Quality Improvement Committee" refers to an appointed group consisting of one or more members of Jail operations, the medical department, mental health department and related clinical disciplines, corrections and a risk manager.

22. "Serious injury" means any injury that requires immediate medical attention or hospitalization.

23. "Serious mental illness" ("SMI") means a mental, behavioral, or emotional disorder of mood, thought, or anxiety that significantly impairs judgment, behavior, capacity to recognize reality, or ability to cope with the ordinary demands of life.

24. "Serious suicide attempt" means a suicide attempt that is either potentially life-threatening or that requires hospitalization for medical treatment.

25. "Special Management Units" mean those housing units of the Jail designated for inmates in administrative or disciplinary custodial segregation, in protective custody, on suicide precautions, or with mental illness.

26. "Suicide Precautions" means any level of watch, observation, or measures to prevent self-harm.

27. "Sustain Implementation" means to achieve a prolonged and continuous practice.

28. "Train" means to instruct in the skills addressed to a level that the trainee has demonstrated proficiency. "Trained" means to have achieved such proficiency in the skills and to implement those skills regularly. The majority of training shall be in person, with online training functioning as a supplement rather than a stand–alone option. The County will document and track training of all staff.

29. "Threshold" means requiring a certain level of intervention due to a serious event or a number of serious events.

30. "Trigger" means an event or events, like a suicide or serious suicide attempt, which causes the County to self-assess.

III. SUBSTANTIVE PROVISIONS

Defendants shall take all actions necessary to comply with the substantive provisions of this Agreement detailed below. Compliance with the Agreement will be measured both by whether the technical provisions are implemented and whether the conditions of confinement in the Jail meet the requirements of the United States Constitution.

A. MEDICAL AND MENTAL HEALTH CARE

Defendants shall ensure constitutionally adequate treatment of inmates' medical and mental health needs. Defendants' efforts to achieve this constitutionally adequate treatment will include the following remedial measures regarding: (1) Intake Screening; (2) Health Assessments; (3) Access to Medical and Mental Health Care; (4) Medication Administration and Management; (5) Record Keeping; (6) Discharge Planning; and (7) Mortality and Morbidity Reviews.

1. Intake Screening

a. Qualified Medical Staff shall sustain implementation of the County Pre-Booking policy, revised May 2012, and the County Intake Procedures, adopted May 2012, which require, *inter alia*, staff to conduct intake screenings in a confidential setting as soon as possible upon inmates' admission to the Jail, before being transferred from the intake area, and no later than 24 hours after admission. Qualified Nursing Staff shall sustain implementation of the Jail and CHS's Intake Procedures, implemented May 2012, and the Mental Health Screening and Evaluation form, revised May 2012, which require, *inter alia*, staff to identify and record observable and non-observable medical and mental health needs, and seek the inmate's cooperation to provide information.

b. CHS shall sustain its policy and procedure implemented in May 2012 in which all inmates received a mental health screening and evaluation meeting all compliance indicators of National Commission on Correctional Health Care J-E-05. This screening shall be conducted as part of the intake screening process upon admission. All inmates who screen positively shall be referred to qualified mental health professionals for further evaluation.

c. Inmates identified as in need of constant observation, emergent and urgent mental health care shall be referred immediately to Qualified Mental Health Professionals for evaluation, when clinically indicated. The Jail shall house incoming inmates at risk of suicide in suicide-resistant housing unless and until a Qualified Mental Health Professional clears them in writing for other housing.

d. Inmates identified as "emergency referral" for mental health or medical care shall be under constant observation by staff until they are seen by the Qualified Mental Health or Medical Professional.

e. CHS shall obtain previous medical records to include any off-site specialty or inpatient care as determined clinically necessary by the qualified health care professionals conducting the intake screening.

f. CHS shall sustain implementation of the intake screening form and mental health screening and evaluation form revised in May 2012, which assesses drug or alcohol use and withdrawal. New admissions determined to be in withdrawal or at risk for withdrawal shall be referred immediately to the practitioner for further evaluation and placement in Detox.

g. CHS shall ensure that all Qualified Nursing Staff performing intake screenings receive comprehensive training concerning the policies, procedures, and practices for the screening and referral processes.

2. Health Assessments

a. Qualified Medical Staff shall sustain implementation of CHS Policy J-E-04 (Initial Health assessment), revised May 2012, which requires, *inter alia*, staff to use standard diagnostic tools to administer preventive care to inmates within 14 days of entering the program.

b. Qualified Mental Health Staff will complete all mental health assessments incorporating, at a minimum, the assessment factors described in Appendix A.

c. Qualified Mental Health Professionals shall perform a mental health assessment following any adverse triggering event while an inmate remains in the MDCR Jail facilities' custody, as set forth in Appendix A.

d. Qualified Mental Health Professionals, as part of the inmate's interdisciplinary treatment team (outlined in the "Risk Management" Section, *infra*), will maintain a risk profile for each inmate based on the Assessment Factors identified in Appendix A and will develop and implement interventions to minimize the risk of harm to each inmate.

e. An inmate assessed with chronic disease shall seen by a practitioner as soon as possible but no later than 24-hours after admission as a part of the Initial Health Assessment, when Clinically indicated. At that time medication and appropriate labs, as determined by the practitioner, shall be ordered. The inmate will then be enrolled in the chronic care program, including scheduling of an initial chronic disease clinic visit.

f. All new admissions will receive an intake screening and mental health screening and evaluation upon arrival. If clinically indicated, the inmate will be referred as soon as possible, but no longer than 24-hours, to be seen by a practitioner as a part of the Initial Health Assessment. At that time, medication and appropriate labs as determined by the practitioner are ordered.

g. All individuals performing health assessments shall receive comprehensive training concerning the policies, procedures, and practices for medical and mental health assessments and referrals.

