MEMORANDUM OF AGREEMENT
BETWEEN THE UNITED STATES AND SANTA FE COUNTY

TABLE OF CONTENTS

I. DEFINITIONS

II. INTRODUCTION

III. MEDICAL AND MENTAL HEALTH CARE

- A. Standard
- B. Medical and Mental Health Staffing and Professional Credentials
- C. Intake Medical and Mental Health Screening, Referral, and Assessment
- D. Access to Medical and Mental Health Services
- E. Emergency Care
- F. Continuity of Care and Access to Outside Providers
- G. Chronic Diseases
- H. Treatment of Female Inmates
- I. Drug and Alcohol Withdrawal and Detoxification
- J. Medication Management
- K. Mortality Reviews
- L. Supervision in the Medical Unit
- M. Infection Control

IV. SUICIDE PREVENTION

V. SECURITY AND SAFETY

- A. Inmate Supervision
- B. Grievances and Investigations
- C. Booking Area
- D. Inmate Classification
- E. Information Regarding Access to Constitutionally Required Services

VI. QUALITY MANAGEMENT

VII. STAFF TRAINING AND SUPERVISION

VIII. DOJ MONITORING OF AGREEMENT, TIME FRAME FOR SUBSTANTIAL COMPLIANCE, AND TERMINATION OF THE AGREEMENT

I. DEFINITIONS

For the purposes of this Memorandum of Agreement ("Agreement"),

A. "Clinical staff" means medical staff, nursing staff, and Emergency Medical Technicians ("EMTs") employed at the Santa Fe County Adult Detention Center ("the Detention Center").

B. "The County" means Santa Fe County and its elected officials, employees, agents, and Santa Fe County contractors responsible for the operation of and provision of services at the Detention Center.

C. "Health services staff" means any and all healthcare staff, who by virtue of license, credentials and/or training, provide health services at the Detention Center.

D. "Inmates" shall mean individuals detained at, incarcerated in, in the custody of, or confined at the Detention Center.

E. "Inmates with chronic disease" shall include, but are not limited to, those inmates who have been diagnosed with diabetes, hypertension, asthma, cardiac disease, Human Immunodeficiency Virus ("HIV") infection, viral hepatitis, and seizure disorder, and may include inmates with other chronic diseases.

F. "Medical staff" means licensed physicians, licensed physician's assistants, and licensed nurse practitioners employed at the Detention Center currently licensed to the extent required by the State of New Mexico to deliver those health services she or he has undertaken to provide.

G. "Mental health professional" means an individual employed at the Detention Center currently licensed to the extent required by the State of New Mexico to deliver those mental health services she or he has undertaken to provide.

H. "Nursing staff" means licensed registered nurses ("RNs") and licensed practical nurses ("LPNs") employed at the Detention Center employed at the Detention Center currently licensed to the extent required by the State of New Mexico to deliver those health services they have undertaken to provide. It does not include nurse's aides, certified nursing assistants, or EMTs.

I. "The parties" means the County and the United States.

J. "The Detention Center" means the Santa Fe County Adult Detention Center, an adult detention facility, sometimes called the Santa Fe County Correctional Facility, which is currently located at 4312 New Mexico Highway 14, Santa Fe, New Mexico, as well as any facility that is built to replace or supplement it. "The Detention Center" does not include alternatives to incarceration such as off-site drug and alcohol treatment centers, detoxification centers, outside mental health treatment facilities, or work release centers.

K. "Train," when the term is used in remedial provisions of this Agreement, means adequately instruct in the skills addressed, including assessment of mastery of instructional material.

II. INTRODUCTION

1. On March 20, 2002, the United States, through the Department of Justice ("DOJ"), notified the then-Chairman of the Santa Fe County Commission, Paul Duran, of DOJ's intent to investigate conditions of confinement at the Detention Center, pursuant to the Civil Rights of Institutionalized Persons Act ("CRIPA"), 42 U.S.C. § 1997, to determine whether those conditions violated inmates' constitutional rights.

2. In May 2002, the United States toured the Detention Center.

3. On March 6, 2003, the United States notified the County of its findings that certain conditions at the Detention Center violated inmates' constitutional rights and subjected them to harm: that the County was deliberately indifferent to inmates' serious medical and mental health needs; that persons confined at the Detention Center suffered harm or the risk of harm from deficiencies in the Detention Center's suicide prevention, fire safety and sanitation systems; and that the County failed to protect some inmates from harm and fails to provide inmates sufficient access to the courts and opportunity to seek redress of grievances.

4. The County denies the allegations set forth in the DOJ's findings letter of March 6, 2003. In particular, the County asserts that conditions at the Detention Center have never violated state or federal law or the constitutional rights of inmates. The County nonetheless cooperated throughout the course of the DOJ investigation and demonstrated a willingness to undertake measures to improve conditions at the Detention Center.

5. Nothing contained in this Agreement constitutes an admission that the County has ever violated the constitutional rights of any inmates, nor is it an admission that any prior or present policy, procedure, practice, event, circumstance, act or failure to act by the County, its elected officials, contractors, agents or employees violated the civil rights laws of the United States, failed to meet applicable federal or constitutional standards, or otherwise fell short of any standard of care imposed by law.

6. The parties enter into this Agreement for the purpose of avoiding the risks and burdens of litigation and in order to describe conditions both parties wish to see maintained at the Detention Center.

