

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

TWELVE JOHN DOES, et al.,)	
)	
Plaintiffs,)	
)	
v.)	Civil Action No. 80-2136
)	
DISTRICT OF COLUMBIA, et al.,)	
)	
Defendants.)	

FILED

APR 28 1982

FINAL SETTLEMENT AGREEMENT AND CONSENT DECREE ^{CLERK, U.S. DISTRICT COURT}
DISTRICT OF COLUMBIA

The parties hereby agree that the above-titled
class action shall be settled on the following terms:

I. CONTROL CELLS

The number of existing cells at the Lorton Central Facility (hereinafter "Central" or the "Central Facility") shall be expanded from the present twenty (20) cells to forty-six (46) cells. This expansion shall be accomplished by building onto the existing Control Building, as shown in the attached Exhibit 1 to this Agreement. Defendants shall take the following steps to complete the project within the following time periods to commence with the judicial approval of this Agreement:

- (1) preparation of plans and specifications -- approximately four (4) months;
- (2) issuance of contract -- subsequent three (3) to four (4) months;
- (3) completion of construction -- subsequent approximately ten (10) months.

Defendants shall inform plaintiffs' counsel, pursuant to Item X of this Agreement, of any delay in the foregoing dates, and shall confirm in writing the issuance of the contract and the completion of construction. Enforcement of this Item II shall be in accordance with the provisions of Item X.

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PC-DC-008-005

Defendants state that it is the policy and objective of the Department of Corrections of the District of Columbia (hereinafter the "Department") to avoid double-celling in the control cells and that double-celling will be authorized only in exceptional circumstances. It is also the Department's policy and objective to restrict the length of stay of any individual resident committed to the control cells to fourteen (14) days, and to authorize exceptions to this policy and objective only in exceptional circumstances. Defendants shall incorporate the following provision into Department Operations Order 5410.2:

"3. Procedures.

C. Double-celling or commitment in excess of fourteen (14) days shall be authorized by the Administrator or an Acting Administrator in writing only in exceptional circumstances in order to preserve life or property or to ensure the orderly operation of the facility.

The Administrator or an Acting Administrator may authorize in writing the double-celling or commitment in excess of fourteen (14) days of any resident who has been classified for transfer to the Maximum Security Facility until such time as cell space at Maximum permits making the transfer."

Records shall be kept concerning double-celling and commitments for more than fourteen (14) days, and shall be made available for inspection by plaintiffs' counsel. All double-celling and commitments for more than fourteen (14) days shall be reported on a monthly basis, subject to Item X of this Agreement; provided that after completion of the below-mentioned CB-1 at the Maximum Facility, if either double-celling or a commitment in excess of fourteen (14) days should occur, defendants shall provide plaintiffs' counsel with notice of such occurrence within five (5) business days of the event. In any such notice, defendants shall indicate the reasons for the double-celling or commitment

in excess of fourteen (14) days and the steps that are being taken to remedy the situation. If these exceptional circumstances involving double-celling and commitment(s) in excess of fourteen (14) days persist after such notice has been given, plaintiffs shall have the right to enforce this Item I pursuant to the provisions of Item X.

II. NEW CELL BLOCK IN THE MAXIMUM FACILITY

The old Furniture Repair Shop located in the Maximum Security Facility at Lorton shall be renovated and used as a new cellblock (CB-1) to be comprised of eighty (80) units. The physical layout of the building, as shown on the plans attached as Exhibit 2 to this Agreement, shall be the same as the Maximum Security Facility's CB-3 and CB-5. An invitation for bids for the construction of the new cellblock has been issued, and a contract shall be awarded in approximately sixty (60) days from the signing of this Agreement. Construction time for the new cellblock is specified in the bid documents to be two hundred forty (240) days.

Defendants shall inform plaintiffs' counsel, pursuant to Item X of this Agreement, of any delay in the foregoing dates, and shall confirm in writing the completion of the cellblock. Enforcement of this Item II shall be in accordance with the provisions of Item X.

III. EQUIPMENT

Defendants represent that capital funds are available and will be used to finance the purchase and installation at Central of each of the items listed below:

A. Walk-Through Metal Detectors

Four (4) additional metal detectors shall be provided at the following locations:

1. Visitors' Entrance
2. Entrance to the Shop Area
3. Entrance to the Industries Plant
4. Entrance to the Garage Area

Defendants shall issue a purchase order promptly after judicial approval of this Agreement. Estimated time for receipt of the metal detectors is forty-five (45) days from placement of such purchase order. Installation of the detectors once received shall be accomplished expeditiously.

B. Hand Friskers

Eight (8) additional hand friskers shall be purchased. These items shall be purchased and put to use promptly following judicial approval of this Agreement.

C. Intercom System

A two-way communications system shall be installed between all resident housing units and the Control Center located in the Control Building. Residents, as well as staff, will be able to activate the system to report any problems to the Control Center. Plans and specifications shall be prepared within approximately one (1) month following judicial approval of this Agreement; the contract shall be issued within approximately three (3) months. Estimated time of completion is four (4) months from receipt of the contract.

D. Radio Intercom for Towers

A tower-to-tower and tower-to-ground communication system comprised of ten (10) units shall be installed. Following judicial approval of this Agreement, the system shall be ordered promptly. It is estimated that sixty (60) days from receipt of the purchase order will be required to complete installation.

E. Perimeter Surveillance System (CC TV and Motion Detection)

The perimeter surveillance system shall be upgraded, including recabling. Defendants shall issue a purchase order promptly upon judicial approval of this Agreement. It is estimated that the work will be completed within sixty (60) days from issuance of the purchase order.

F. Additional Lighting

Significant additional lighting shall be provided in the following areas through new installations or refurbishing of existing equipment: between the housing units on the North and South Walks, behind the South Walk, between Dormitories 14 and 21, between Dormitories 19, 22 and 23, between Dormitory 13 and the Old Bakery Building, around the canteen truck adjacent to the Mess Hall, around the Industries Building including the area between the Industries Building and the building known as the "Old Pattern Shop," around the gymnasium, on the south side of the Academic School, at Quarter Post #4, around the Culinary School and Automotive Shop, around the Commissary Building, around the Facilities Management Shops, around the Boiler House, and on the roadway leading to that area. Battery-powered emergency lights shall be installed in the Chapel, Gymnasium, Administration

Building, and Visiting Hall. Defendants shall install this additional lighting within ten (10) months of judicial approval of this Agreement.

* * *

Defendants shall keep all equipment in operable condition, and shall expeditiously provide replacements for any equipment that is inoperable.

Defendants shall inform plaintiffs' counsel, pursuant to Item X of this Agreement, of any delay in the foregoing dates regarding each of the noted items, and shall confirm in writing the completion of each of the listed projects. Enforcement of this Item III shall be in accordance with the provisions of Item X.

IV. CORRECTIONAL OFFICER STAFFING

Defendants shall take immediate steps to increase the correctional officer staffing from the present level of approximately two-hundred fifteen (215) to the budgeted level of two-hundred sixty-five (265) officers. In addition, defendants commit to seek, through supplemental request(s) for appropriations, sufficient operating funds to hire up to three-hundred thirty-one (331) correctional officers by October 1, 1982.

The parties recognize that the manning of posts as set forth on the attached Post Trick Chart developed by Major Decatur, attached as Exhibit 3 to this Agreement, is the primary goal of any staffing plan and that deviations from the overall complement of 331 correctional officers are to be expected in the normal course of operations. The parties also recognize that some of the officers who actually make up the complement may be unavailable for duty for reasons other than those normally accounted for in the Post Trick Chart formula (such as normal sick leave, annual leave, and absences due to training). The goal of the District of Columbia will be to keep that portion of the actual complement in the category "Not Available for Duty" below 5%. An officer will be considered "Not Available for Duty" when she/he is: (1) absent without leave; (2) on leave without pay; or (3) on compensation time (extended sick leave resulting from an on-the-job injury). Defendants make the following commitments toward achieving that goal: (a) to make all expeditious efforts consistent with applicable personnel laws and regulations to remove individuals "Not Available for Duty" either from that category or from the actual complement at Central; (b) to take expeditious

actions to fill vacancies in the complement at Central as they occur; and (c) to take actions such as reassignments to assure that the percentage of officers "Not Available for Duty" at Central does not substantially deviate from that in the correctional force as a whole.