3. Access to Medical and Mental Health Care

a. Defendants shall ensure inmates have adequate access to health care with a medical and mental health care request system, ("sick call" process), for inmates. The sick call process shall include:

(1) written medical and mental health care slips available in English, Spanish, and Creole;

(2) opportunity for illiterate inmates and inmates who have physical or cognitive disabilities to confidentially access medical and mental health care.

(3) a confidential collection method in which designated members of the Qualified Medical and Qualified Mental Health staff collects the request slips every day; and

(4) an effective system for screening and prioritizing medical and mental health requests within 24 hours of submission and priority review for inmate grievances identified as emergency medical or mental health care.

b. CHS shall continue to ensure all medical and mental health care staff are adequately trained to identify inmates in need of acute or chronic care, and medical and mental health care staff shall provide treatment or referrals for such inmates.

4. Medication Administration and Management

a. CHS shall develop and implement policies and procedures to ensure the accurate administration of medication and maintenance of medication records.

b. Within eight months of the Effective Date, CHS shall develop and implement a medication continuity system so that incoming inmates receive medications for serious medical and mental health needs in a timely manner, as medically appropriate and as follows:

(1) Upon an inmate's entry to the Jail, a Qualified Medical or Mental Health Professional shall decide and document the clinical justification to continue, discontinue, or change an inmate's reported medication for serious medical or mental health needs, and the inmate shall receive the first dose of any prescribed medication within 24 hours of entering the Jail;

(2) A medical doctor or psychiatrist shall evaluate, in person, inmates with serious medical or mental health needs, within 48 hours of entry to the Jail.

c. Psychiatrists shall conduct reviews of the use of psychotropic medications to ensure that each inmate's prescribed regimen is appropriate and effective for his or her condition. These reviews should occur on a regular basis, according to how often the Level of Care requires the psychiatrist to see the inmate. CHS shall document this review in the inmate's unified medical and mental health record.

d. CHS shall ensure nursing staff pre-sets psychotropic medications in unit doses or bubble packs before delivery. If an inmate housed in a designated mental health special management unit refuses to take his or her psychotropic medication for more than 24 hours, the medication administering staff must provide notice to the psychiatrist. A Qualified Mental Health Professional must see the inmate within 24 hours of this notice.

e. CHS shall implement physician orders for medication and laboratory tests within three days of the order, unless the inmate is an "emergency referral," which requires immediately implementing orders.

f. Within 120 days of the Effective Date, CHS shall provide its medical and mental health staff with documented training on proper medication administration practices. This training shall become part of annual training for medical and mental health staff.

5. Record Keeping

a. CHS shall ensure that medical and mental health records are adequate to assist in providing and managing the medical and mental health needs of inmates. CHS shall fully implement an Electronic Medical Records System to ensure records are centralized, complete, accurate, legible, readily accessible by all medical and mental health staff, and systematically organized.

b. CHS shall implement an electronic scheduling system to provide an adequate scheduling system to ensure that mental health professionals see mentally ill inmates as clinically appropriate, in accordance with this Agreement's requirements, regardless of whether the inmate is prescribed psychotropic medications.

c. CHS shall document all clinical encounters in the inmates' health records, including intake health screening, intake health assessments, and reviews of inmates.

d. CHS shall submit medical and mental health information to outside providers when inmates are sent out of the Jail for health care. CHS shall obtain records of care, reports, and diagnostic tests received during outside appointments and timely implement specialist recommendations (or a physician should properly document appropriate clinical reasons for non-implementation).

6. Discharge Planning

a. CHS shall provide discharge/transfer planning for planned discharges of those inmates with serious health needs to ensure continuity of care upon inmates' release. These services shall include:

(1) Arranging referrals for inmates with chronic medical health problems or serious mental illness. All referrals will be made to Jackson Memorial Hospital where each inmate/patient has an open medical record;

(2) Providing a bridge supply of medications of up to 7 days to inmates upon release until inmates can reasonably arrange for continuity of care in the community or until they receive initial dosages at transfer facilities. Upon intake admission, all inmates will be informed in writing and in the inmate handbook they may request bridge medications and community referral upon release.

(3) Adequate discharge planning is contingent on timely notification by custody for those inmates with planned released dates. For those inmates released by court or bail with no opportunity for CHS to discuss discharge planning, bridge medication and referral assistance will be provided to those released inmates who request assistance within 24-hours of release. Information will be available in the handbook and intake admission awareness paper. CHS will follow released inmates with seriously critical illness or communicable diseases within seven days of release by notification to last previous address.

7. Mortality and Morbidity Reviews

a. Defendants shall sustain implementation of the MDCR Mortality and Morbidity "Procedures in the Event of an Inmate Death," updated February 2012, which requires, *inter alia*, a team of interdisciplinary staff to conduct a comprehensive mortality review and corrective action plan for each inmate's death and a comprehensive morbidity review and corrective action plan for all serious suicide attempts or other incidents in which an inmate was at high risk for death. Defendants shall provide results of all mortality and morbidity reviews to the Monitor and the United States, within 45 days of each death or serious suicide attempt. In cases where the final medical examiner report and toxicology takes longer than 45 days, a final mortality and morbidity review will be provided to the Monitor and United States upon receipt.

b. Defendants shall address any problems identified during mortality reviews through training, policy revision, and any other developed measures within 90 days of each death or serious suicide attempt.

c. Defendants will review mortality and morbidity reports and corrective action plans bi-annually. Defendants shall implement recommendations regarding the risk management system or other necessary changes in policy based on this review. Defendants will document the review and corrective action and provide it to the Monitor.

B. MEDICAL CARE

CHS shall ensure constitutionally adequate treatment of inmates' medical needs. CHS's efforts to achieve this constitutionally adequate treatment will include remedial measures regarding (1) Acute Care and Detoxification, (2) Chronic Care, and (3) Use of Force Care.

