



U.S. Department of Justice

Civil Rights Division

SYC:TMG:CST:SLE:ks  
168-30-22

*Special Litigation Section - PHB  
950 Pennsylvania Avenue, NW  
Washington, DC 20530*

Via Electronic and Regular Mail

The Honorable Joe Taylor  
Grant County Attorney  
101 North Main Street  
Williamstown, KY 41097

Re: Proposed Resolution of the Grant County Detention  
Center CRIPA Investigation

Dear Mr. Taylor:

As you know, the Special Litigation Section has been conducting an ongoing investigation of the Grant County Detention Center ("GCDC") under the Civil Rights of Institutionalized Persons Act ("CRIPA"), 42 U.S.C. § 1997. We notified Grant County ("County") of our intent to investigate the conditions of confinement at GCDC on November 4, 2003, and issued our findings on May 18, 2005. Since issuing our findings, we have been engaged in the process of cooperatively working with the County to fashion an appropriate resolution to outstanding issues from the investigation. This process included follow-up tours of the GCDC with expert consultants in January 2007 and November 2008, and a meeting on May 21, 2009 to discuss settlement. In this letter, based on our discussions at the May 21, 2009 meeting, we write to set forth a proposed resolution to the Department of Justice's ("DOJ") investigation.

As an initial matter, we wish to express our appreciation to County officials and GCDC staff for the hospitality and professionalism we received throughout. We received complete cooperation from GCDC staff and administrators while we were on site.

As set forth in our January 20, 2009 letter, and discussed further during our May 21, 2009 meeting, we recognize a number of important improvements at GCDC. However, we have a few areas of remaining concern regarding the County's provision of medical and mental health care. The County has indicated that it has assessed its medical and mental health care practices,

considering, in part, our recommendations, and found areas that require remedial improvement. The County has further indicated that it is in the process of correcting those deficiencies. Based on the County's good faith assurances to remediate these areas, we believe these areas require limited future oversight. To that end, absent exigent circumstances, we believe that two additional tours, one per year, will be sufficient to determine that our remaining concerns are met. Should the County address our concerns sooner than two years, it can notify us and we will verify the County's compliance. We will thereafter promptly notify the County and accordingly close this matter.

We are confident that memorializing our agreement in this letter, coupled with your affirmative reply, will adequately suit both our concerns. We believe that the implementation of the following remedial measures will assist in our mutual goal of ensuring that the County provides constitutional medical and mental health care to those it is entrusted to protect:

1. The County will continue to ensure the adequate and timely identification of, and provide adequate and timely services to address, the serious medical and mental health needs of all inmates regardless of ability to pay.
2. The County will continue to provide sufficient on-site physician, mental health care provider, and nursing staff to ensure adequate medical care (including chronic and acute care). The County also will continue to provide sufficient on-site physician staffing to adequately supervise nursing staff.
3. The County will continue to evaluate the adequacy of all medical and mental health policies and procedures on a regular basis and, where necessary, make revisions to address any gaps identified.
4. The County will continue to provide receiving screens by health services staff for new inmates, and inmates transferring from other correctional institutions, within twenty four (24) hours of each inmate's arrival at the facility. The County will ensure that health services staff performing receiving screens are trained to complete the assessments. For this receiving screen, health services staff record and seek the inmates' cooperation to obtain: (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. Health services staff also will 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. The information obtained through the receiving screen will be made a part of an inmate's medical record.

5. The County will continue to conduct fourteen-day health assessments and examinations and will make appropriate referrals for treatment or evaluation. As part of the fourteen-day health assessment, the County will screen inmates for infectious diseases, including tuberculosis and sexually transmitted diseases. The health assessment will include a review of the receiving screen, a complete medical and mental health history, a physical examination, and a mental health assessment. Appropriate plans will continue to be developed and implemented with this information.
6. The County will continue to ensure that inmates are seen by health services staff in a timely manner after submission of a sick call slip.
7. The County will continue to ensure that all inmates with serious or potentially serious acute medical conditions receive necessary examination, diagnosis, monitoring, and treatment, including referrals to appropriate outside medical professionals when clinically indicated.
8. The County will continue to implement appropriate clinical guidelines for the management of chronic diseases such as HIV, hypertension, diabetes, asthma, elevated lipids, and mental illnesses.
9. The County will continue to ensure that inmates with chronic illnesses, including mental illnesses, receive necessary examination, diagnosis, monitoring, and treatment. The County will provide and document routine tests and follow-up appointments.
10. The County will continue to provide appropriate special medical diets when medically required.
11. The County has contracted with a mental health care provider to provide all services for inmates' mental health treatment. The County will continue to ensure that the

mental health care provider will continue to promptly perform a comprehensive mental health evaluation of any inmate whose history or responses to initial screening questions indicate a need for such an evaluation. The comprehensive mental health evaluation shall include, if indicated, a recorded diagnosis section conforming to generally accepted professional standards.

12. The County will continue to provide appropriate mental health treatment to any inmate whose evaluation indicates a serious mental health condition that requires such treatment. Where possible, and where consistent with security concerns, the County will provide an appropriate confidential environment for psychological testing and counseling.
13. The County will continue to provide sufficient on-site staffing by mental health care providers to ensure adequate mental health care. The County will ensure that the mental health prescribing practitioner is adequately trained and supervised by a psychiatrist.
14. The County will continue to ensure that appropriate psychiatric evaluations are conducted any time psychotropic medications are prescribed or changed.
15. The County will continue to ensure that an appropriate individual mental health treatment plan is prepared in a timely manner by a mental health care provider for each inmate requiring treatment for mental illness.
16. The County will continue to maintain on-site complete, confidential, and appropriately organized medical and mental health records for each inmate. The County will continue to ensure that such records include sufficient information (including symptoms, the results of physical evaluations, and medical staff progress notes) to ensure that health services staff have all relevant information available when treating inmates.

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We wish to remind the County, as we have previously discussed, that no person or entity is intended to be a third-party beneficiary of the provisions of this Agreement for purposes of any civil, criminal, or administrative action. Accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under this Agreement. This

Agreement is not intended to impair or expand the right of any person or organization to seek relief against Grant County or its officials, employees, or agents for their conduct; accordingly, this Agreement does not alter legal standards governing any such claims, including those under Kentucky law.

In entering into this Agreement, the County does not admit to any prior or ongoing violations of the Constitutional rights of inmates at the GCDC, nor does it admit to any violation of State or Federal Law, or State Constitutional provision. The County specifically asserts that this Agreement shall not be interpreted or used to hold it to a higher standard than the minimally accepted Constitutional standard. However, the County remains firmly committed to providing above-standard medical and mental health care at the GCDC.

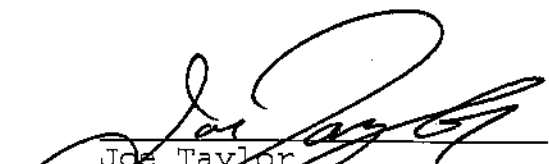
To facilitate the efficient conclusion of this investigation, we request that the County maintain sufficient records to document its compliance with all requirements of this agreement. If you have any questions or concerns, please do not hesitate to contact me at 202-514-0195, or Section attorneys Cathleen Trainor at (202) 616-9009, or Sheridan England at (202) 616-2249.

If you agree, we would appreciate a response within two weeks of your receipt of this letter. Please indicate your acceptance of this Agreement by signing below.

  
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Shanetta Y. Cutlar  
Chief  
Special Litigation Section  
202-514-0195

8/3/09  
DATE

AGREED:

  
\_\_\_\_\_  
Joe Taylor  
Grant County Attorney

6-29-09  
DATE