Defendants shall take the following steps in an effort to meet the staffing objective of having 331 correctional officers in place on or before October 1, 1982. First, on or before March 15, 1982, defendants shall submit a supplemental request for appropriations sufficient to maintain a complement of 331 officers. Second, defendants also shall request funding sufficient to maintain a complement of 331 officers for Fiscal Year 1983. It is understood by the parties that requests for budget authority are based upon a 5% "lapse factor", i.e., an assumption that there will be an average of 95% of authorized positions filled during any budget year.

In filling Central's correctional officer positions, defendants shall use only those persons who meet the current standards of the District for correctional officers (Grades DS-6 through DS-8), as set forth in the job descriptions attached as Exhibit 4 to this Agreement. In addition, defendants shall assign no correctional officer to a post within the Central Facility (i.e., other than the tower posts and Visitors' Entrance) until and unless such officer shall have successfully completed the Department's training program for correctional officers. Defendants shall keep records concerning the hiring, posting, and qualifications of correctional officers, and shall make such records available for inspection by plaintiffs' counsel.

Commencing one month after the date of judicial approval of this Agreement, defendants shall provide plaintiffs' counsel monthly status reports, pursuant to Item X of this Agreement, on the level of correctional officer staffing, including data adequate to reveal vacancies and officers not available for duty.

Enforcement

If either of the following two events occurs, and a conference between the parties does not produce agreement, this proceeding shall be reopened and scheduled for trial:

- (1) defendants are not successful in hiring sufficient correctional staff to maintain a complement of 265 officers during fiscal year 1982; or
- (2) defendants are not successful in hiring sufficient correctional staff to maintain a complement of 331 officers during fiscal year 1983.

V. RECEIVING AND DIAGNOSTIC CENTER AND
ORIENTATION UNIT

Defendants shall establish a centralized Receiving and Diagnostic Center ("R&D Center") at the Central Detention Facility ("CDF"), and a corresponding Orientation Unit at the Lorton Central Facility. The R&D Center will provide approximately four (4) to six (6) weeks of review and diagnosis of sentenced adult felons, including the development of information for the purpose of determining the proper institution to which the resident should be assigned, developing individualized programs, and identifying therapeutic needs. A further statement describing the R&D Center and its operation is set forth in a document dated July 1981 entitled "Reception and Diagnostic Center Plan," attached as Exhibit 5 to this Agreement. A sample diagnostic package is attached as Exhibit 6 to this Agreement. Defendants represent that two cellblocks (160 cells) at CDF will be set aside for adult felons if the 1-1/2 cellblocks noted in Exhibit 5 prove to be inadequate. Non-R&D Center inmates shall not be housed in the non-cell areas of the R&D Center except in instances of extreme emergency. The staffing of the R&D Center shall consist of the twenty-six (26) positions set forth in Exhibit 7 attached to this Agreement.

Defendants commit to seek, through re-programming or a supplemental budget request, sufficient additional operating funding to hire up to the twenty-six (26) positions in Fiscal Year 1983. For Fiscal Year 1982, defendants shall transfer the Youth Diagnostic Staff from Youth Center I (consisting of eleven positions) and four (4) to eight (8) positions from other divisions of the Department (not including the Central or Maximum Facilities at Lorton). The

defendants commit also to use their best efforts to employ existing funding for unfilled positions in order to commence hiring promptly additional personnel to meet the staffing goal of twenty-six positions by October 1, 1982.

The creation of the R&D Center is primarily dependent upon the opening of the Occoquan Facility, which will result in a reduction of the present CDF population through the transfer of sentenced misdemeanants to the Occoquan Facility. It is currently contemplated that approximately fifty (50) to one hundred (100) CDF residents will be moved to the Occoquan Facility in March/April, 1982 and that up to four hundred (400) CDF residents will be moved to the Occoquan Facility by mid-summer 1982. The plans for the Occoquan Facility are funded and firm. Operation of the R&D Center shall commence with the availability of the designated space at CDF.

The Orientation Unit at Central shall be located in the areas currently designated as Dormitories T-25 (living space for new residents assigned to the Unit) and T-26 (office space for the Orientation Unit staff and visiting area). The Orientation Unit shall be kept isolated from the other parts of the Facility and provided with 24-hour correctional officer coverage in the living area at all times. The Unit shall have its own fenced-off recreation area to which only residents of the Orientation Unit will have access. Defendants commit to take all steps necessary to preclude mixing of new residents assigned to the Orientation Unit with the general population at Central, other than that resulting from attending meals, going on conducted tours of Central, or going to the Infirmary.

As set forth in general terms in a memorandum prepared by former Assistant Administrator Graves and attached

as Exhibit 8 to this Agreement, the orientation for each new resident at Central shall last approximately one (1) to four (4) weeks, it being understood that in certain cases the orientation afforded a resident may vary depending on that resident's particular needs, provided that the integrity of the orientation system is insured. The Graves memorandum (Exhibit 8 to this Agreement) sets forth the staffing that shall be provided at the Orientation Unit in addition to correctional officers: two (2) correctional treatment specialists and one (1) administrative aide.

It is expected that the Orientation Unit will be opened contemporaneously with the full opening of the R&D Center at CDF, that is, in the mid-summer of 1982.

It is understood by the parties that the major objective of the R&D Center and the Orientation Unit is to insure appropriate diagnosis and classification for programs, treatment, and housing of individual residents. The parties also recognize that it is necessary, in light of the establishment of the R&D Center and the Orientation Unit, for the Department to develop and to maintain current status reports on the present resident population at Central. Defendants shall insure that the current status of each resident at Central is reviewed by appropriate personnel so that standardized reports can be prepared on or before August 1, 1982, as to the suitability of each resident's then-current classification, housing, program, and therapy commitments. A sample reporting form is attached as Exhibit 9 to this Agreement. Defendants commit to making any reassignments or other changes in housing or programs that are suggested by these reports.

Defendants shall establish and maintain a classification and housing system that will insure that each resident

of Central will be assigned to a housing unit that is matched to his individual needs. In order to implement such a system, defendants shall establish categories of residents that require specialized housing that are acceptable to plaintiffs' counsel. At a minimum, these categories shall include older residents, residents professionally diagnosed as more prone to being victimized and therefore requiring additional supervision (subject to the staffing provided in the Post Trick Chart), residents with medical problems requiring close proximity to the Infirmary, and honor residents. Defendants shall establish and maintain a sufficient number of separate dormitories to accommodate the above categories of residents.

Defendants shall establish a Classification and Housing Committee, consisting of members of the correctional staff, classification and parole staff, and psychological services staff. The Classification and Housing Committee shall assign to the appropriate housing unit (1) each new resident on the basis of the diagnosis prepared by the R&D Unit, supplemented by interviews by the staff of the Orientation Unit, and (2) each current resident of Central on the basis of the aforementioned reclassification to be completed by August 1, 1982. Defendants shall establish and maintain a system of records that will enable plaintiffs' counsel to monitor the assignment of residents to housing units.

The Classification and Housing Unit shall also assign new residents and current residents on the basis of the aforementioned reports and diagnoses to the appropriate work squads, vocational training, academic schooling and/or treatment programs. Except to the extent otherwise provided for in this Item V, defendants shall inform plaintiffs' counsel, pursuant to Item X of this Agreement, of any delay

in the foregoing dates, and shall confirm in writing the completion of each project and the commencement of full operation of the R&D Center and the Orientation Unit.

Enforcement of this Item V shall be in accordance with the provisions of Item X.

VI. ENVIRONMENTAL HEALTH AND SANITATION

A. Standards

The following standards, codes and provisions shall govern the specified environmental health and sanitation concerns within the Central Facility. Standards, codes and provisions specified below shall not be limited in their application to the subject headings under which they appear. Where standards, codes or provisions are stated to be based upon a ratio or number of residents, compliance shall be determined by reference to the rated capacity of the particular structure, as set forth in Item IX of this Agreement. Where standards, codes or provisions conflict, the more stringent requirement shall control. Where standards of the American Public Health Association and the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("ASHRAE") are referenced, only the specified editions of the standards shall apply. Where District of Columbia codes, rules and regulations are referenced, all future revisions thereof shall apply to the Central Facility as they apply to other preexisting structures.