1. Acute Care and Detoxification

a. CHS shall ensure that inmates' acute health needs are identified to provide adequate and timely acute medical care.

b. CHS shall address serious medical needs of inmates immediately upon notification by the inmate or a member of the MDCR Jail facilities' staff or CHS staff, providing acute care for inmates with serious and life-threatening conditions by a Qualified Medical Professional.

c. CHS shall sustain implementation of the Detoxification Unit and the Intoxification Withdrawal policy, adopted on July 2012, which requires, inter alia, County to provide treatment, housing, and medical supervision for inmates suffering from drug and alcohol withdrawal.

2. Chronic Care

a. CHS shall sustain implementation of the Corrections Health Service ("CHS") Policy J-G-01 (Chronic Disease Program), which requires, *inter alia*, that Qualified Medical Staff perform assessments of, and monitor, inmates' chronic illnesses, pursuant to written protocols.

b. Per policy, physicians shall routinely see inmates with chronic conditions to evaluate the status of their health and the effectiveness of the medication administered for their chronic conditions.

3. Use of Force Care

a. The Jail shall revise its policy regarding restraint monitoring to ensure that restraints are used for the minimum amount of time clinically necessary, restrained inmates are under 15-minute in-person visual observation by trained custody. Qualified Medical Staff shall perform 15-minute checks on an inmate in restraints. For any custody-ordered restraints, Qualified Medical Staff shall be notified immediately in order to review the health record for any contraindications or accommodations required and to initiate health monitoring.

b. The Jail shall ensure that inmates receive adequate medical care immediately following a use of force.

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

(1) take all practical 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 Jail administrator; and

(3) complete a Health Services Incident Addendum describing the incident.

C. MENTAL HEALTH CARE AND SUICIDE PREVENTION

Defendants shall ensure constitutional mental health treatment and protection of inmates at risk for suicide or self-injurious behavior. Defendants' efforts to achieve this constitutionally adequate mental health treatment and protection from self harm will include the following remedial measures regarding: (1) Referral Process and Access to Care; (2) Mental Health Treatment; (3) Suicide Assessment and Prevention; (4) Review of

Disciplinary Measures; (5) Mental Health Care Housing; (6) Custodial Segregation; (7) Staffing and Training; (8) Suicide Prevention Training; and (9) Risk Management.

1. Referral Process and Access to Care

a. CHS shall develop and implement written policies and procedures governing the levels of referrals to a Qualified Mental Health Professional. Levels of referrals are based on acuteness of need and must include "emergency referrals," "urgent referrals," and "routine referrals," as follows:

(1) "Emergency referrals" shall include inmates identified as at risk of harming themselves or others, and placed on constant observation. These referrals also include inmates determined as severely decompensated, or at risk of severe decompensation. A Qualified Mental Health Professional must see inmates designated "emergency referrals" within two hours, and a psychiatrist within 24 hours (or the next business day), or sooner, if clinically indicated.

(2) "Urgent referrals" shall include inmates that Qualified Mental Health Staff must see within 24 hours, and a psychiatrist within 48 hours (or two business days), or sooner, if clinically indicated.

(3) "Routine referrals" shall include inmates that Qualified Mental Health Staff must see within five days, and a psychiatrist within the following 48 hours, when indicated for medication and/or diagnosis assessment, or sooner, if clinically indicated.

b. CHS will ensure referrals to a Qualified Mental Health Professional can occur at the time of initial screening or 14-day assessment or at any time by inmate self-referral or by staff referral.

2. Mental Health Treatment

a. CHS shall develop and implement a policy for the delivery of mental health services that includes a continuum of services; provides for necessary and appropriate mental health staff; includes treatment plans for inmates with serious mental illness; collects data; and contains mechanisms sufficient to measure whether CHS is providing constitutionally adequate care.

b. CHS shall ensure adequate and timely treatment for inmates, whose assessments reveal mental illness and/or suicidal ideation, including timely and appropriate referrals for specialty care and visits with Qualified Mental Health Professionals, as clinically appropriate.

c. Each inmate on the mental health caseload will receive a written initial treatment plan at the time of evaluation, to be implemented and updated during the psychiatric appointments dictated by the Level of Care. CHS shall keep the treatment plan in the inmate's mental health and medical record.

d. CHS shall provide each inmate on the mental health caseload who is a Level I or Level II mental health inmate and who remains in the Jail for 30 days with a written interdisciplinary treatment plan within 30 days following evaluation. CHS shall keep the treatment plan in the inmate's mental health and medical record.

e. The Jail currently houses Level I inmates in housing unit 9C. Any inmate who is housed in 9C (or equivalent housing) for seven continuous days or longer will have an interdisciplinary plan of care within the next seven days and every 30 days thereafter. In addition, the County shall initiate documented contact and follow-up with the mental health coordinators in the State of Florida's criminal justice system to facilitate the inmate's movement through the criminal justice competency determination process and placement in an appropriate forensic mental health facility. The interdisciplinary team will:

(1) Include the treating psychiatrist, a custody representative, and medical and nursing staff. Whenever clinically appropriate, the inmate should participate in the treatment plan.

(2) Meet to discuss and review the inmate's treatment no less than once every 45 days for the first 90 days of care, and once every 90 days thereafter, or more frequently if clinically indicated; with the exception being inmates housed on 9C (or equivalent housing) who will have an interdisciplinary plan of care at least every 30 days.

f. CHS will classify inmates diagnosed with mental illness according to the level of mental health care required to appropriately treat them. Level of care classifications will include Level I, Level II, Level III, and Level IV. Levels I through IV are described in Definitions (Section II.). Level of care will be classified in two stages: Stage I and Stage II.

g. Stage I is defined as the period of time until the Mental Health Treatment Center is operational. In Stage I, group counseling sessions targeting education and coping skills will be provided, as clinically indicated, by the treating psychiatrist. In addition, individual counseling will be provided, as clinically indicated, by the treating psychiatrist.