7. This Agreement is not intended to serve as an interpretation of law or to establish constitutional standards of care. The County is determined to provide cost effective custodial services, including medical care, to its inmates and to identify opportunities to improve the quality of that care beyond the strict constitutional minimum.

8. For a number of years, the Detention Center has been managed and operated by private corporations pursuant to contracts with the County. Since October 2001, Management and Training Corporation ("MTC") has managed the Detention Center. Inmates at the Detention Center also receive services provided by independent contractors other than MTC. MTC provides medical care and mental health services to inmates at the Detention Center pursuant to a subcontract. From October 1, 2001 through September 30, 2004, the provider with the subcontract to provide medical and mental health services was Physician's Network Associates ("PNA"). The provider with the subcontract to provide medical and mental health services from October 1, 2004 through September 30, 2005 is Correct Care Solutions.

9. Written agreements (between the County and MTC, and between MTC and its subcontractors) set forth the terms and conditions of the respective contractual relationships described in the preceding paragraph. The County is responsible for ensuring that future contracts with MTC or its successor, as well as any subcontracts entered during the term of this Agreement, both acknowledge the binding effect of this Agreement, and obligate the contracting party to implement its provisions. Notwithstanding the foregoing, nothing in this Agreement or in any contract hereafter executed by the County with any manager or operator of the facility, shall abrogate the County's responsibility to ensure compliance with this Agreement.

10. The parties acknowledge that the County already has policies that address areas described in this Agreement. The County will revise and/or develop as necessary its current policies, procedures, protocols, training materials and practices to ensure that they are consistent with, incorporate, address, and implement all provisions of this Agreement. The County shall revise and/or develop as necessary other written documents such as screening tools, logs, handbooks, manuals and forms, to effectuate the provisions of this Agreement.

11. The parties to this Agreement do not intend to create in any non-party the status of third party beneficiary. This Agreement shall not be construed so as to create a private right of action to any non-party against the County or the United States. The rights, duties and obligations contained in this Agreement shall only bind the parties to this Agreement.

III. MEDICAL AND MENTAL HEALTH CARE

A. Standard

12. Serious Medical and Mental Health Needs The County shall provide adequate services to address the serious medical and mental health needs of all inmates.

B. Medical and Mental Health Staffing and Professional Credentials

13. Medical Director The medical director of the Detention Center shall be a qualified, licensed physician, shall supervise all clinical practices and medical policy development at the facility, and shall communicate problems and resource needs to the Warden. The medical director of the Detention Center shall have ultimate responsibility for supervising clinical decision-making.

14. Psychiatrist Staffing The County shall retain a psychiatrist for a sufficient number of hours per week to see patients, prescribe psychotropic medications, develop individualized treatment plans for inmates with serious mental health needs, supervise care provided by other

mental health practitioners at the facility, review charts, review the results of diagnostic and laboratory tests, and review policies, procedures, and protocols. The psychiatrist shall take a lead role in mental health services management as well as clinical treatment, shall communicate problems and resource needs to the Warden, and shall serve as the ultimate clinical authority at the facility for mental health care.

15. Physician Staffing Physician staffing shall be sufficient to provide adequate care for patients, review policies, procedures and protocols, supervise care provided by lower level practitioners including chart review, and participate in quality improvement and infection control programs.

16. Health Services Staffing Health services staffing levels shall be sufficient to provide adequate treatment for inmates' serious medical and mental health needs by qualified and trained health services and mental health professionals. Appendix A sets forth the required staffing minima for registered nurses, psychiatrist, physician, and other medical and mental health staff.

17. Scope of Practice All persons providing medical or mental health care shall meet applicable state licensure and/or certification requirements. Health services staff shall not practice outside the scope of their licensure and training.

18. Health Services Staff Training The County shall train medical and mental health staff sufficiently to perform their duties at the Detention Center in accordance with this Agreement. This training shall include guidance to ensure that staff do not practice outside the scope of their licensure, and that they refer inmates with serious medical and mental health needs for care by those qualified to treat such needs.

19. Correctional Officer Identification of and Response to Urgent Medical and Mental Health Needs The County shall develop and implement policies and procedures for correctional officers to refer inmates who exhibit signs and symptoms of urgent medical or mental health need including intoxication and withdrawal for appropriate medical or mental health attention. The County shall make best efforts to train all correctional officers who work with inmates to provide first aid-responder assistance in an emergency situation (CPR, valve resuscitation and how to address serious bleeding). The County shall ensure that trained staff are available to respond in a timely fashion to any medical emergency at the facility. The County shall provide all personnel who have inmate contact with the necessary protective gear (including rubber gloves and protective mouth shields) to provide first line emergency response. The County shall train all correctional officers who work with inmates to understand and identify signs and symptoms of drug and alcohol withdrawal and other urgent medical and mental health needs.

C. Intake Medical and Mental Health Screening, Referral and Assessment

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

21. Correctional Officer Booking Screening The County shall provide for trained correctional officers to ask inmates in a reasonably private setting at the time of booking questions covering important medical and mental health topics that may indicate need for immediate or prioritized care. Appendix B contains a list of topics to be covered during screening. Inmates who screen positively for any of these items shall be referred for immediate or prioritized screening by the intake nurse or other health care staff as appropriate. Correctional officers

supervising newly arrived inmates shall physically observe the conduct and appearance of these inmates to determine whether they have a more immediate need for medical or mental health attention prior to their initial health screenings by clinical staff.

