



U.S. Department of Justice  
Civil Rights Division

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DJ 168-30-22

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

January 30, 2009

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:

We appreciate the opportunity we had to meet with you, and then-County Attorney Jack Gatlin, during our November 12-13, 2008 tour of the Grant County Detention Center ("GCDC"). 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 first 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. Indeed one of the purposes of our most recent tour was to further facilitate that process. In this letter, we write to recommend further technical assistance (through the provision of our expert's report (attached)) and 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 you and other County officials for the hospitality and professionalism we received during our tour. We likewise received complete cooperation from GCDC staff and administrators while we were on site, and are pleased to see a number of important improvements at GCDC.<sup>1</sup>

As we discussed during our exit debriefing with you and GCDC officials, notwithstanding the improvements noted above, we have a few areas of remaining concern regarding the County's provision of medical care. During our November 2008 tour, the County indicated that it had assessed its medical care practices, considering, in part, our recommendations, and found areas that require remedial improvement. The County further indicated that it was in the process of correcting those deficiencies. We applaud the County for this effort. Based on the County's good faith assurances to remediate these areas, we believe these areas require limited future oversight. To that end, we believe that two additional tours, one per year, will be sufficient to determine that all of 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 consider this matter closed.

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 care to those it is entrusted to protect:

1. The County will continue to ensure the adequate identification of, and provide adequate 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

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<sup>1</sup> For example, we were pleased to find that the County has developed and implemented comprehensive written policies and procedures governing medical, dental and mental health care that conform with generally accepted correctional standards. In addition, we were pleased to confirm that, with few, isolated exceptions, the County conducts initial clinical health screens of all inmates within 14 days after intake.

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 for initial clinical health screenings 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 initial health screenings are trained to complete the assessments. For this initial health screening, 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. This initial health screening information 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. The health assessment will include a review of the results of the intake screening, the collection of a complete medical and mental health history, a physical examination, and testing for tuberculosis and sexually transmitted diseases, if warranted, unless a physician determines that this testing is not necessary.
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 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 County will continue to ensure that all other inmates receive a comprehensive mental health evaluation within thirty (30) days of arrival. 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. The County will continue to make timely and appropriate referrals for speciality care. 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, including having a psychiatrist appropriately involved in the prescribing of psychotropic medications:

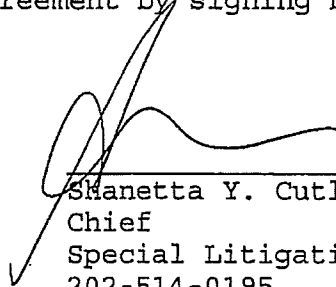
14. The County will continue to ensure that appropriate psychiatric evaluations are conducted any time psychotropic medications are prescribed or changed.
15. The County will continue to ensure that an appropriate individual mental health treatment plan is prepared in a timely manner by a mental health 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.

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

1/29/09  
DATE

AGREED:

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

\_\_\_\_\_  
DATE

Enclosure