(1) Inmates classified as requiring Level IV level of care will receive:

i. managed care in the general population;
ii. psychotropic medication, as clinically appropriate;
iii. individual counseling and group counseling, as deemed clinically appropriate, by the treating psychiatrist; and
iv. evaluation and assessment by a psychiatrist at a frequency of no less than once every 90 days.

(2) Inmates classified as requiring Level III level of care will receive:

i. evaluation and stabilizing in the appropriate setting;
ii. psychotropic medication, as clinically appropriate;
iii. evaluation and assessment by a psychiatrist at a frequency of no less than once every 30 days;
iv. individual counseling and group counseling, as deemed clinically appropriate by the treating psychiatrist; and
v. access to at least one group counseling session per month or more, as clinically indicated.

(3) Inmates classified as requiring Level II level of care will receive:

i. evaluation and stabilizing in the appropriate setting;
ii. psychotropic medication, as clinically appropriate;
iii. private assessment with a Qualified Mental Health Professional on a daily basis for the first five days and then once every seven days for two weeks;
iv. evaluation and assessment by a psychiatrist at a frequency of no less than once every 30 days; and
v. access to individual counseling and group counseling as deemed clinically appropriate by the treating psychiatrist.

(4) Inmates classified as requiring Level I level of care will receive:

i. evaluation and stabilizing in the appropriate setting;
ii. immediate constant observation or suicide precautions;
iii. Qualified Mental Health Professional in-person assessment within four hours,
iv. psychiatrist in-person assessment within 24 hours of being placed at a crisis level of care and daily thereafter
v. psychotropic medication, as clinically appropriate; and
vi. individual counseling and group counseling, as deemed clinically appropriate by the treating psychiatrist.

h. Stage II will include an expansion of mental health care and transition services, a more therapeutic environment, collaboration with other governmental agencies and community organizations, and an enhanced level of care, which will be provided once the Mental Health Treatment Center is opened. The County and CHS will consult regularly with the United States and the Monitor to formulate a more specific plan for implementation of Stage II.

i. CHS will provide clinically appropriate follow-up care for inmates discharged from Level I consisting of daily clinical contact with Qualified Mental Health Staff. CHS will provide Level II level of care to inmates discharged from crisis level of care (Level I) until such time as a psychiatrist or interdisciplinary treatment team makes a clinical determination that a lower level of care is appropriate.

j. CHS shall ensure Level I services and acute care are available in a therapeutic environment, including access to beds in a health care setting for short-term treatment (usually less than ten days) and regular, consistent therapy and counseling, as clinically indicated.

k. CHS shall conduct and provide to the Monitor and DOJ a documented quarterly review of a reliable and representative sample of inmate records demonstrating alignment among screening, assessment, diagnosis, counseling, medication management, and frequency of psychiatric interventions.

3. Suicide Assessment and Prevention

a. Defendants shall develop and implement a policy to ensure that inmates at risk of self harm are identified, protected, and treated in a manner consistent with the Constitution. At a minimum, the policy shall:

(1) Grant property and privileges to acutely mentally ill and suicidal inmates upon clinical determination by signed orders of Qualified Mental Health Staff.

(2) Ensure clinical staff makes decisions regarding clothing, bedding, and other property given to suicidal inmates on a case-by-case basis and supported by signed orders of Qualified Mental Health Staff.

(3) Ensure that each inmate on suicide watch has a bed and a suicide-resistant mattress, and does not have to sleep on the floor.

(4) Ensure Qualified Mental Health Staff provide quality private suicide risk assessments of each suicidal inmate on a daily basis.

(5) Ensure that staff does not retaliate against inmates by sending them to suicide watch cells. Qualified Mental Health Staff shall be involved in a documented decision to place inmates in suicide watch cells.

b. When inmates present symptoms of risk of suicide and self harm, a Qualified Mental Health Professional shall conduct a suicide risk screening and assessment instrument that includes the factors described in Appendix A. The suicide risk screening and assessment instrument will be validated within 180 days of the Effective Date and every 24 months thereafter.

c. County shall revise its Suicide Prevention policy to implement individualized levels of observation of suicidal inmates as clinically indicated, including constant observation or interval visual checks. The MDCR Jail facilities' supervisory staff shall regularly check to ensure that corrections officers implement the ordered levels of observation.

d. CHS shall sustain implementation of its Intake Procedures adopted in May 2012, which specifies when the screening and suicide risk assessment instrument will be utilized.

e. CHS shall ensure individualized treatment plans for suicidal inmates that include signs, symptoms, and preventive measures for suicide risk.

f. Cut-down tools will continue to be immediately available to all Jail staff who may be first responders to suicide attempts.

g. The Jail will keep an emergency response bag that includes appropriate equipment, including a first aid kit, CPR mask or Ambu bag, and emergency rescue tool in close proximity to all housing units. All custodial and medical staff shall know the location of this emergency response bag and the Jail will train staff how to use its contents.

h. County shall conduct and provide to the Monitor and DOJ a documented quarterly review of a reliable and representative sample of inmate records demonstrating: (1) adequate suicide screening upon intake, and (2) adequate suicide screening in response to suicidal and self-harming behaviors and other suicidal ideation.

4. Review of Disciplinary Measures

a. The Jail shall develop and implement written policies for the use of disciplinary measures with regard to inmates with mental illness or suspected mental illness, incorporating the following:

(1) the MDCR Jail facilities' staff shall consult with Qualified Mental Health Staff to determine whether initiating disciplinary procedures is appropriate for inmates exhibiting recognizable signs/symptoms of mental illness or identified with mental illness; and

(2) if a Qualified Mental Health Staff determines the inmate's actions that are the subject of the disciplinary proceedings are symptomatic of mental illness, no disciplinary measure will be taken.

b. A staff assistant must be available to assist mentally ill inmates with the disciplinary review process if an inmate is not able to understand or meaningfully participate in the process without assistance.