1. Housekeeping and Maintenance - American Public Health Association, Standards for Health Services in Correctional Institutions ¶ VI.C.6. Housekeeping (1976) (hereinafter cited as "APHA").

A written housekeeping plan for all areas of the facility's physical plant shall provide for daily housekeeping and regular maintenance by assigning specific duties and responsibilities to staff and inmates.

The facility shall have a written plan for preventive maintenance that is reviewed and updated annually. All plumbing, industrial, radiological, water supply, lighting, heating, ventilation, electrical and other facilities governed by the standards,

codes, and provisions specified herein shall be maintained in good working order.

2. Solid Waste Management - APHA ¶ VI.B.3. Solid Wastes.
3. Insect and Rodent Control - APHA ¶ VI.D.3. Vermin Control.
4. Mattresses - Each mattress shall be provided with a cleanable, non-toxic, and flame retardant cover.
5. Plumbing Facilities (Numbers of) - APHA ¶ VI.E.2. Bedding.
6. Pharmaceutical Services - D.C. Code, tit. 2, ch. 20. See also Item VII of this Agreement.
7. Radiological Equipment - D.C. Rules and Regulations, tit. 8 (Health Regulations), ch. 2, pt. 10.
8. Industries - U.S. Occupational Safety and Health Act Standards.
9. Plumbing - D.C. Rules and Regulations, tit. 5C-2 (Plumbing Code). Where the D.C. Plumbing Code is inapplicable, the principles stated in National Sheriffs Association, Sanitation in the Jail 29-30 (1974) shall apply.
10. Water Supply - Commonwealth of Virginia Waterworks Regulations - Public Drinking Water Supply.
11. Noise Control - Acoustics shall insure noise levels which do not interfere with normal human activities (range not to exceed 65 to 70 decibels in daytime and 40 to 45 decibels in night for non-industrial areas).
12. Lighting - A minimum of 30 foot-candles of light shall be provided to each bunk for reading purposes and to all bath and personal grooming areas. A minimum of 10 foot-candles of light shall be provided in all other residential areas. Lighting shall be measured in accordance with the most recent

standards developed by the American Society of Illuminating Engineers.

13. Heating - D.C. Rules and Regulations, tit. 5-G (Housing Code), ch. 2, art. 240, § 2407.

14. Ventilation -

a) An exhaust fan ventilation system has been installed in dormitories 2-13 and will be installed in the remaining dormitories as they are renovated.^{*/} When in operation in a dormitory, the mechanical ventilation system shall provide a minimum of 10 cubic feet of air per minute per resident meeting the quality criteria set forth in ASHRAE Standard 62-73, Standards for Natural and Mechanical Ventilation (1973).

b) The parties understand that heating considerations make operation of the ventilation system unfeasible when the temperature falls below a certain level. The parties agree that within four (4) months of judicial approval of this Agreement, the ventilation system shall be in operation for the maximum time feasible consistent with the heating and ventilation systems now in place in the renovated dormitories and scheduled for installation in the dormitories which will be renovated. In determining what is feasible, proposed changes to current operating procedures shall be evaluated by weighing the cost and the amount of additional ventilation provided by the change. Additional ventilation shall be provided whenever the marginal cost is not substantially disproportionate to the marginal gain.

c) The parties will continue their efforts to ascertain whether through modification of the ventilation system or other means, mechanical ventilation can be increased or provided at all

^{*/} Mechanical ventilation will be provided in dormitories 20 and 24, but not necessarily by an exhaust fan system.

times without installation of a new combined forced-air heating and ventilation system. If efforts to attain the necessary expertise within the District of Columbia government or through cost-free outside sources within three (3) months of judicial approval of this Agreement are unavailing, this effort shall include consultation with an expert in ventilation for a sum not in excess of \$1,000 within six (6) months of judicial approval of this Agreement. Defendants shall make their best efforts to effect any reasonable measures ascertained. In determining what is reasonable, proposals shall be evaluated by weighing the cost and the amount of additional ventilation provided by the change. Additional ventilation shall be provided whenever the marginal cost is not substantially disproportionate to the marginal gain. Implementation of such measures, if any, shall be effectuated in conformance with a schedule which shall be established through agreement of the parties in consultation with the independent expert referenced in Part C below based upon funding, procurement, and other considerations.

15. Accident and Fire Prevention and Preparedness - D.C. Rules and Regulations, tit. 5A-1 (Building Code); D.C. Rules and Regulations, tit. 7 (Fire Department Fire Prevention Code); D.C. Rules and Regulations, tit. 5B-2 (Electrical Code); APHA § VI.C.5. Accident Prevention.

The facility shall have in effect and provide to all supervisory personnel written copies of a plan for the protection of all persons in the event of fire and for their evacuation to areas of refuge and from the building when necessary. All employees and residents shall be periodically instructed and kept informed respecting their duties and recommended actions under the plan.

16. Food Services - D.C. Rules and Regulations, tit. 8 (Health Regulations), ch. 6;*/ APHA ¶ VIIA. Nutrition.

In addition, defendants shall undertake construction of physical barriers and implementation of security procedures to prevent unauthorized access from the food service area to the food preparation area.

17. Milk quality - Milk quality shall meet the requirements of D.C. Rules and Regulations, tit. 8 (Health Regulations), Ch. 6.

18. Personal Hygiene - APHA ¶ VI.E.1 Personal Hygiene. A minimum of two clean towels shall be provided to each resident each week.

District of Columbia laws and regulations cited above have been adopted for their substantive requirements. Where they allow a District of Columbia official to grant a waiver or variance, such waiver or variance shall be granted only with good cause explained in writing, and shall in no case endanger the health or safety of the residents. The Director, Department of Housing and Community Development, shall determine the safety of electrical wiring under article 110-40 of the Electrical Code by the same standard used to determine the safety of electrical wiring in other buildings under his jurisdiction.

B. Timetable for Compliance.

The facility shall meet the above standards, codes, and provisions within three months of judicial approval of this Agreement, with the following exceptions:

*/ The parties agree that part III of the Anatomy of Inspection In a Food Protection Program, appended hereto as Exhibit 10, provides a valuable elaboration on the D.C. Health Regulations, and recommend its use as an inspection guide.

1. Dormitories 1 and 14 through 25 shall meet the standards for lighting, ventilation, plumbing, plumbing facilities (numbers of) and electrical wiring as the planned renovation of each of those dormitories is completed.*/

Renovation of said dormitories shall be completed within three (3) years of judicial approval of this Agreement. Renovation of dormitories 15 through 18, and 24 (Building R-3), shall be completed according to the schedule hereto attached as Exhibit 11. A schedule for renovation of the remaining dormitories within three (3) years shall be developed within three (3) months of judicial approval of this Agreement and incorporated in this Agreement, and renovation shall be completed according to that schedule. Defendants shall inform plaintiffs' counsel, pursuant to Item X of this Agreement, of any delay in the renovation schedules and will confirm in writing the completion of renovation in each dormitory.

2. If defendants choose to use individual lamps to meet the requirement of 30 foot-candles of illumination at bunk level, that particular lighting requirement shall be met within (6) months of judicial approval of this Agreement in dormitories 2 through 13.

3. Additional plumbing fixtures required by application of Part A-5 above in dormitories in which renovation has been completed (numbers 2-13) shall be installed on the following

*/ Installation of ventilation and additional plumbing facilities in dormitory 24 may not be completed during the general renovation of dormitory 24. If that is the case, dormitory 24 shall meet all of the above standards, codes and provisions in all environmental health areas aside from ventilation and plumbing facilities (numbers of) at the time the general renovation of dormitory 24 is completed, and shall meet ventilation provisions within two years, and plumbing facilities (numbers of) provisions within 19 months.

schedule: commencing six (6) months following judicial approval of this Agreement, the requisite number of fixtures shall be installed in said dormitories with a dormitory being completed every thirty (30) days thereafter. Each of these dormitories shall meet the plumbing fixtures (numbers of) standard when installation in that dormitory is completed.

4. Mattress covers or mattresses meeting the requirements of Part A-4 above shall be procured and distributed in an orderly fashion within six (6) months of judicial approval of this Agreement.