22. Initial Clinical Health Screening The County shall provide for initial clinical health screening by clinical staff for new inmates and inmates transferring from other correctional institutions within forty eight (48) hours of each inmate's arrival at the facility. The County shall ensure that staff performing initial health screenings are trained to complete the assessments. For this initial health screening, clinical staff shall record and seek the inmates' cooperation to provide: (1) medical, surgical, and mental health history, including current or recent medications; (2) current injuries, illnesses, evidence of trauma, and vital signs, including recent alcohol and substance use; (3) history of substance abuse and treatment; (4) pregnancy; (5) history and symptoms of communicable disease; (6) suicide risk history; and (7) history of mental health treatment, including medication and hospitalization. Staff shall attempt to elicit the amount, frequency and time of the last dosage of medication from every inmate reporting that he or she is currently or recently on medication, including psychotropic medication. This initial health screening information shall promptly become part of an inmate's medical record.

23. Unified Medical Record Staff shall retrieve all retrievable medical and mental health records from an inmate's previous period of incarceration at the Detention Center (where the record can be positively matched to the inmate) prior to the inmate's next medical or mental health encounter after the clinical health screening, and shall consolidate them with the inmate's current medical record. The County shall maintain unified medical, dental and mental health records. All records shall be timely filed in patients' medical charts. For purposes of this agreement, "timely

filed" means within ten (10) days of receipt, review, creation, or use, except for Medication Administration Records, which shall be filed within ten (10) days of the end of a month. Laboratory reports shall be timely reviewed by the appropriate health services staff, filed within three (3) days of receipt, and noteworthy results reported to inmates as medically appropriate.

24. Outside Medical Records For inmates with chronic diseases, pregnancy or mental illnesses, if a member of the medical staff or a mental health professional requests retrieval of outside medical records, the County shall request a release of information from the inmate and if granted, shall send a request for the inmate's treatment records to current treatment providers identified by the inmate within two days.

25. Tuberculosis ("TB") Testing As part of the fourteen day health assessment, the County shall routinely perform on all inmates a tuberculin skin test (i.e. Mantoux "PPD"), unless such test is unnecessary (i.e. history of prior positive tests) or medically contra-indicated according to Centers for Disease Control ("CDC") Guidelines. The County shall read the PPD forty-eight (48) to seventy-two (72) hours after placement of the PPD. Within 72 hours of determining that an inmate's PPD test is positive, the County shall schedule an appointment for a chest x-ray of the inmate. The County shall ensure that inmates are transported to the scheduled appointment. The County shall follow CDC guidelines, in effect on the date this Agreement is executed, for management of inmates with TB infection, including providing prophylactic medication when medically appropriate. The County will consider implementing subsequently revised CDC guidelines. Inmates who exhibit symptoms of contagious TB shall be housed in the health services unit until they may be transferred to another facility or location where respiratory isolation is

available. The facility shall provide for infection control and for the safe housing and transportation of such inmates.

26. Screening, Testing and Treatment of Communicable Diseases The County shall develop and implement a policy for STD screening, testing, and treatment that is consistent with community standards and appropriate to the inmate population of the Detention Center. The policy shall be implemented within 120 days of the date this Agreement is executed.

27. Refusal to Participate In the event an inmate refuses to cooperate voluntarily in the screening, records retrieval and/or test(s) referred to in paragraphs 22, 24, 25, and/or 26, after the inmate is advised of the importance to the inmate's health needs, the inmate will be asked to sign a refusal form, which shall be maintained in the inmate's health record. If the inmate refuses to sign, such refusal shall be documented by Health Services Unit personnel. If the inmate is exhibiting symptoms of contagious disease, the County shall take steps medically appropriate to maintain the safety of other inmates and staff.

28. Continuity of Medication at Intake The County shall implement a medication continuity system so that incoming inmates' medication for serious medical needs can be obtained in a timely manner, as medically appropriate when medically necessary. Within twenty-four hours of an inmate's arrival at the facility, or sooner if medically necessary, the County shall decide whether to continue the same or comparable medication for serious medical needs as an inmate reports on arrival that she or he has been prescribed. If the inmate's reported medication is discontinued or changed by medical staff, medical staff shall evaluate the inmate face-to-face as soon as medically appropriate. The County shall develop and implement a protocol and screening

tool to guide health services staff in gathering necessary information and present such information to medical staff for medication continuity decisions.

29. Expedited Referral for Medical and Mental Health Needs When the initial clinical health screening indicates that an inmate has acute health or mental health needs the County shall provide timely care by trained and licensed medical staff, registered nurses, or mental health professionals as soon as medically necessary, but no later than twenty-four (24) hours after the initial health screening. The County shall schedule individuals with chronic health or mental health needs and those who are pregnant but who present in a stable condition to be seen by medical staff or mental health professionals as soon as medically necessary. Incoming inmates who present with current risk of suicide or other acute mental health needs will be immediately referred for a mental health evaluation by a mental health professional. Staff will observe such inmates until they are seen by mental health professionals. Incoming inmates reporting these conditions will be housed under appropriate conditions in the Health Services Unit unless and until a mental health care professional clears them for housing in segregation or with the general population.