5. Mental Health Care Housing

a. The Jail shall maintain a chronic care and/or special needs unit with an appropriate therapeutic environment, for inmates who cannot function in the general population.

b. The Jail shall remove suicide hazards from all areas housing suicidal inmates or place all suicidal inmates on constant observation.

c. The Jail shall allow suicidal inmates to leave their cells for recreation, showers, and mental health treatment, as clinically appropriate. If inmates are unable to leave their cells to participate in these activities, a Qualified Medical or Mental Health Professional shall document the individualized clinical reason and the duration in the inmate's mental health record. The Qualified Medical or Mental Health Professional shall conduct a documented re-evaluation of this decision on a daily basis when the clinical duration is not specified.

d. County shall provide quarterly reports to the Monitor and the United States regarding its status in developing the Mental Health Treatment Center. The Mental Health Treatment Center will commence operations by the end of 2014. Once opened, County shall conduct and report to the United States and the Monitor quarterly reviews of the capacity of the Mental Health Treatment Center as compared to the need for beds. The Parties will work together and with any appropriate non-Parties to expand the capacity to provide mental health care to inmates, if needed.

e. Any inmates with SMI who remain on 9C (or equivalent housing) for seven continuous days or longer will have an interdisciplinary plan of care, as per the Mental Health Treatment section of this Agreement (Section III.C.2.e).

6. Custodial Segregation

a. The Jail and CHS shall develop and implement policies and procedures to ensure inmates in custodial segregation are housed in an appropriate environment that facilitates staff supervision, treatment, and personal safety in accordance with the following:

(1) All locked housing decisions for inmates with SMI shall include the documented input of a Qualified Medical and/or Mental Health Staff who has conducted a face-to-face evaluation of the inmate, is familiar with the details of the inmate's available clinical history, and has considered the inmate's mental health needs and history. If at the time of custodial segregation Qualified Medical Staff has concerns about mental health needs, the inmate will be placed with visual checks every 15 minutes until the inmate can be evaluated by Qualified Mental Health Staff.

(2) Prior to placement in custodial segregation for a period greater than eight hours, all inmates shall be screened by a Qualified Mental Health Staff to determine (1) whether the inmate has SMI, and (2) whether there are any acute medical or mental health contraindications to custodial segregation.

(3) If a Qualified Mental Health Professional finds that an inmate has SMI, that inmate shall only be placed in custodial segregation with visual checks every 15 or 30 minutes as determined by the Qualified Medical Health Professional.

(4) Inmates with SMI who are not diverted or removed from custodial segregation shall be offered a heightened level of care that includes:

i. Qualified Mental Health Professionals conducting rounds at least three times a week to assess the mental health status of all inmates in custodial segregation and the effect of custodial segregation on each inmate's mental health to determine whether continued placement in custodial segregation is appropriate. These rounds shall be documented and not function as a substitute for treatment.

ii. Documentation of all out-of-cell time, indicating the type and duration of activity.

(5) Inmates with SMI shall not be placed in custodial segregation for more than 24 hours without the written approval of the Facility Supervisor and Director of Mental Health Services or designee.

(6) Inmates with serious mental illness shall not be placed into long-term custodial segregation, and inmates with serious mental illness currently subject to long-term custodial segregation shall immediately be removed from such confinement and referred for appropriate assessment and treatment.

(7) If an inmate on custodial segregation develops symptoms of SMI where such symptoms had not previously been identified or the inmate decompensates, he or she shall immediately be removed from custodial segregation and referred for appropriate assessment and treatment.

(8) If an inmate with SMI in custodial segregation suffers deterioration in his or her mental health, decompensates, engages in self-harm, or develops a heightened risk of suicide, that inmate shall immediately be referred for appropriate assessment and treatment and removed if the custodial segregation is causing the deterioration.

(9) The MDCR Jail facilities' staff will conduct documented rounds of all inmates in custodial segregation at staggered intervals at least once every half hour, to assess and document the inmate's status, using descriptive terms such as "reading," "responded appropriately to questions" or "sleeping but easily aroused."

(10) Inmates in custodial segregation shall have daily opportunities to contact and receive treatment for medical and mental health concerns with Qualified Medical and Mental Health Staff in a setting that affords as much privacy as reasonable security precautions will allow.

(11) Mental health referrals of inmates in custodial segregation will be classified, at minimum, as urgent referrals.

7. Staffing and Training

a. CHS revised its staffing plan in March 2012 to incorporate a multidisciplinary approach to care continuity and collaborative service operations. The effective approach allows for integrated services and staff to be outcomes-focused to enhance operations.

b. Within 180 days of the Effective Date, and annually thereafter, CHS shall submit to the Monitor and DOJ for review and comment its detailed mental health staffing analysis and plan for all its facilities.

c. CHS shall staff the facility based on the staffing plan and analysis, together with any recommended revisions by the Monitor. If the staffing study and/or monitor comments indicate a need for hiring additional staff, the parties shall agree upon the timetable for the hiring of any additional staff.

d. Every 180 days after completion of the first staffing analysis, CHS shall conduct and provide to DOJ and the Monitor staffing analyses examining whether the level of staffing recommended by the initial staffing analysis and plan continues to be adequate to implement the requirements of this Agreement. If they do not, the parties shall re-evaluate and agree upon the timetable for the hiring of any additional staff.

e. The mental health staffing shall include a Board Certified/Board Eligible, licensed chief psychiatrist, whose work includes supervision of other treating psychiatrists at the Jail. In addition, a mental health program director, who is a psychologist, shall supervise the social workers and daily operations of mental health services.

f. The County shall develop and implement written training protocols for mental health staff, including a pre-service and biennial in-service training on all relevant policies and procedures and the requirements of this Agreement.

g. The Jail and CHS shall develop and implement written training protocols in the area of mental health for correctional officers. A Qualified Mental Health Professional shall conduct the training for corrections officers. This training should include pre-service training, annual training for officers who work in forensic (Levels 1-3) or intake units, and biennial in-service training for all other officers on relevant topics, including:

(1) training on basic mental health information (e.g., recognizing mental illness, specific problematic behaviors, additional areas of concern);

(2) identification, timely referral, and proper supervision of inmates with serious mental health needs; and

(3) appropriate responses to behavior symptomatic of mental illness; and suicide prevention.

h. The County and CHS shall develop and implement written policies and procedures to ensure appropriate and regular communication between mental health staff and correctional officers regarding inmates with mental illness.