5. See paragraphs b) and c) of Part A-14 above.

* * *

The parties may agree to defer renovation of dormitories or other items involving construction to avoid scheduling conflicts with other projects to be performed pursuant to this Agreement.

Defendants are not currently aware of any aspects of compliance with the standards, codes, and provisions specified in Part A above, which cannot be attained under the timetable and within available budgetary resources (operational and capital funding) or budgetary resources which are expected to become available in conjunction with the execution of this Agreement. However, the time frame under which this Agreement was negotiated did not allow defendants comprehensively to inspect and to evaluate the extent to which actual conditions at the Central Facility are in compliance with the standards, codes and provisions, or to assess precisely the financial resources which would be necessary to bring the various items into compliance. If the initial inspection required by Part C below results in findings of non-compliance with particular standards, codes, or provisions which would require corrective actions at costs in excess of the expenditures reasonably anticipated by defendants to be initially required by

those standards, codes, or provisions, defendants may propose deferral of compliance deadlines for those standards, codes, or provisions and the parties will meet to discuss any such proposals. Provided that: absent the parties' agreement, this paragraph shall in no way limit defendants' obligation to bring the Central Facility into compliance with the standards, codes, and provisions specified herein according to the deadlines specified herein and to maintain such compliance so long as the Central Facility is in operation.

C. Inspection and Sanctions.

A team of inspectors, comprised of a physician; a registered nurse; a pharmacist; an environmental health and sanitation specialist; a dietician; a fire marshal; OSHA, plumbing, building, and electrical inspectors; and any other inspectors required shall inspect the Central Facility every three (3) months to determine the state of compliance with the standards, codes, and provisions cited herein. The team shall be comprised of employees of the District of Columbia who are not employees of the Department of Corrections. The team shall be directed by an expert independent of both parties who shall be selected by the agreement of both parties. The defendant shall reimburse the independent expert for his services. The parties shall make their best efforts to keep the independent expert's fees to the minimum consistent with effective discharge of his duties as herein described. To the extent practical, the independent expert shall further those efforts by advising the parties in advance of the anticipated expenses for particular duties. The independent expert may consult freely with representatives of both parties.

The independent expert shall select the members of the team with the aid of appropriate persons employed by the District

of Columbia. In his discretion, the independent expert may determine that the participation of some of the team members enumerated above is unnecessary. The independent expert, with the aid of the team members, shall develop a set of checksheets listing potential conditions of non-compliance which will guide the team members in their inspections. As he deems appropriate, the independent expert will join the team members in on-site inspections. At the time of the first inspection, the independent expert shall review the housekeeping and maintenance plans prepared by defendant pursuant to this Agreement and modify those plans as necessary to effect the housekeeping and maintenance standards and provisions specified herein. At the time of the second inspection, the independent expert shall assess defendant's compliance with the provisions contained in paragraphs b) and c) of Part A-14 above.

Following their inspections, the team members shall forward their findings promptly to the independent expert. Following receipt of these findings, the independent expert promptly shall issue a list specifying each condition found not in compliance with any of the standards, codes, or provisions cited herein, including a specific reference to the standard, code or provision, or portion thereof; where appropriate, a description of the corrective action that is recommended or required to alleviate the condition; specification of the time period within which the deficient condition shall be brought into compliance; and specification of the date on which any reinspections, in addition to inspections regularly scheduled, will take place. The independent expert shall issue lists of the same kind for any deficiencies noted during reinspections. The independent expert may defer portions of regularly scheduled inspections as a result of reinspections.

In addition to the lists described above, the independent expert shall issue reports summarizing and commenting upon

the results of each regular inspection and the reinspections conducted since the last regular inspection and stating whether Central as a whole was found to be in substantial compliance with the standards, codes, and provisions cited herein at the time of the regular inspection. These reports will incorporate the results of Virginia inspections of water supply, which will not be independently assessed while it remains under Virginia's jurisdiction.

The initial inspection shall begin three (3) months after the judicial approval of this Agreement. Once two (2) consecutive inspections result in a finding that the facility is in substantial compliance, the next inspection shall take place six (6) months later. If that inspection results in a finding that the facility is in substantial compliance, the next inspection shall take place one year later. Inspections shall then take place annually unless an inspection results in a finding that the facility is not in substantial compliance. Upon such a finding, the independent expert may establish a more frequent regular inspection cycle. If at any time the regular inspections conducted pursuant to this Agreement occur less often than every three (3) months, the Department of Environmental Services ("DES") will conduct food service inspections every three (3) months, except that any regular inspection conducted pursuant to this Agreement may substitute for a DES inspection. The DES inspections shall include testing of milk quality for compliance with milk quality standards specified herein.

All lists of deficiencies and reports issued by the independent expert shall be sent to counsel for plaintiffs and defendants. Plaintiffs may request defendants to provide a written explanation for a deficiency and a description of steps which

have been taken and will be taken to remedy the deficiency. Defendants shall respond to such a request within two (2) weeks.

Defendants may, after conferring with plaintiffs, seek appropriate relief from the Court from erroneous or oppressive deficiency notices or compliance directives. For any deficiency or deficiencies raising significant health or safety concerns, plaintiffs at any time may seek appropriate relief from the Court, including enforcement of any provision of Item VI of the Agreement as a Consent Judgment, determination that the District of Columbia and the Department are in Contempt of Court and the imposition of sanctions, appointment of a Master to supervise compliance with Item VI of the Agreement or any of its provisions, or appointment of a Magistrate to enforce compliance with Item VI of the Agreement or any of its provisions.

VII. MEDICAL SERVICES

A. Staff

Defendants agree that they will maintain the staff of the Lorton Medical Services at its present level and will hire the following additional personnel:

1. A sufficient number of licensed medical doctors (M.D.'s) so as to bring the total licensed physician staff assigned to Lorton to five (5) full-time physicians, including the Chief Medical Officer.

2. A sufficient number of licensed Physician's Assistants (P.A.'s), Registered Nurses (R.N.'s), and Medical Technical Assistants (M.T.A.'s) so as to bring the total of such staff assigned full-time to Lorton to eighteen (18). The decision whether the additional personnel hired pursuant to this paragraph shall be P.A.'s, R.N.'s, or M.T.A.'s shall be left to the discretion of the Assistant Director for Health Services, who shall confer with the Chief Medical Officer at Lorton.

3. One (1) full-time clerk typist.

4. Two (2) full-time licensed pharmacists.

5. One (1) full-time records clerk.

6. One (1) additional staff member whose functions will be determined by the Chief Medical Officer at Lorton. Defendants will make available discretionary funds of \$25,000, in addition to any other such funds presently made available, to be used to create and fill a position for such additional staff member.

Defendants commit to seek, through re-programming or a supplemental budget request, funding in Fiscal Year 1983 for the positions numbered 4, 5 and 6 above, which are not currently funded.

Defendants agree to post the remaining above-listed positions promptly upon judicial approval of this Agreement and to leave the positions posted until at least one appropriately qualified applicant, as determined by the Chief Medical Officer at Lorton, is found. The selecting official for all above-listed positions shall be the Assistant Director for Health Services; the interviewing and recommending official shall be the Chief Medical Officer at Lorton. If at the end of three (3) weeks from the date the positions are initially posted no suitably qualified applicants have been identified, the parties will meet to discuss steps to be taken to facilitate the filling of the still-open positions. Such steps will include but not be limited to examination of the appropriateness of the duties and responsibilities outlined in the position description and/or the DS level. Qualified applicants will be selected and placed in position as soon as possible.

Defendants agree that the provision of psychiatric care to the residents of the Central Facility is an essential element of meeting those residents' health care needs. Accordingly, defendants commit to use their best efforts to promptly secure through detailing, re-assignment, or other means the full-time services of a qualified board certified clinical psychiatrist to serve the needs of the residents under the care of the Lorton Medical Services. In the event said efforts are unsuccessful, defendants commit to seek, through re-programming or a supplemental budget request, funding in Fiscal Year 1983 for a full-time psychiatric position. Defendants will in the interim use their best efforts to maintain or increase current psychiatric services available at Lorton through a personal services contract or other means.