30. Fourteen Day Health Assessment The County shall perform full physical and mental health assessments for each inmate within fourteen (14) days of an inmate's arrival at the Detention Center, unless the County knows that an inmate will be incarcerated for fewer than thirty (30) days. For inmates incarcerated for fewer than 30 days, the County shall conduct the testing required by paragraph 25. The assessment shall include a comprehensive medical history, physical examination, mental health history, and current mental health status examination. Qualified health services staff may gather health history and vital signs from an inmate. The physical examination

shall be conducted by medical staff or registered nurses. Records documenting the assessment and results shall become part of each inmate's medical record. A re-admitted inmate or an inmate transferred from another facility who has received a documented full health assessment within the previous three months and whose receiving screening shows no change in the inmate's health status need not receive a new full physical health assessment. For such inmates, qualified personnel shall review prior records and update tests and examinations as needed.

31. Comprehensive Mental Health Evaluation The County shall ensure that inmates identified in the intake mental health screening process, a mental health assessment, or otherwise referred for mental health services receive a comprehensive mental health evaluation from a mental health professional licensed and trained to diagnose, within twenty four (24) hours of referral for an expedited comprehensive evaluation, or seventy-two (72) hours of referral for a routine comprehensive evaluation. The comprehensive mental health evaluation shall include a recorded diagnosis section, including a standard five-Axis diagnosis from DSM-IV-TR, or subsequent Diagnostic and Statistical Manual of the American Psychiatric Association. If mental health staff find a serious mental illness, they shall treat appropriately. The County shall review available information regarding any diagnoses made by the inmate's community or hospital treatment provider.

D. Access to Medical and Mental Health Services

32. Access to Medical and Mental Health Services Initial paper screening of medical and mental health care request slips shall be conducted within twenty-four (24) hours of health services staff's receipt and may be conducted by an LPN or EMT. All inmates who submit medical care request slips indicating the need for clinical judgment and/or physical assessment

shall be seen by medical staff or registered nurses as soon as medically necessary. Registered nurses performing acute care shall be guided by physician approved nursing protocols that are updated annually, and shall consult with or refer patients to the on-call medical staff as appropriate. Medical care requests that do not indicate the need for clinical judgment and/or physical assessment may be handled by LPNs. The County shall develop and implement a protocol guiding the distinction between those medical care request slips that require face-to-face services and those that do not. Written requests for mental health services shall be forwarded to a mental health professional and timely evaluated by him or her. Notwithstanding the foregoing, the health services worker forwarding sick call slips to mental health providers shall respond to any apparently emergent need in accord with paragraphs 36 and 38.

33. Acute care policies, procedures and practices The County shall ensure that its acute care policies, procedures, and practices address and guide the following: (1) written medical and mental health care request slips available in English and Spanish; (2) a confidential collection method in which the request slips are collected by health services staff seven days per week; (3) a logging procedure to record the date and summary of each request for acute care, the date the inmate was seen and the name of the person who saw him or her, the disposition of the medical or mental health visit (e.g., referral; whether inmate scheduled for acute care visit), and if follow up care is necessary, the date and time of the inmate's next appointment; (4) opportunity for illiterate inmates and inmates who have physical or cognitive disabilities to access medical and mental health care; (5) opportunity for all inmates, irrespective of primary language, to access medical and mental health care; and (6) recording of results of the medical or mental health care request in the inmate's medical record.

34. Rounds Mental health professionals shall make monthly rounds in the housing units to identify inmates who may have mental health needs but who have not accessed mental health services through the sick call system.

35. Segregation Appropriately trained clinical staff shall conduct documented rounds in disciplinary, administrative, and protective custody segregation areas of the facility at least two times per week, and mental health professionals shall conduct documented rounds at least once per week, in order to address the serious medical and mental health needs of segregated inmates. Inmates submitting sick call requests in segregation may also access the sick call system in accordance with the system developed and implemented pursuant to paragraph 33. The County shall ensure that inmates in segregation have adequate opportunities to contact and discuss health and mental health concerns with clinical staff and mental health professionals in a setting that affords as much privacy as security will allow. The County shall ensure that clinical staff who conduct rounds in segregation are trained to identify the need for mental health services and make appropriate referrals.

36. Expedited Referral The County shall ensure that inmates requesting mental health services, inmates who become suicidal, inmates who are referred for mental health services by correctional officers, and inmates who develop serious mental illness while incarcerated, are evaluated and treated timely, irrespective of the manner in which the services are requested. Mental health professionals shall be provided with up-to-date housing lists of inmates to ensure continuity of care.

E. Emergency Care

37. Response to Emergencies The County shall train correctional officers to recognize and respond to medical and mental health emergencies and shall ensure that inmates with emergency medical or mental health needs receive timely and appropriate care within the facility, and are promptly referred and transported for outside care when the facility is unable to provide appropriate care.

F. Continuity of Care and Access to Outside Providers

38. Recovering Inmates and Inmates Unable to Care for Themselves The County shall ensure that inmates who need skilled nursing services or assistance with activities of daily living shall receive medically appropriate care. All inmates returning to the facility after surgery or hospital treatment and inmates who cannot care for themselves shall be seen immediately by medical staff and placed or treated as medically appropriate upon return to the facility.

39. Access to Specialty Care The County shall ensure that inmates whose serious medical or mental health needs go beyond the services available at the Detention Center shall receive timely referral to appropriate medical or mental health care professionals qualified to meet their needs. The County shall ensure that inmates who have been referred for outside specialty care by the medical staff or another specialty care provider are scheduled for timely outside care appointments and transported to their appointments. Inmates awaiting outside care shall be seen by medical staff as medically necessary to evaluate the current urgency of the problem and respond as medically appropriate. The County shall seek to obtain records of care and diagnostic tests received during outside appointments in a timely fashion and include such records in the inmate's medical record or document the inmate's refusal to cooperate and release medical records.