8. Suicide Prevention Training

a. The County shall ensure that all staff have the adequate knowledge, skill, and ability to address the needs of inmates at risk for suicide. The County and CHS shall continue its Correctional Crisis Intervention Training a competency-based interdisciplinary suicide prevention training program for all medical, mental health, and corrections staff. The County and CHS shall review and revise its current suicide prevention training curriculum to include the following topics, taught by medical, mental health, and corrections custodial staff:

(1) suicide prevention policies and procedures;

(2) the suicide screening instrument and the medical intake tool;

(3) analysis of facility environments and why they may contribute to suicidal behavior;

(4) potential predisposing factors to suicide;

(5) high-risk suicide periods;

(6) warning signs and symptoms of suicidal behavior;

(7) case studies of recent suicides and serious suicide attempts;

(8) mock demonstrations regarding the proper response to a suicide attempt; and

(9) the proper use of emergency equipment.

b. All correctional custodial, medical, and mental health staff shall complete training on all of the suicide prevention training curriculum topics at a minimum of eight hours for the initial training and two hours of in-service training annually for officers who work in intake, forensic (Levels 1-3), and custodial segregation units and biennially for all other officers.

c. CHS and the County shall train correctional custodial staff in observing inmates on suicide watch and step-down unit status, one hour initially and one hour in-service annually for officers who work in intake, forensic (Levels 1-3), and custodial segregation units and biennially for all other officers.

d. CHS and the County shall ensure all correctional custodial staff are certified in cardiopulmonary resuscitation ("CPR").

9. Risk Management

a. The County will develop, implement, and maintain a system to ensure that trends and incidents involving avoidable suicides and self-injurious behavior are identified and corrected in a timely manner. Within 90 days of the Effective Date, the County and CHS shall develop and implement a risk management system that identifies levels of risk for suicide and self-injurious behavior and results in intervention at the individual and system levels to prevent or minimize harm to inmates, as set forth by the triggers and thresholds in Appendix A.

b. The risk management system shall include the following processes to supplement the mental health screening and assessment processes:

(1) incident reporting, data collection, and data aggregation to capture sufficient information to formulate a reliable risk assessment at the individual and system levels;

(2) identification of at-risk inmates in need of clinical or interdisciplinary assessment or treatment;

(3) identification of situations involving at-risk inmates that require review by an interdisciplinary team and/or systemic review by administrative and professional committees; and

(4) implementation of interventions that minimize and prevent harm in response to identified patterns and trends.

c. The County shall develop and implement a Mental Health Review Committee that will review, on at least a monthly basis, data on triggering events at the individual and system levels, as set forth in Appendix A. The Mental Health Review Committee shall:

(1) require, at the individual level, that mental health assessments are performed and mental health interventions are developed and implemented;

(2) provide oversight of the implementation of mental health guidelines and support plans;

(3) analyze individual and aggregate mental health data and identify trends that present risk of harm;

(4) refer individuals to the Quality Improvement Committee for review; and

(5) prepare written annual performance assessments and present its findings to the Interdisciplinary Team regarding the following:

i. quality of nursing services regarding inmate assessments and dispositions, and

ii. access to mental health care by inmates, by assessing the process for screening and assessing inmates for mental health needs.

d. The County shall develop and implement a Quality Improvement Committee that shall:

(1) review and determine whether the screening and suicide risk assessment tool is utilized appropriately and that documented follow-up training is provided to any staff who are not performing screening and assessment in accordance with the requirements of this Agreement;

(2) monitor all risk management activities of the facilities;

(3) review and analyze aggregate risk management data;

(4) identify individual and systemic risk management trends;

(5) make recommendations for further investigation of identified trends and for corrective action, including system changes; and

(6) monitor implementation of recommendations and corrective actions.

D. AUDITS AND CONTINUOUS IMPROVEMENT

1. Self Audits

a. The County shall undertake measures on its own initiative to address the protection of inmates' constitutional rights and the risk of constitutional violations. The Agreement is designed to encourage the County to self monitor and to take corrective action to ensure compliance with constitutional mandates in addition to the review and assessment of technical provisions of the Agreement.

b. Qualified Medical and Mental Health Staff shall review data concerning inmate medical and mental health care to identify potential patterns or trends resulting in harm to inmates in the areas of intake, medication administration, medical record keeping, medical grievances, assessments and treatment.

c. The County and CHS shall develop and implement corrective action plans within 30 days of each quarterly review, including changes to policy and changes to and additional training.

2. Bi-annual Reports

a. Starting within six months of the Effective Date, the County and CHS will provide to the United States and the Monitor bi-annual reports regarding the following:

(1) All psychotropic medications administered by the Jail to inmates.
(2) All health care delivered by the Jail to inmates to address serious medical concerns. The report will include:

i. number of inmates transferred to the emergency room for medical treatment and why;
ii. number of inmates admitted to the hospital with the clinical outcome;
iii. number of inmates taken to the infirmary for non-emergency treatment; and why; and
iv. number of inmates with chronic conditions provided consultation, referrals and treatment, including types of chronic conditions.

(3) All suicide-related incidents. The report will include:

i. all suicides;
ii. all serious suicide attempts;

iii. list of inmates placed on suicide monitoring at all levels, including the duration of monitoring and property allowed (mattress, clothes, footwear);

iv. all restraint use related to a suicide attempt or precautionary measure; and

v. information on whether inmates were seen within four days after discharge from suicide monitoring.

