

DRAFT

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

INMATES OF THE INDIANA STATE)	
FARM, <i>et al.</i> ,)	
)	
Plaintiffs,)	
)	
v.)	No. IP 82-477-C-M/S
)	
FRANK O'BANNON, <i>et al.</i> ,)	
)	
Defendants.)	

**STIPULATION OF THE PARTIES TO ENTER INTO PRIVATE AGREEMENT
RESOLVING ALL PENDING MATTERS AFTER NOTICE TO THE CLASS**

Come now the parties, by their counsel, and stipulate and agree as follows:

Introduction

1. This is an action for injunctive and declaratory relief that was resolved by an Agreed Entry in 1986 that has been followed by a number of other stipulations concerning various aspects of institutional life at the penal institution currently called the Putnamville Correctional Facility, formerly called the Indiana State Farm.
2. This action has been certified as a class action pursuant to Ruler 23(a) and (b)(2) of the Federal Rules of Civil Procedure. The class is defined as all persons who are or may in the future be incarcerated at the Indiana State Farm.
3. On October 15, 1996 defendant moved this Court to terminate all prospective relief in this cause pursuant to the Prison Litigation Reform Act, 18 U.S.C. §3626(b)(2).

4. Following this Motion, the Court entered a stay of all prospective relief pursuant to 18 U.S.C. §3626(e).

5. The parties are desirous of resolving all pending issues in this case and wish to do so through use of a private agreement as specified in the Prisoner Litigation Reform Act, 18 U.S.C. §3626(c). The parties acknowledge that such agreements are not subject to enforcement under federal law although they are enforceable under state law as breaches of contract. *Id.*

6. Accordingly, to the extent that the parties agree to the terms and conditions as set forth below, this is deemed to be a private agreement under the Prisoner Litigation Reform Act.

7. The parties agree that notice of this Private Agreement must be given to the class as required by Rule 23(e) of the Federal Rules of Civil Procedure, as more fully specified in Paragraph 17 below.

8. The parties agree that if the trial court ultimately finds that this private settlement is a proper resolution of this matter pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that it will also enter an order terminating all prospective relief pursuant to 18 U.S.C. §3626(b)(2).

Private Agreement

9. The defendants agree that as of the date of the signing of this Stipulation, and continuing thereafter, they will maintain physician coverage at the Putnamville Correctional Facility so that there is at least one full-time, licensed Medical Doctor for every 1,000 inmates at the facility.

10. The defendants agree that as of the date of the signing this Stipulation, and continuing thereafter, they will provide at least 20 positions at the Putnamville Correctional Facility for registered nurses, licensed practical nurses, and /or physician assistants.

11. The defendants agree that as of the date of the signing of this Stipulation, and

continuing thereafter, they will provide at least one full time psychiatrist position at the Putnamville Correctional facility.

12. The defendants agree that as of the date of the signing of this Stipulation, and continuing thereafter, they will provide at least two full time licenced psychologists positions, one behavioral clinician, and at least four substance abuse counselor positions at the Putnamville Correctional Facility.

13. The defendants agree that as of the date of the signing of this Stipulation, and continuing thereafter, they will provide at least two full time dentist positions at the Putnamville Correctional Facility.

14. The defendants agree that within sixty (60) days of the signing of this Stipulation that a review of medical records at the Putnamville Correctional Facility will be undertaken by the chief physician for the Indiana Department of Correction to insure that continuity of care is being assured and maintained. If the review determines that there are problems with continuity of care issues the chief physician shall develop a program to correct any and all problems and this plan will be complied with by staff at the Putnamville Correctional Facility.

15. The parties agree that absent temporary breakdowns, hot water will be provided to all living units.

Notice to the Class

16. The parties agree that notice of this Stipulation should be given to the class pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.

17. This will be done by posting the attached Notice in a prominent area in each living area at the Putnamville Correctional Facility as well as in the law library.

18. Following the posting of the Notice for at least 30 days, counsel will report back to the Court as to any and all contacts received from the class concerning the Stipulation. The parties request that the Court will then determine whether this Stipulation is a just and fair resolution of this matter.

Attorneys' Fees

19. The parties agree that plaintiffs' counsel will be paid _____ in full satisfaction of any and all claims for attorneys' fees and costs which they may have in this cause.

WHEREFORE, the parties file their Stipulation and request that this Court determine, after notice to the class, that it is fair and equitable, and for all other proper relief.

David A. Arthur
Deputy Attorney General
IGCS-5th Floor
402 W. Washington St.
Indianapolis, IN 46204
317/232-6286

Attorney for Defendants

Kenneth J. Falk
Indiana Civil Liberties Union
1031 E. Washington St.
Indianapolis, IN 46202
317/635-4059

Hamid R. Kashani
445 N. Pennsylvania St.
Suite 600
Indianapolis, IN 46204
317/632-1000

Attorneys for Plaintiffs