Following a visit to an outside specialist, medical staff, mental health staff, or a dentist shall review information and documentation available from the visit and provide reasonable follow-up care.

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

41. Mental Health Services Log The County shall maintain an updated log of inmates receiving mental health services, which shall include both those inmates who receive counseling and those who receive medication. The log shall include each inmate's name, diagnosis or complaint, and next scheduled appointment.

G. Chronic Diseases

42. Clinical Guidelines The County shall develop or adopt existing written updated clinical guidelines for chronic diseases, consistent with nationally accepted guidelines, and implement such guidelines to provide appropriate diagnosis, monitoring, treatment and continuity of care.

43. Chronic Disease Log The County shall maintain an updated log of inmates with chronic illness. The County shall keep records of all care provided to inmates diagnosed with chronic illnesses in the inmate's individual medical record.

H. Treatment of Female Inmates

44. Treatment Guidelines The County shall develop and implement written guidelines for medical care specifically for women, including screening for pregnancy, and gynecological and

obstetric care. The County shall implement timely and appropriate care for pregnant women as medically indicated, including discharge planning. The County will work with and refer pregnant inmates to community providers capable of developing individual treatment plans and assisting with discharge planning. In such cases, the County shall facilitate treatment planning and implement those responsibilities assigned to the County under the plan subject to reasonable security considerations.

I. Drug and Alcohol Withdrawal and Detoxification

45. Drug and Alcohol Withdrawal Identification and Treatment The County shall ensure that all inmates demonstrating symptoms of drug and alcohol withdrawal are timely identified. The County shall provide appropriate treatment, housing and medical supervision for drug and alcohol withdrawal.

J. Medication Management

46. Access to Appropriate Medication The County shall ensure that inmates have timely access to necessary medications for known serious medical or mental health conditions. The County shall develop and implement a plan to ensure that off-formulary medications may be requested, approved, received, and administered within a reasonable period after determination by medical staff that such medication is medically necessary to treat a serious medical or mental health condition. The plan shall include a provision for expedited access to and administration of off-formulary medications when medically necessary. During the term of this Agreement, the County shall log all requests for approval of off-formulary medications, the dates of the request and approval or denial, the reasons for any denial, and the date the inmate began receiving the medication.

47. Delivery and Continuity The County shall ensure continuity of medication by ensuring regular and timely distribution and documentation of medication to all inmates, including: access to medication in emergencies and on weekends; contemporaneous documentation and monitoring of dosages dispensed and received and documentation of refusals and no-shows; timely recording of medication records in patients' individual files; and recording and monitoring of medication errors. The County shall track refusals of medication and no-shows to be reviewed in its quality assurance program, and shall take appropriate corrective measures if the review evidences problems in medication distribution.

48. Prescribing Practices Only qualified medical staff shall prescribe medications. The only exceptions shall be following written protocols for immunizations or life-threatening emergencies. Except for renewals, inmate patients shall have a face-to-face evaluation by the prescribing clinician within seventy-two (72) hours of the telephone prescription order, for medications prescribed for serious medical or mental health illnesses or symptoms.

49. Medication Administration Records The County shall provide for complete patient-specific medication administration records for all individually administered medications. For keep-on-person medications, the County shall record delivery of the medication. The County shall document inmates' refusal to take individual dose prescription medication or receive keep-on-person medication.

50. Discharge Medication and Information When the County has advance notice of the discharge of inmates with serious medical or mental health needs from detention, the County shall provide such inmates with at least a seven (7) day supply of appropriate prescription medication, unless a different amount is medically appropriate, to serve as a bridge until inmates can arrange

for continuity of care in the community. The County shall supply sufficient medication for the period of transit for inmates who are being transferred to another correctional facility or other institution. The County shall prepare and send with transferring inmates a transfer summary detailing major health problems and listing current medications and dosages, as well as medication history while at the Detention Center. The County shall ensure that information about potential release or transfer of inmates is communicated to health services staff as soon as it is available to the County.

K. Mortality Reviews

51. Autopsy The County shall request an autopsy for every inmate who dies while in the custody of the Detention Center.

52. Mortality Reviews The County shall conduct a mortality review for each inmate death while in custody. Mortality reviews shall involve physicians, nurses, and other relevant Detention Center personnel and shall seek to determine whether there was a pattern of symptoms which might have resulted in earlier diagnosis and intervention. The mortality review shall analyze the circumstances surrounding the death. The County shall obtain any autopsy reports and related medical data or shall document the unsuccessful attempts to obtain them. The County shall address any problems with care or access to care that occurred, through training, policy revision and any other appropriate measures.

L. Infection Control

53. Infection Control Plan The County shall develop and implement an infection control plan that addresses blood borne and airborne hazards and infections spread through contact. The

plan shall include provisions for the identification, treatment, and control of Methicillin-resistant Staphylococcus Aureus ("MRSA") at the Detention Center.

54. Airborne infection The airborne infection control plan shall include comprehensive procedures for screening, diagnosis, containment and prevention, following appropriate recommendations of the Centers for Disease Control and Prevention for correctional facilities. The County shall consider any future recommendations of the Centers for Disease Control and Prevention governing the control of airborne infection in correctional facilities.