(4) Inmate counseling services. The report and review shall include:

i. inmates who are on the mental health caseload, classified by levels of care;

ii. inmates who report having participated in general mental health/therapy counseling and group schedules, as well as any waitlists for groups;

iii. inmates receiving one-to-one counseling with a psychologist, as well as any waitlists for such counseling; and

iv. inmates receiving one-to-one counseling with a psychiatrist, as well as any waitlists for such counseling.

(5) Total number of inmate disciplinary reports, the number of reports that involved inmates with mental illness, and whether Qualified Mental Health Professionals participated in the disciplinary action.

(6) Reportable incidents. The report will include:

i. a brief summary of all reportable incidents, by type and date;

ii. a description of all suicides and in-custody deaths, including the date, name of inmate, and housing unit; and

iii. number of grievances referred to IA for investigation.

b. The County and CHS shall develop and implement corrective action plans within 60 days of each quarterly review, including changes to policy and changes to and additional training.

IV. <u>COMPLIANCE AND QUALITY IMPROVEMENT</u>

A. Within 180 days of the Effective Date, the County and CHS shall revise and develop policies, procedures, protocols, training curricula, and practices to ensure that they are consistent with, incorporate, address, and implement all provisions of this Agreement. The County and CHS shall revise and develop, as necessary, other written documents such as

screening tools, logs, handbooks, manuals, and forms, to effectuate the provisions of this Agreement. The County and CHS shall send any newly-adopted and revised policies and procedures to the Monitor and the United States for review and approval as they are promulgated. The County and CHS shall provide initial and in-service training to all Jail staff in direct contact with inmates, with respect to newly implemented or revised policies and procedures. The County and CHS shall document employee review and training in policies and procedures.

B. The County and CHS shall develop and implement written Quality Improvement policies and procedures adequate to identify and address serious deficiencies in medical care, mental health care, and suicide prevention to assess and ensure compliance with the terms of this Agreement on an ongoing basis.

C. On an annual basis, the County and CHS shall review all policies and procedures for any changes needed to fully implement the terms of this Agreement and submit to the Monitor and the United States for review any changed policies and procedures.

D. The Monitor may review and suggest revisions on the County and CHS policies and procedures on medical care, mental health care, and suicide prevention, including currently implemented policies and procedures, to ensure such documents are in compliance with this Agreement.

V. REPORTING REQUIREMENTS AND RIGHT OF ACCESS

A. Defendants shall submit bi-annual compliance reports to the United States and the Monitor, the first of which shall be submitted within six months of the Effective Date. Thereafter, the bi-annual compliance reports shall be submitted 15 days after the termination of each six-month period thereafter until the Agreement is terminated. The report shall summarize audits and continuous improvement and quality assurance activities and contain findings and recommendations that would be used to track and trend data compiled at the Jail. The report shall also capture data that is tracked and monitored outlined in "Substantive Provisions" (Section III) of this Agreement.

B. Defendants shall promptly notify the Monitor and the United States upon the death or serious suicide attempt of any inmate. Defendants shall forward to the Monitor and the United States incident reports and medical and/or mental health reports related to deaths, autopsies, and/or death summaries of inmates as well as all final Internal Affairs Division investigations reports that involve inmates.

C. Each compliance report shall describe the actions Defendants have taken during the reporting period to implement this Agreement and shall make specific reference to the Agreement provisions being implemented.

D. Defendants shall maintain sufficient records to document that the requirements of this Agreement are being properly implemented and shall make such records available to the

United States for inspection and copying. In addition, Defendants shall maintain, and provide upon request, all 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, investigations, and incident reports).

E. The United States and its attorneys, consultants, and agents shall have unrestricted access to the Jail, inmates, staff and documents as reasonably necessary to address issues affected by this Agreement.

F. Within 30 days of receipt of written questions from the United States concerning Defendants' compliance with the requirements of this Agreement, Defendants shall provide the United States with written answers and any requested documents.

G. MDCR and CHS shall each designate compliance coordinators to oversee compliance with this Agreement and to serve as the points of contact.

VI. MONITORING

A. Monitor Selection: The Parties will jointly select a Monitor to oversee implementation of the Agreement. Should the Parties be unable to agree on the Monitor, each shall recommend no more than two candidates to the Court and the Court will appoint the Monitor from the names submitted by the Parties. Neither Party, nor any employee or agent of either Party, shall have any supervisory authority over the Monitor's activities, reports, findings, or recommendations. The cost for the Monitor's fees and expenses shall be borne by Defendants. The selection of the Monitor shall be conducted solely pursuant to the procedures set forth in this Agreement, and will not be governed by any formal or legal procurement requirements. The Monitor may be terminated only for good cause, unrelated to the Monitor's findings or recommendations, and only with approval of the Court. Should the Parties agree that the Monitor is not fulfilling his or her duties in accordance with this Agreement, the Parties may move the Court for the Monitor's immediate removal and replacement. One Party may unilaterally move the Court for the Monitor's removal for good cause, and the other Parties will have the opportunity to respond to the petition.

B. Monitor Qualifications: The Monitor and his or her staff shall have experience and education or training related to the subject areas covered in this Agreement.

C. Monitoring Team: The Monitor may hire or consult with such additional qualified staff as necessary to fulfill the duties required by the Agreement ("Monitoring Teams"). The Monitor is ultimately responsible for the findings regarding compliance. The Monitoring Teams will be subject to all the same access rights and confidentiality limitations as the Monitor. The Parties reserve the right to object for good cause to members of the Monitoring Teams. The Court will decide any unresolved objections to members.

D. Monitor Access: The Monitor shall have full and complete access to the Jail, staff, inmates, all Jail records, and inmate medical and mental health records. Defendants shall direct all employees to cooperate fully with the Monitor. All non-public 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. 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 statements (at a conference or otherwise) or issue findings, except as required under paragraph G, *infra*, with regard to any act or omission of Defendants or their agents, representatives or employees. Any press statement made by the Monitor regarding the monitoring of this Agreement or his or her employment as Monitor must first be approved in writing by all Parties. The Monitor shall not testify in any other litigation or proceeding with regard to any act or omission of Defendants or any of their 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 Monitor shall not be admissible against Defendants in any proceeding other than a proceeding related to the enforcement of this Agreement by Defendants or the United States. Unless such conflict is waived by the 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. 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.