If defendants are unable to make provisions by November 1, 1982, to have a full-time board certified clinical psychiatrist

assigned to the Lorton Medical Services, the parties will seek to agree to procedures to ensure that a full-time board certified clinical psychiatrist will be assigned to the Lorton Medical Services promptly. If the parties are unable to agree on such procedures by December 1, 1982, plaintiffs have the right to reopen this proceeding and the Court will promptly schedule trial on the issues in the Complaint insofar as they relate to the provision of psychiatric services to the residents at Lorton.

B. Equipment

Defendants further agree that they will make the following improvements in the medical equipment at Lorton:

1. Effective thirty (30) days from judicial approval of this Agreement, defendants will ensure that an automobile or station wagon in good repair is assigned to the Infirmary at all times for medication runs and patient transport.
2. Defendants will procure six (6) new wheelchairs for the Lorton Infirmary within ninety (90) days of judicial approval of this Agreement.
3. Defendants will repair or replace, as necessary, the optometrist's equipment at the Lorton Infirmary. This work will be completed within ninety (90) days of judicial approval of this Agreement.

C. Facilities

Defendants further agree that they will complete the following improvements in the medical facilities at Lorton within ten (10) months of judicial approval of this Agreement:

1. Defendants will install sinks with hot and cold running water in the examining rooms in the Lorton Infirmary.

2. Defendants will place the whirlpool bath at the Lorton Infirmary in its own room, attach its drain, repair its circulating unit and pump, and otherwise ensure that it is in good working order.

3. Defendants will undertake all general maintenance necessary at the Infirmary, including but not limited to repairs to the roof, tiling, repainting, general cleaning, and extermination.

The parties may agree to defer items involving construction to avoid scheduling conflicts with other projects to be performed pursuant to this Agreement.

D. Contract-Management Services

It is understood by the parties that the objective of the D.C. Department of Corrections is to retain an outside, independent organization to provide contract-management services for the medical needs of the Lorton population. In the event that the provision of medical services at Lorton shall be contracted out to an independent organization, defendants agree that the terms of the contract shall provide for a level of care by qualified medical personnel commensurate with that provided for in this Agreement and shall ensure that the medical care provided to the residents at Lorton shall be adequate in all respects. The request for bids and the proposed contract shall be presented to plaintiffs for review, and no contract shall be signed until plaintiffs have had ten (10) working days in which to review it. If plaintiffs believe that the signing of the contract will adversely affect the level of medical care with which they are being provided, they may request from the Court within the above-mentioned period

of ten (10) working days an order enjoining signing of the contract or requiring that the contract be modified before it is signed. The signing of a contract for medical services by defendants shall not relieve them of their obligation to provide adequate medical care to the residents at Lorton.

VIII. PROGRAMS

The parties reaffirm their view expressed in the Agreement of Principles that the paramount aim of the programs at Central is to provide the resident population with a structured environment, to eliminate idleness, and to prepare for eventual release from the institution. The objective of the program provisions of the Settlement Agreement is to occupy productively each resident at Central for a significant portion, preferably six (6) hours, of each day. In light of this objective, defendants commit to work in a continuing effort to develop and to expand the institutionally-operated programs at Central and to expand and to improve the work squad activities at Central. Defendants also commit to ensure that the agreed-upon staffing levels of the Classification and Parole Office and the Psychological Services Unit are maintained in order to coordinate program needs and to provide necessary counseling and other services.

The specific commitments to which the parties agree are detailed below. The listing of commitments is not intended to limit the efforts of defendants in expanding program opportunities at Central; rather, the listing provides a minimum outline for program expansion. Defendants commit to exert their best efforts to develop further institutionally-operated programs in addition to those programs that currently operate at Central and those noted below.

A. Industries

1. Night Shift at Furniture Repair Shop

Defendants commit to begin operation of a night shift at the Central Furniture Repair Shop within thirty (30) days of the hiring of a furniture upholstery foreman to supervise the operation of the night shift. The foreman position was posted on July 29, 1981, and posting was closed on August 14, 1981, without filling the position in question. Defendants commit to repost that position within two (2) weeks upon judicial approval of this Agreement and to close the posting within three (3) weeks of the posting of the position. If at the end of this three- (3-) week period a suitable foreman is not identified the parties shall meet to discuss steps to be taken to hire a foreman, including but not limited to examination of the appropriateness of the duties and responsibilities outlined in the position description and/or the DS level. A furniture upholstery foreman shall be hired within three (3) weeks of the final closing of the posting for that position. Defendants shall ensure that all other necessary changes are made in the operation of the Furniture Repair Shop to permit the planned expansion, including but not limited to the hiring of any other necessary personnel and identifying any necessary additional storage space within thirty (30) days of the hiring of the furniture upholstery foreman.

The parties agree that the second shift at the Furniture Repair Shop shall employ forty-five (45) to fifty (50) residents initially and shall expand to employ seventy-five (75) residents within one year. If defendants are unable to expand the second shift in order to employ seventy-five (75) residents within one year, they shall notify

counsel for the plaintiffs and specify all efforts made toward the planned expansion. Upon agreement by both parties that all reasonable efforts have been made, a minimum number of employees less than seventy-five (75) shall be established.

2. Tire Retreading Shop

Defendants commit to begin operation of a tire retreading shop within twelve (12) to eighteen (18) months of judicial approval of this Agreement. Necessary steps to begin operation of the new tire retreading shop at Central shall begin immediately and shall include, but not be limited to, obtaining the equipment with which to operate the tire retreading shop from the Federal Bureau of Prisons, ensuring adequate space in which to operate the tire retreading shop, hiring three (3) shop supervisors, an additional truck driver, and if necessary an additional accountant and/or procurement officer.

If the shop area designated for the tire retreading shop is the building known as the "old pattern shop" defendants shall submit to counsel for plaintiffs plans for renovation of that building within four (4) months of judicial approval of this Agreement; to renovate that building within fourteen (14) months after judicial approval of this Agreement; to establish security provisions for the old pattern shop building including officer staffing, a fence surrounding the building, and use of walk-through or hand-held metal detectors; to include the old pattern shop area in a lighting survey and to install additional lighting where necessary in accordance with the findings of the lighting survey; and to find a suitable storage area for the equipment and materials

currently stored in the old pattern shop. If a building other than the old pattern shop is to be used to house the tire retreading shop, defendants shall submit plans for construction or renovation of that building within three (3) months of judicial approval of this Agreement.

3. Apprenticeship Program

a. Upholstery Apprenticeship Program

Defendants commit to begin operation of an upholstery apprenticeship program within thirty (30) days of the hiring of an instructor for that program. Defendants also commit to exert their best efforts toward hiring an upholstery apprenticeship instructor as promptly as possible. Toward that effort defendants shall promptly post that position and close the posting within three (3) weeks. If defendants are unable to identify an instructor within the agreed-upon three- (3-) week period, counsel for plaintiffs shall be notified immediately and the defendants shall repost the position for an additional three- (3-) week period. If at that time a suitable instructor is still not identified, the parties shall meet to discuss steps to be taken to hire an instructor, including but not limited to the examination of appropriateness of the duties and responsibilities outlined in the position description and/or DS level. An upholstery apprenticeship instructor shall be hired within three (3) weeks of the final closing of the posting for that position.

The upholstery apprenticeship program shall begin with a minimum of eight (8) resident participants, and shall be expanded to at least fifteen (15) participants within the first year of operation.

b. Printing/Silk Screen Apprenticeship Program

Defendants commit to begin immediately to enter into discussions with the District of Columbia Apprenticeship Council in order to determine the requirements for receiving Apprenticeship Council Certification for a printing/silk screen apprenticeship program. Within sixty (60) days of judicial approval of this Agreement, defendants shall submit to counsel for plaintiffs a report detailing the requirements for certification, the changes, if any, that would have to be made to the printing/silk screen shop in order to establish an apprenticeship program, and the cost of making such changes.

Defendants also commit to exert their best efforts toward establishing an apprenticeship program in printing/silk screen, including but not limited to acquiring any additional machinery in order to meet apprenticeship equipment standards and to hiring or to reassigning an eligible instructor. Defendants further commit to exert their best efforts to establish the apprenticeship program within six (6) months after judicial approval of this Agreement. The apprenticeship program shall begin with at least the minimum number of resident participants as established by the Apprenticeship Council and shall be expanded to at least fifteen (15) participants within the first year of operation.