55. Training The County shall train staff and inmate workers regarding measures necessary to prevent the spread of blood borne and airborne pathogens and infections spread through contact.

56. Hazardous waste The County shall appropriately dispose of hazardous and medical waste.

57. Toilet paper The County shall provide inmates with adequate amounts of toilet paper.

58. Laundry The County shall develop and implement a system for laundering inmates' clothing and linens in a manner that prevents spread of infection.

IV. SUICIDE PREVENTION

59. Policy The County shall revise existing suicide prevention policies as necessary to include: (1) staff training; (2) identification and screening of potentially suicidal inmates; (3) appropriate housing for suicidal inmates; (4) effective watch procedures, durations and conditions of monitoring; (5) suicide intervention procedures; and (6) receipt and transmission to appropriate persons of reports of inmate suicidal behavior and information needed to protect suicidal inmates.

60. Training The County shall train clinical, mental health and correctional officer staff who have inmate contact regarding: (1) the warning signs and symptoms of inmates at risk of suicide; (2) why correctional environments are conducive to suicidal behavior; (3) high-risk suicide periods; (4) potential predisposing factors to suicide; (5) procedure and methods for responding to inmates who exhibit such risk; (6) observation techniques; (7) searches of inmates who are placed on suicide watch; (8) emergency procedures for responding to a suicide attempt; (9) location and use of cut-down tools and other emergency response supplies; and (10) how to refer inmates with mental health needs for appropriate care. All facility staff who have inmate contact shall have initial training and refresher trainings every two years.

61. Suicide Watch The County shall revise as necessary policy, procedures and practices to ensure that inmates placed on suicide watch are supervised sufficiently to maintain their safety and to address the following requirements. When staff initially place an inmate on observation, the inmate shall be strip searched and monitored until a mental health professional conducts a suicide risk assessment, determines the degree of risk, and writes appropriate orders. Such orders may include assignment of a specially trained inmate to monitor an inmate on suicide watch, as a supplement to sufficient correctional officer supervision only. On a case-by-case basis, it may be acceptable to order the housing of two suicidal inmates in the same cell. Until such assessment, inmates shall be placed in gowns recommended and approved for use with suicidal patients. Mental health staff shall provide services initially as soon as possible and then as medically appropriate to all inmates on suicide watch Monday through Friday. Mental health trained registered nurses may provide this function on weekends. On-call mental health staff shall respond as necessary to provide care to inmates newly placed on suicide watch on the weekends. Inmates

shall only be removed from suicide watch after approval by mental health staff after a suicide risk assessment indicates it is safe to do so. Mental health staff shall write appropriate discharge orders, including treatment recommendations and required mental health follow-up. The County shall revise observation logging procedures and practices to ensure that sufficiently detailed information about an inmate's suicide watch is recorded at appropriate intervals. At the time of placement on suicide watch, medical or mental health staff shall write orders setting forth the conditions of the watch, including but not limited to allowable clothing, property, and utensils. These conditions shall be altered only on the written instruction of the mental health staff, except under emergency circumstances.

62. Location of Suicide Watch The County shall review and alter as necessary one medical area cell for inmates to be placed for suicide watch, ensuring that physical features that could aid in completion of a suicide are altered or removed, and that staff conducting suicide watch can see every point in the room. Only cells in the medical area shall be used for suicide watch. On occasions when more than one inmate must be placed on suicide watch at the same time, the County shall institute precautions to maintain the safest environment possible for those inmates, and ensure adequate supervision.

63. Risk Assessment The County shall ensure that any inmate showing signs and symptoms of suicide is assessed using an appropriate suicide risk assessment instrument.

V. SECURITY AND SAFETY

A. Inmate Supervision

64. Correctional personnel The County shall staff the master control center; each housing unit, including administrative and disciplinary segregation; booking; the kitchen area and the

medical area with adequate correctional personnel to protect inmates from unreasonable risks of harm. Staff may be aided by appropriate monitoring equipment maintained in working order.

65. Monitoring equipment The County shall maintain in working order all monitoring equipment at the Detention Center.

B. Grievances and Investigations

66. Filing of grievances The County shall develop and implement an effective inmate grievance system, ensure that grievances may be filed confidentially where the filing of such grievance might expose the inmate or a third party to imminent danger. The County shall also ensure that grievances receive appropriate follow-up, including informing the grievant of its outcome and tracking implementation of resolutions.

67. Investigations The County shall develop and implement policies, procedures and practices regarding internal investigations to ensure that management has a mechanism for identifying problems and appropriate remedies. The County shall maintain staffing sufficient to meet such internal investigation responsibilities.

C. Booking Area

68. Safety The County shall provide for the safety and security of inmates in the booking area. The booking area shall not be used for protective custody, administrative segregation, punitive segregation or other special custody status detention, absent emergency circumstances, but may be used for temporary detention of intoxicated individuals pursuant to New Mexico Statutes Annotated (NMSA), NMSA 1978 §§ 43-2-2 through 43-2-22.

69. Hygiene The County shall provide inmates detained in the booking area with appropriate shower opportunities.

D. Inmate Classification

70. Classification System The County shall develop and implement an appropriate classification system to protect inmates from unreasonable risk of harm. Inmates shall be timely classified and placed in housing appropriate for security and safety. The County shall use best efforts to anticipate periods of unusual intake volume and schedule sufficient classification staff to timely classify inmates.