G. Monitor's Reports: The Monitor shall file with the Court, and provide the Parties, reports describing the steps taken by Defendants to implement this Agreement and evaluate the extent to which Defendants have complied with each substantive provision of the Agreement. The Monitor's Reports shall indicate a compliance rating for each provision and provide recommendations for achieving compliance with any provisions not in compliance at the time of the Report. The Monitor shall issue an initial report four months after the Effective Date, and then every six months thereafter. 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.

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

I. Monitor's Budget: Defendants shall provide the Monitor with a budget sufficient to allow the Monitor to carry out the responsibilities described in this Agreement. The Monitor shall pay the members of the Monitoring Teams out of this budget.

J. Technical Assistance by the Monitor: The Monitor shall provide Defendants with technical assistance as requested by Defendants. Technical assistance should be reasonable and should not interfere with the Monitor's ability to assess compliance.

VII. CONSTRUCTION, IMPLEMENTATION, AND TERMINATION

A. Defendants shall implement all reforms within their areas of responsibility, 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, Defendants shall implement all provisions of this Agreement within 180 days of the Effective Date.

C. An individual substantive provision in this Agreement shall terminate after the United States finds that Defendants maintained sustained substantial compliance of that provision for a period of 18 months. Non-compliance with mere technicalities, or temporary failure to comply during a period of otherwise sustained compliance, will not constitute failure to maintain substantial compliance. Temporary compliance during a period of otherwise sustained non-compliance will not constitute substantial compliance.

D. 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 its right to enforce other deadlines or provisions of this Agreement.

E. If any unforeseen circumstance occurs that causes a failure to timely carry out any requirements of this Agreement, Defendants shall notify the United States in writing within 20 calendar days after Defendants become aware of the unforeseen circumstance and its impact on the Defendants' 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. Defendants shall implement all reasonable measures to avoid or minimize any such failure. Notice shall not prevent the United States from seeking court intervention.

F. This Agreement constitutes the entire integrated Agreement of the Parties, as it relates to medical care, mental health care, and suicide prevention (See Section I.5.). With the exception of the United States' Findings Letter, no prior 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.

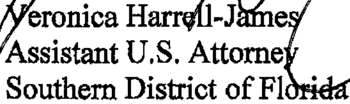
G. The Agreement shall be applicable to, and binding upon, all Parties, their officers, agents, employees, assigns, and their successors in office.

H. Each Party shall bear the cost of its fees and expenses incurred in connection with this cause.

I. 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 UNITED STATES:

WIFREDO A. FERRER
United States Attorney

By: 
Veronica Harrell-James
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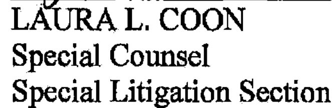
JONATHAN M. SMITH
Chief
Special Litigation Section


LAURA L. COON
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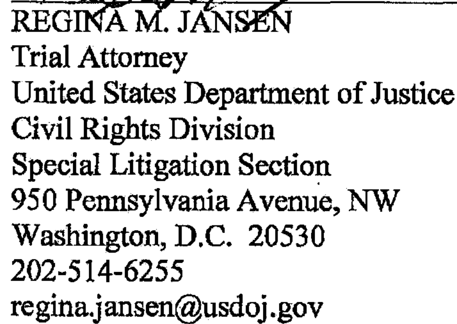
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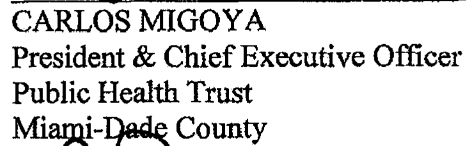
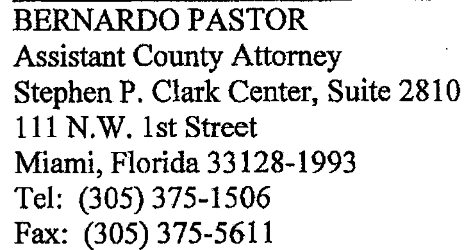
FOR THE DEFENDANTS MIAMI-DADE COUNTY:

HONORABLE CARLOS A. GIMENEZ
Mayor
Miami-Dade County



CARLOS MIGOYA
President & Chief Executive Officer
Public Health Trust
Miami-Dade County



By: ______________________________

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So ORDERED this ___________ day of __________________, 2013

____
United States District Court Judge

MIAMI-DADE COUNTY CONSENT AGREEMENT
APPENDIX A
Screening and Suicide Risk Assessment Factors, Triggers, and Thresholds

Screening Factors	**Assessment Factors**	**Trigger Events Occurring in the Jail**	**Thresholds Reached in the Jail**
History, Ideation and Observation			
Screening shall inquire as to the following: 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 inmate's potential suicidal risk	Any of the following: 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: a) Suicidal ideations within the past year with or without intent/plan b) Suicidal gestures (current and/or within past year) c) One or more of the following diagnoses: i) Bipolar Disorder, Depressed ii) Major Depression With or Without Psychotic Features iii) Schizophrenia iv) Schizoaffective Disorder v) Any diagnosis within the Pervasive Developmental Disorder Spectrum vi) Any other factor(s) determined by the interdisciplinary team (IDT) as contributing to suicide risk (e.g. recent loss, family history of suicide, etc.) 6. Any history of self-injurious behavior (SIB) resulting in injury requiring medical attention within the past year	1. Any suicide attempt 2. Any aggression to self resulting in major injury	1. Any suicide 2. Any suicide attempt resulting in outside medical treatment 3. Two or more episodes of suicidal ideation/attempts within 14 consecutive days 4. Four or more episodes of suicidal ideations/ attempts within 30 consecutive days