Defendants shall report upon the progress of their efforts in establishing the printing/silk screen apprenticeship program in their monthly reports pursuant to Item X of this Agreement.

c. Additional Apprentice Programs

Defendants shall immediately begin to study the feasibility of establishing additional apprenticeship

programs through an examination of the currently-operated industries shops as well as the tire retreading shop and discussions with the Apprenticeship Council. Within ninety (90) days of judicial approval of this Agreement defendants shall submit to counsel for plaintiffs a report detailing the feasibility of establishing additional apprenticeship programs, as well as identifying problem areas. Within thirty (30) days of the submissions of that report, the parties shall meet to discuss the feasibility of establishing additional apprenticeship programs and to develop a schedule for beginning additional apprenticeship programs. Defendants, following a determination of feasibility, further shall exert their best efforts toward establishing additional apprenticeship programs in the industries shops at six (6) month intervals. Feasibility will be measured by an examination of apprenticeship standards, the ability to hire or to reassign an instructor, the market for the product(s) involved, the profit-potential for the market involved, and agreement between the parties as to the appropriateness of an apprenticeship program in the industries areas involved.

4. Additional Sales

Defendants commit to exert their best efforts to develop additional sales in all industries and to hire additional necessary personnel. A brief description of these efforts shall be included in the monthly reports to be submitted by defendants to counsel for plaintiffs. Further, the chief of industries shall meet with counsel for plaintiffs to provide additional details concerning sales efforts and the current sales status at any mutually agreed-upon time.

Defendants commit to continue to exert their best efforts to enter into a formal agreement with the Federal Bureau of Prisons providing that Chapter 307 of Title 18, U.S. Code (specifically 18 U.S.C. §§ 4122(e)(1), 4123 and 4124 (1969)) shall apply to the industrial program of the Department. Such an agreement would provide that the several federal departments and agencies and all other government institutions of the United States shall purchase the products made by the Department's industries program in the same manner and to the same extent that products of the Federal Prison Industries Incorporated are purchased, as required by 18 U.S.C. § 4124 (1969), pertaining to purchase of prison-made products by federal departments. A proposed draft agreement by the Department of Justice, Federal Bureau of Prisons and approval of the proposed draft by the Department, subject to acceptance by the Office of the Mayor, are attached as Exhibit 12 to this Agreement.

Defendants also commit to exert their best efforts to have the Department's industries listed as a mandatory source in the Federal Procurement Manual (FPR (1974) and amendments), the relevant portions of which are attached as Exhibit 13 to this Agreement.

Defendants shall report upon the progress of these efforts in their monthly reports pursuant to Item X of this Agreement.

5. Profit-making and Program Level

The parties acknowledge that the operation of the industries programs at Lorton is dependent upon the profit-making and self-sufficiency objectives of the Correction Industries Program, and that all programs must be maintained and established in a profit-making framework. Within that

framework defendants will exert their best efforts toward maintaining all currently-operated industries at present levels or at expanded levels and to develop the additional industries programs described within this Agreement as well as any other industries programs to be developed at a later date.

If in the future defendants propose to terminate any industries program operating at that time or to reduce the operation of any industries program to be developed under the terms of this Agreement, defendants commit to submit to counsel for plaintiffs a report detailing the reasons for the proposed termination or change in operation. If counsel for plaintiffs is not in agreement with the proposed termination, the parties shall meet to discuss the proposal, and if the parties are unable to resolve that dispute, the matter may be presented to the Court for consideration in accordance with the terms of Item X of this Agreement.

In an effort to maintain continuously the industries programs at maximum operating levels, defendants commit to post positions for staff hiring promptly upon notification that a staff position will become vacant. Defendants shall list all notifications of future vacancies in staff positions, currently vacant staff positions, and posted staff positions for the industries area in the monthly reports to be submitted to counsel for plaintiffs.

6. Security

In accordance with the terms of Item III of this Agreement, defendants shall install a walk-through metal detector within an estimated ninety (90) days of judicial approval of this Agreement. Additionally, defendants

commit that correctional officers shall use hand-held metal detectors to search residents leaving the industries area as soon as the correctional officer complement at the Central Facility reaches three hundred (300) or by October 1, 1982, whichever is sooner. Additionally, a sufficient number of officers consistent with overall security requirements shall be posted at the entrance/exit to the industries area at the times of the day when large number of residents pass through the industries gates. Those times of the day include but are not limited to the beginning of the work day at industries, the break in the work day immediately proceeding the noon meal and count time, the recommencement of the work day, and the end of the work day at industries. Correctional officer coverage consistent with overall security requirements shall also be provided for the entrance and exit times of the furniture repair night shift.

Defendants also commit to investigating the feasibility of installing a surveillance camera on the walk outside the industries area.

B. Vocational Training

1. Carpentry Vocational Training Program and Dry Wall Vocational Training Program

Defendants commit to begin operation of a carpentry vocational training program and a dry wall vocational training program within thirty (30) days of the hiring of an instructor for each program. The dry wall instructor position was initially posted in mid-December 1981 and posting was closed at the end of December 1981. The position shall be reposted promptly and reposting shall be closed within three (3) weeks. If a suitable individual for the dry wall instructor position is identified within the reposting period, defendants

commit to fill the instructor position by no later than three (3) weeks after the reposting is closed. If no suitable individual is identified during the posting period, the parties shall meet to discuss steps to be taken toward hiring a dry wall instructor, including but not limited to examination of the appropriateness of the duties and responsibilities outlined in the position description and/or the DS level.

The carpentry instructor position was posted on February 15, 1982 and posting shall be closed within three (3) weeks of that date. If a suitable carpentry instructor is not identified within the posting period, counsel for plaintiffs shall be notified immediately and the position shall be reposted for an additional three- (3-) week period. If a suitable individual for the carpentry instructor position is identified within a posting period, defendants commit to fill the instructor position by no later than three (3) weeks after the posting is closed. If no suitable individual is identified during the second posting period, the parties shall meet to discuss steps to be taken toward hiring a carpentry instructor, including but not limited to examination of the appropriateness of the duties and responsibilities outlined in the position description and/or the DS level.

Both the carpentry and dry wall vocational training programs shall be maintained at a minimum level of fifteen (15) residents. Whenever the number of resident participants in either program drops below fifteen (15), the vacancy or vacancies shall be filled immediately after the completion of the standard classification selection.

Defendants shall include information on the status of the carpentry and dry wall programs and the number

of resident participants in each program in the monthly reports to be submitted to counsel for plaintiffs.

2. Additional Vocational Training Programs

Defendants commit to expend their best efforts toward expanding the vocational training programs currently operating at Central. Further, the Department commits to request funding for additional vocational training programs at Central, to attempt to obtain additional vocational program space, and to request funding to hire additional vocational training instructors beginning in fiscal year 1984 and to continue in future years, consistent with other budgetary needs of the Department. It is understood that matters involving safety, security and medical care will have a superseding priority.

3. Additional Program Space

Defendants commit to conduct a study concerning the feasibility of developing additional program space for the vocational training program and the academic school. The feasibility study shall address the possibility of renovating the "old bakery building" by vocational training students, residents and/or outside contractors. It shall also address the possibility of erecting a prefabricated building at the Central facility or of developing any other program space. The study shall consider among other things what use could be made of the old bakery building or other structure with expenditure of the following amounts: \$100,000; \$150,000; and \$200,000, and time periods within which the space could be developed. The feasibility study shall be completed within six (6) months of the signing of this Agreement. At that time the parties shall meet to discuss a plan for expanding the vocational training and academic school space at Central including examination of other capital expenditure items addressed in this Agreement. If the parties are unable

to agree to such a plan, the issue will be presented to the Court for resolution, the Court to be guided in its discretion by program needs and the fiscal constraints of the District of Columbia provided that the Court will in no case order funds to be expended in excess of \$200,000.

C. Academic School

1. Additional Staff

Defendants commit to post the following staff positions for the academic school in addition to those positions already filled:

- a. a basic/secondary education instructor;
- b. a librarian;
- c. an administrative aide; and
- d. a special education teacher.