E. Information Regarding Constitutionally Required Services

71. Access to Information Regarding Constitutionally Required Services The County shall ensure that newly admitted inmates receive information they need to comply with facility rules and regulations, be protected from harm, report misconduct, access medical and mental health care and seek redress of grievances.

VI. QUALITY MANAGEMENT

72. Quality Assurance System The County shall develop and implement quality assurance policies, procedures and practices to evaluate and make necessary changes to medical and mental health care, suicide prevention, security and safety at the facility.

VII. STAFF TRAINING AND SUPERVISION

73. Training Regarding this Agreement The County shall provide training and supervision to staff sufficient to implement the provisions of this Agreement.

VIII. DOJ MONITORING OF AGREEMENT, TIME FRAME FOR SUBSTANTIAL COMPLIANCE, AND TERMINATION OF THE AGREEMENT

74. Termination This Agreement shall terminate three years from the date this Agreement is executed by the parties. The Agreement may terminate sooner pursuant to paragraphs 75-80 below.

75. Satisfaction of the Agreement, Early Termination and Stipulation of Dismissal "Substantial Compliance" with each and every term of this Agreement for a period of nine months shall fully satisfy the Agreement. Noncompliance with mere technicalities, or temporary failure to comply during a period of otherwise sustained compliance, shall not constitute failure to maintain substantial compliance. At the same time, temporary compliance during a period of otherwise sustained noncompliance shall not constitute substantial compliance. This Agreement may be terminated prior to the conclusion of the three year period described in paragraph 74 if the County demonstrates that it has reached substantial compliance with all provisions of this Agreement and has sustained it for nine months. After substantial compliance with all provisions of this Agreement for a period of nine months, the DOJ and the County will execute a Termination of Agreement that confirms that the commitments contained in this Agreement have been satisfied and which relieves the parties from further monitoring and reporting. The termination document shall contain the following statement: "The DOJ agrees that termination of this Agreement is appropriate. There is no current pattern or practice of the County or its contractors violating the inmates' constitutional rights addressed in our Agreement at the Santa Fe County Adult Detention Center."

76. Review and Approval All policies, procedures, plans and protocols required by or referenced in this Agreement shall be submitted to the United States for review and approval within ninety (90) calendar days of the execution of this Agreement. Other written documents described in paragraph 10 shall be developed and submitted within one hundred eighty (180) days of the date this Agreement is executed by the parties. The United States shall provide written guidance to the County, including specific explanations as to how the provisions, policies, procedures and other written documents are inconsistent with the terms of the Agreement, and shall suggest revisions, within sixty (60) calendar days of the date they are received, from the County, absent exceptional circumstances. All policies and procedures shall be deemed approved unless objected to in writing as provided herein. In the event that the United States asserts that policies, procedures, and other written documents are not in compliance with the terms of this Agreement, the parties will agree to a schedule for the parties' experts to communicate and for the County to submit revisions. If, after the policies, procedures, and practices affected by this Agreement are implemented, either of the parties determines that a policy, procedure, protocol, plan or practice, as implemented, fails to effectuate the terms of this Agreement, the County shall consult with the United States and revise the policy, procedure or practice as necessary to effectuate the terms of this Agreement. The County shall maintain sufficient records to document its compliance with all requirements of this Agreement.

77. Implementation The County shall implement policies, procedures, plans and protocols approved by the United States within ninety (90) calendar days of notice of approval, to the extent that such policies have not already been implemented.

78. Compliance Reporting The County shall prepare and submit to the United States reports regarding compliance with each paragraph containing substantive requirements in articles III through VII of this Agreement. The County shall submit the first report within one hundred and twenty (120) days of the date this agreement is executed until substantial compliance is reached or the Agreement terminates pursuant to paragraph 74. The reports shall include a summary of steps taken to implement the Agreement, along with supporting documentation and certifications. Upon achieving substantial compliance as determined by DOJ with any substantive paragraph(s) of this Agreement for nine months, no further reporting shall be required on that paragraph.

79. Certification of Compliance The County may at its option submit to the United States a written certification of compliance with any substantive paragraph(s) of this agreement by facsimile or overnight delivery. The certification shall provide evidence of compliance. If representatives of the United States do not provide written objection to such certification within forty-five (45) calendar days of receipt, the County will be deemed in substantial compliance with the specified paragraph(s) beginning on the date of delivery of the certification.

80. Compliance Monitoring DOJ representatives of the United States, including its experts, may conduct periodic on-site compliance monitoring tours. The dates and duration of each on-site compliance monitoring visit shall be determined by DOJ representatives in consultation with the County. The County shall provide DOJ representatives with reasonable access to inmates and staff, documents, and information relating to implementation of this Agreement. DOJ shall have the right to conduct confidential interviews with inmates, and to conduct interviews with facility staff outside the presence of other staff or supervisors. To the extent that the County proceeds in good faith to implement the terms outlined in this Agreement,

DOJ shall conduct exit interviews on the final day of each monitoring tour and shall provide the County with any written reports completed by DOJ experts regarding the Detention Center. DOJ shall identify any deficiencies promptly following the monitoring tours.

81. Scope of Compliance Neither the DOJ nor its experts shall add provisions or expand the scope of this Agreement in any manner.