By March 30, 1982, defendants commit to post the librarian and administrative aid staff positions. Defendants commit to use their best efforts to secure funding for the basic/secondary education instructor and the special education teacher and to post promptly and to fill those positions once such funding is secured. For each of the above-listed positions, the posting shall be closed within a three-(3-) week period. If defendants are unable to identify an appropriate individual to fill a position in question within the three- (3-) week period, counsel for plaintiffs shall be notified immediately and defendants shall repost the position for an additional three- (3-) week period. If at that time a suitable individual is not identified, the parties shall meet to discuss steps to be taken to hire a suitable individual, including but not limited to an examination of the appropriateness of the duties and responsibilities outlined in the position description and/or DS level. Each above-listed position shall be filled within three (3) weeks of the final closing of the posting for each position.

2. Link with Receiving and Diagnostic Center

Defendants commit to reevaluate the adequacy of the academic school program at six- (6-) month intervals after the R&D Center becomes operational in order to determine whether expansion of the academic school program is necessary. A summary report of the academic needs of Central Facility designees identified at the R&D Center shall be submitted to counsel for plaintiffs at the above-noted six- (6-) month intervals. Defendants commit to exert their best efforts toward expanding the academic school program in accordance with the findings of the R&D Center reports.

3. Volunteer Services

Defendants commit to continue to provide full support to volunteer programs providing academic instruction and/or tutoring for Central residents.

4. Additional Program Space

As outlined in Item VIII(C) (3) of this Agreement, Defendants commit to complete a feasibility study concerning the development of additional program space for the vocational training program and the academic school. Defendants also commit to exert their best efforts toward identifying suitable space to house and to expand the libraries (general library and law library) at the Central Facility.

D. Classification and Parole

1. Additional Staff

Defendants commit to hire one administrative aide in addition to the C&P staff currently employed at Central. That position shall be posted by March 30, 1982, and the posting shall be closed after a three- (3-) week period. If defendants are unable to identify an appropriate individual to fill the administrative aide position within the three- (3-) week period, counsel for plaintiffs shall

be notified immediately and defendants shall repost the position for an additional three- (3-) week period. If at that time a suitable individual is not identified, the parties shall meet to discuss steps to be taken to hire a suitable individual, including but not limited to the appropriateness of the duties and responsibilities outlined in the position description and/or DS level. The position shall be filled within three (3) weeks of the final closing of the posting of each position.

It is further understood by the parties that regardless of potential reductions in population levels, the number of C&P officers serving the Central population shall at a minimum be maintained at thirteen (13) C&P officers for the general population, two (2) C&P officers for the Orientation Unit, and three (3) supervisory correctional treatment specialists. If the population at Central is reduced to the level required in Item IX of this Agreement by September 1, 1982, or if there are significant reductions in the population level by that date, defendants will not be required to increase the number of C&P officer staff. If, however, significant progress is not made in reducing population levels, defendants commit to hiring one (1) additional C&P officer to serve the Central Population. That position shall be posted promptly in accordance with Item VIII(J)(2) of this Agreement.

2. Reports for Currently-Incarcerated Residents

Currently-incarcerated residents shall be screened and provided with individualized program plans in accordance with the standard classification report attached as Exhibit 8 to this Agreement. These standardized reports shall be completed for each resident who does not receive diagnostic screening at the R&D Center on or before August 1, 1982.

3. Program Follow-Up

Defendants commit that C&P officers shall periodically review each resident's file, at a minimum at six- (6-) month intervals, to ensure that the recommendations made by the R&D Center or in a currently-incarcerated resident's standard classification report are being met.

E. Psychological Services Unit

1. Additional Staff

Defendants commit to post by March 30, 1982, a position for a psychologist in addition to the five (5) psychologists already on board to provide psychological services at Central. Defendants posted an administrative aide position and the posting was closed on February 13, 1982. For the psychologist position the posting shall be closed after a three- (3-) week period. If defendants are unable to identify an appropriate individual to fill a position in question within a three- (3-) week period, counsel for plaintiffs shall be notified immediately and defendants shall repost the position for an additional three- (3-) week period. If at that time a suitable individual is not identified, the parties shall meet to discuss steps to be taken to hire a suitable individual, including but not limited to examination of the appropriateness of the duties and responsibilities outlined in the position description and/or DS level. Each above-listed position shall be filled within three (3) weeks of the final closing of the posting for that position.

Defendants further commit that no resident shall be employed in a position in which he has access to the confidential psychological records of any residents.

2. Volunteer Efforts

Defendants commit to exert their best efforts to obtain volunteer students, clinical residents, interns, or professors, studying or teaching psychology, psychiatry, or social work at local universities to provide therapy to the residents at Central. Defendants further commit to provide complete cooperation with the efforts and needs of students and professors participating in providing psychological services to the residents at Central. Defendants shall submit a report to counsel for plaintiffs within six (6) months of the signing of this Agreement detailing the progress of its efforts in involving local universities in providing psychological services. Thereafter, defendants shall include updates concerning their efforts in this regard in the monthly reports to be submitted to counsel for plaintiffs.

F. Work Squads

Defendants commit to continue to reduce the number of residents assigned to fifty (50) squad and to assign two (2) officers to supervise the work of that squad; to ensure that each resident assigned to each squad is occupied for at least four (4) hours per day at his work squad, with the exception of time spent at school or other institutional activities; to maintain complete records of resident attendance and activities at each work squad; and to exert their best efforts toward developing additional work squads to operate at Central.

Any changes or developments concerning work squads shall be addressed in the monthly reports to be submitted to counsel for plaintiffs. Additionally, every ninety (90) days defendants shall submit to counsel for plaintiffs a

report detailing the number of residents assigned to each work squad, the number of residents attending each work squad, the number of work hours expended by each work squad and the work performed by each work squad.

G. Office of Volunteer Services

Defendants commit to support the efforts of the Office of Volunteer Services, to include but not be limited to the following:

- (1) drug and alcohol treatment programs;
- (2) tutoring and teaching programs;
- (3) efforts to obtain eight (8) PLATO systems for the Central Facility and to provide space in which the PLATO systems can be used by residents in a reasonable and beneficial manner consistent with the purposes of the systems;
- (4) support for a visual arts program to be administered through the Hubert H. Humphrey Arts Scholarship Fund to include classes in ceramics, leather manufacturing and tailoring. This support shall include but not be limited to complete support for efforts to obtain additional funding and provision of adequate program space without displacing any currently-functioning programs.
- (5) support for and provision of space in which to operate a reentry program to provide services to residents including but not limited to social skills training,

- special academic tutoring, job placement assistance, establishing a residence in the community, in-patient services in the community, stress management training, drug counseling in the community, money management and mental health treatment;
- (6) support to all volunteer services provided by students, clinical interns, residents, professors and others organized by the Office of Volunteer Services for programs at Central, including but not limited to the academic school, the psychological services unit, and the dentistry and medical services;
- (7) provision of best efforts support for a management skills program planned to train staff at Lorton.

H. Letters of Recognition

Defendants commit to provide to residents of Central prior to release letters and/or certificates that identify the nature of work, amount of time performing such work, and training skills received while incarcerated at Central. These letters and/or certificates shall address achievements made in any program at Central, including but not limited to industries, vocational training, academic school and/or work squad whether or not the resident has completed a specific training program. In connection with the objective of providing residents with recognition of the work or other institutional activities performed at Central,

defendants commit to maintain in every resident's institutional file an accurate record listing at a minimum each activity in which a resident has participated, and the length of participation, duties, responsibilities and/or accomplishments. The letters of recognition and/or certificates shall be made available to a resident upon request and the defendants commit to take adequate steps to ensure that each resident is aware of the availability of such a letter and/or certificate within thirty (30) days prior to his release from Central.

I. Lorton Transformation Project

Defendants commit to endorse and to cooperate with the efforts of the Lorton Transformation Project to secure funding from private foundations or other grant sources. Defendants also commit to continue to permit the Lorton Transformation Project to operate at Central and to expand its program efforts. Additionally, defendants shall continue to provide an office location at Central during day-time program hours for the Lorton Transformation Project. Defendants shall exert their best efforts to provide an office location during the evening- and weekend-program hours, considering the office needs of other programs operating at Central, on a space-available basis during times that the Lorton Transformation Project director or other employee is present, and at other times upon approval of the Central Administrator.