82. Non-compliance If after reasonable notice to the County and an opportunity to cure any deficiencies identified in writing, the United States determines that the County has not substantially complied with this Agreement, the United States may pursue litigation against the County. Notwithstanding the foregoing, the United States reserves the right to file a complaint against the County at any time if it believes the County is not making a good faith effort to substantially comply with this Agreement. The United States shall give the County fourteen (14) calendar days' written notice before filing such a complaint.

83. Confidentiality Any information or documents obtained pursuant to this Agreement shall not be disseminated, except as provided by law, to any person not a party (or an employee or contractor of a party) to this Agreement. In the event of a request under the Freedom of Information Act ("FOIA"), or any other statute or provision of law, by a third party for disclosure of any information or documents provided by the County to the United States, the United States will assert all applicable exemptions from disclosure permitted by law. Additionally, the United States will notify the County of any such request if the United States intends to disclose any documents.

84. Disputes Should the County disagree with the DOJ or its experts' recommendations or findings regarding substantial compliance, the County may retain its own expert(s). The parties' experts will thereafter confer in an attempt to reach agreement. In the event that the parties are

unable to reach agreement, the parties' experts will select a neutral third party expert. The parties agree to be bound by the opinion of this third party expert concerning the issues upon which he or she is asked to make findings.

85. Successors This Agreement shall be binding on all successors, assignees, employees, and all those working for or on behalf of the County.

86. Defense of Agreement The parties agree to defend the provisions of this Agreement. The parties shall notify each other of any court challenge to this Agreement. In the event any provision of this Agreement is challenged in any local or state court, removal to a federal court shall be sought.

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

88. Unforeseen Delay If any unforeseen circumstance occurs which causes a failure to timely carry out any requirements of this Agreement, the County shall notify DOJ in writing as soon as possible, but no later than 20 calendar days of the time that the County becomes aware of the unforeseen circumstance and its impact on the County'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. The County shall implement all reasonable measures to avoid or minimize any such failure.

89. Non-Retaliation The County agrees that it shall not retaliate against any person because that person has filed or may file a complaint, provided information or assistance, or participated in any other manner in an investigation or proceeding relating to this Agreement.

90. Severability In the event 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.

91. Notice "Notice" under this Agreement shall be provided overnight delivery and shall be provided to the Chair of the Board of County Commissioners of Santa Fe County and to the Santa Fe County Attorney.

92. Subheadings All subheadings in this Agreement are written for convenience of locating individual provisions. If questions arise as to the meanings of individual provisions, the parties shall follow the text of each provision.

For the United States:

R. ALEXANDER ACOSTA
Assistant Attorney General
Civil Rights Division

BRADLEY J. SCHLOZMAN
Deputy Assistant Attorney General
Civil Rights Division

SHANETTA Y. CUTLAR
Chief
Special Litigation Section

MARK S. MASLING
Deputy Chief
Special Litigation Section

DANA L. SHOENBERG
Senior Trial Attorney
LISA S. GRAYBILL
Trial Attorney
KERRY A. KRENTLER
Trial Attorney
U.S. Department of Justice
Civil Rights Division
Special Litigation Section
950 Pennsylvania Avenue, NW
Washington, D.C. 20530
(202) 514-6255

For Santa Fe County:

PAUL D. CAMPOS
Chairman
Santa Fe County
Board of County Commissioners

GREG SOLANO
Sheriff
Santa Fe County

STEPHEN C. ROSS
Santa Fe County Attorney
GRACE PHILIPS
Assistant County Attorney
102 Grant Avenue
Santa Fe, NM 87501
(505) 986-6279

APPENDIX A

Medical staffing

Nursing

(12) hours on-site registered nurse coverage daily.

Mid-level practitioner

Minimum of forty (40) hours per week on-site nurse practitioner or physician's assistant.

Scheduling of clinical staff

Hours of registered nurses, nurse practitioners and physicians' assistants shall be scheduled so that at least one of those professionals is at the facility sixteen (16) hours per day, five (5) days per week, during the hours when there is the most inmate activity.

The remaining eight (8) hours of each weekday and the remaining twelve (12) hours per day on weekends may be covered by LPNs.

Physician

Minimum of sixteen (16) hours on-site physician per week, or, in the alternative, physician is on-site at the facility at least portions of four days per week. Physician must fulfill all responsibilities outlined in **paragraphs 13 and 15.**

Physician emergency on-call

24-hour daily on-call physician coverage.

Mental Health Staffing

Psychiatrist

Minimum of twelve (12) hours of on-site psychiatrist per week, or, in the alternative, on-site psychiatrist at least portions of three (3) days per week. Half of the "on-site" hours may be accomplished through video conferencing. Psychiatrist must fulfill all responsibilities outlined in **paragraph 14.**

Psychiatrist emergency on-call

24-hour daily on-call psychiatrist coverage.

Other Mental Health Staff

Daily mental health care staff present from 8 a.m. to 5 p.m. Monday through Friday.

On-call Mental Health Coverage

24 hours on weekends

APPENDIX B

Topics to be covered in intake medical questioning include whether inmates:

- have any current health problems or are pregnant;
- are on or have recently been on any medications;
- have previously attempted suicide;
- are thinking about or planning to commit suicide;
- have a history of psychiatric hospitalization or treatment;
- hold a position of respect in the community;
- currently are feeling helpless or hopeless;
- are under the influence of any substance.

Officers shall also observe whether inmates:

- appear to be unusually embarrassed, ashamed or upset;
- are acting in a strange manner such as hearing or seeing things that are not there;
- appear to be under the influence of drugs or alcohol.