J. Program Levels, Staffing, Reporting Requirements and Non-Compliance

1. Program Levels

Defendants commit to maintain all currently-operating programs at maximum resident participation levels

and to maintain all programs detailed in this Agreement at maximum resident-participation levels. If at any time defendants propose to terminate or to reduce participation in a particular program or programs, they shall notify counsel for plaintiffs. Before such termination or reduction occurs, defendants commit to meet with counsel for plaintiffs to discuss the reasons for the proposed termination or reduction. If the parties are unable to agree that the proposed termination or reduction is reasonable, the dispute shall be submitted to the Court in accordance with the terms of Item X of this Agreement.

Defendants commit that implementation of the program requirements set forth in this Agreement shall not result in the displacement or reduction of any programs currently operating at the Central Facility.

2. Staffing

Defendants shall exert their best efforts to ensure that staff levels for all programs are maintained at current levels with the addition of all staff outlined in Item VIII of this Agreement. Defendants shall inform counsel for plaintiffs in their monthly reports of all vacancies in program staff positions and of defendants' efforts toward filling those vacancies. Except for staff vacancies in the industries area for which defendants commit to post as soon as they receive notice that a position will become vacant (Item VIII(A)(5)), defendants commit to post a position promptly upon that position becoming vacant. Posting shall be closed within a three- (3-) week period and if a suitable individual to fill that position is identified, the position shall be filled within an additional

three (3-) week period. If a suitable individual is not identified, then the position shall be reposted within two (2) weeks following the closing of the initial posting. Reposting shall be closed within three (3) weeks and defendants shall immediately notify counsel for plaintiffs and reevaluate their hiring efforts, including but not limited to examination of the position description and/or DS level. If defendants are unable to fill a position in four (4) months, the parties shall proceed in accordance with the terms of Section X of this Agreement.

Defendants further commit to maintain a policy of supporting the highest salary level for staff positions that the duties and responsibilities of those positions justify.

Attached as Exhibit 14 to this Agreement is a copy of the Residency Exemption Reinstatement Act of 1982, D.C. Act 4-150 (Feb. 9, 1982) (to be codified at D.C. Code §§ 1-608.1-1-609.1 (1981 ed.)) which in part permits the District of Columbia to hire as employees individuals who do not live within the District of Columbia at installations not located within the geographic bounds of the District of Columbia. This provision should facilitate the hiring of qualified individuals at Central. In case of amendment of the relevant sections of this Act, defendants shall immediately notify counsel for plaintiffs and shall advise counsel for plaintiffs of any recruitment problems being encountered by the Department in the absence of the exemption from the District of Columbia residency requirement for Lorton employees.

3. Reporting Requirements

Unless otherwise provided in Item VIII of this Agreement, defendants shall include a description of all program changes that occur at Central in the monthly reports to be submitted to counsel for plaintiffs.

4. Non-Compliance

If defendants fail to comply with any of the provisions of this Agreement, the parties shall proceed in accordance with the provisions of Item X of this Agreement.

IX. POPULATION LID

It is understood by the parties that the elements of this Agreement rest fundamentally on the number of residents committed to the Central Facility. The parties have agreed upon a rated capacity of 1166 for the resident population at Central. This rated capacity for the institution is premised on the basis of sixty (60) square feet per resident for sleeping space and an additional thirty-five (35) square feet per resident for day room space. It is recognized that the agreed rated capacity will be adjusted to reflect any renovations that may close dormitories or convert living space to bathroom space in the future, any transfer of residents out of T-26 for the creation of an Orientation Unit at Central, or other such changes in available living space. The parties have agreed on the following rated capacities for individual dormitories:

<u>Dormitory</u>	<u>Rated Capacity</u>
1	33
2	41
3	41
4	41
5	41
6	41
7	34
8	34
9	41
10	41
11	41
12	41
13	41
14	46
15	67
16	67
17	67
18	67
19	37
20	23
21	46
22	39
23	40
24	53
25	62
26	<u>41</u>
TOTAL	1166

To implement the objective of limiting population to the rated capacity, and recognizing that the number of residents committed to Central is a matter over which defendants have little or no control, it is agreed as follows: Pursuant to Item X of this Agreement, Plaintiffs will be provided from this date forward with monthly reports of the population levels at the Central Facility sufficient to show the number of residents in each dormitory. If on September 1, 1982, defendants have not achieved the agreed rated capacity, adjusted as appropriate, then representatives of the parties will meet to discuss reasonable projections of the Department for resident population at Central through March 15, 1983, and what steps defendants are prepared to take to reduce the population to rated capacity.

If that conference between the parties does not produce a program reasonably projected to achieve the rated capacity by March 15, 1983, the parties shall appear promptly before the Court to discuss the level of the resident population and reasonable projections for the resident population for the remainder of 1983. Upon hearing the views of the parties on the matter, the Court may, in its discretion, appoint a Special Master to review the issues raised by the level of the resident population and the impact of that level on the other elements of this Agreement. The Court, in its discretion, may request that the Master present recommendations prior to March 15, 1983, as to steps to be taken to reduce the population and to modify the final Settlement Agreement so that its objectives may be achieved. The Master may consult freely with representatives of both parties.

This same procedure shall be followed by the parties if at any time after March 15, 1983, the population level at

Central should exceed the agreed rated capacity for a substantial period of time. It is further understood that if the Central population falls below the agreed rated capacity for a substantial period of time, the parties may meet at defendants' request to renegotiate any appropriate provisions of this Agreement.

X. NOTICE AND REPORTING REQUIREMENTS
AND ENFORCEMENT

1. Notice and Reporting

Defendants shall notify plaintiffs' counsel upon the completion of each of the foregoing requirements and shall prepare monthly reports to be submitted to plaintiffs' counsel describing the progress made in accomplishing each item listed in this Agreement. In addition, defendants shall transmit to plaintiffs' counsel Assault Reports, Incident Reports, and Injury Reports for Residents and Staff. Plaintiffs' counsel shall have continuing access to Contraband Reports.

Plaintiffs' and defendants' counsel shall meet from time to time to modify any of the reporting requirements mentioned above or in any of the other Items of this Agreement to reflect the completion of or compliance with the terms of this Agreement.

2. Enforcement

Notwithstanding and in addition to other procedures for enforcement established by other Items of this Agreement, if counsel for plaintiffs determines through a review of the monthly reports or through any other means that the District of Columbia has failed to comply with any of the provisions of this Agreement, counsel for plaintiffs shall notify the District of its determination. Within two (2) weeks of receipt of such notification, the District shall respond to counsel for plaintiffs either with a fully explained denial of non-compliance or with an explanation for non-compliance and a plan to correct the non-compliance. If counsel for plaintiffs is not satisfied with the response, the parties shall meet within three (3) weeks of the initial notification

to discuss the reasonableness of the District's non-compliance or denial of non-compliance and to determine whether the parties can agree to a plan to correct any non-compliance. If the parties are unable to resolve a dispute as to non-compliance within six (6) weeks of the initial notification, either party may apply to the Court for assistance. Should counsel for plaintiffs determine that there is imminent danger to the health or safety of the residents, counsel for plaintiffs may seek assistance from the Court at any time.

Upon application from either party, the Court in its discretion may enforce any provision of this Agreement as a Consent Judgment, may determine that the District of Columbia is in Contempt of Court and impose appropriate sanctions, may appoint a Master to monitor and/or supervise compliance with this Agreement or any of its provisions, or may appoint a Magistrate to monitor and enforce compliance with this Agreement or any of its provisions.

XI. COSTS AND EXPERT FEES

Defendants shall pay the reasonable costs of plaintiffs in conducting this litigation and negotiating this Settlement Agreement, as well as the fees of experts retained to assist in litigation, to testify at trial up to the date of the signing of this Agreement, and to assist in negotiating the Final Settlement Agreement. Defendants understand that plaintiffs may incur additional expenses and fees (e.g., for duplicating, telephone calls, and postage) in the time period prior to the Court's Order approving the entry of a Consent Decree, and shall pay such reasonable costs and fees.

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Counsel for Plaintiffs

Counsel for Defendants

Dated March 3, 1982

Entered as the Court's Consent
Decree this 28th day of April,
1982.

James L. F.
UNITED STATES DISTRICT JUDGE