

CONSENT DECREES

ORIGINAL

LODGED

IN THE UNITED STATES DISTRICT COURT

NOV 12 1993  
FOR THE DISTRICT OF HAWAI'I

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AGNES SPEAR, et al. CLERK, U. S. DISTRICT COURT  
DISTRICT OF HAWAI'I

Civ. No. 84-1104  
(In re Spear Litigation--all cases)

Plaintiffs,

vs.

ORDER APPROVING PROPOSED FINAL  
SETTLEMENT AGREEMENT

JOHN WAIHEE, Governor of  
Hawai'i, et al.,

Defendants.

**BRIEF BANK**

FILED IN U.S.  
DISTRICT COURT  
DISTRICT OF HAWAII

NOV 10 1993  
11:00 clock and 30 min. W.  
WALTER A.Y.H. CHINN, CLERK

ORDER APPROVING PROPOSED FINAL SETTLEMENT AGREEMENT

The matter having come before the Court at the hearing held on November 10, 1993, and the Court having considered the full record, Plaintiffs' Memorandum in Support of Proposed Settlement Agreement, argument presented by Carl M. Varady for the Plaintiff Class and Steven S. Michaels for Defendants, and objections filed by certain persons asserting status as class members, and the Court being fully advised in the premises and concluding that the agreement is an arms' length agreement fairly representing the interests of the Plaintiff Class,

IT IS HEREBY ORDERED, that the Proposed Final Settlement Agreement, filed by the parties on July 16, 1993, and attached hereto, is approved.

DATED: Honolulu, Hawai'i, November 19, 1993.

Spear v. Waihee



PC-HI-0001-0008

*James P. King*  
UNITED STATES DISTRICT COURT JUDGE

Spear, et al. v. Waihee, et al., Civ. No. 84-1004 (In re Spear Litigation--all cases); ORDER APPROVING PROPOSED FINAL SETTLEMENT AGREEMENT

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FILED IN THE  
 UNITED STATES DISTRICT COURT  
 DISTRICT OF HAWAII

FILE 10 1973  
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 o'clock and \_\_\_\_\_ min.  
 WALTER A. Y. N. CHINN, Clerk

IN THE UNITED STATES DISTRICT COURT  
 FOR THE DISTRICT OF HAWAII

AGNES SPEAR, et al., )  
 )  
 Plaintiffs, )  
 )  
 vs. )  
 )  
 JOHN WAIHEE, Governor of )  
 Hawaii, et al., )  
 )  
 Defendants. )

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D.C. Civ. No. 84-1104  
 (In Re: Spear Litigation -  
 All Cases)

*Proposed*  
FINAL SETTLEMENT AGREEMENT

Because the parties are interested in resolving plaintiffs' concerns about areas of non-compliance, in addressing proposals that defendants might have for modification of existing orders, and in addressing the ultimate termination of auditing and reporting by the three expert panels and of the Court's active supervision of the consent decree and remedial orders in this cause, the parties hereby enter into this settlement agreement.

This agreement reflects more than two years of oral and written discussions among the parties and their counsel. The parties have attempted to bring about the goals of the plaintiffs and at the same time to accomplish dismissal of this federal action as soon as is practical so as to return full operation of the facilities within the scope of this litigation to the sovereign control of the State of Hawaii and its own officials.

I. BACKGROUND

A. PARTIES

The plaintiffs are the class of prisoners who are presently confined at Women's Community Correctional Center (WCCC) and Oahu Community Correctional Center (OCCC) or who may in the future be confined in those facilities or in any facility utilized as a substitute or replacement for those facilities. Defendants are the Governor of the State of Hawaii and certain other state officials with authority over the facilities.

B. CASE HISTORY

1. This proceeding was originally initiated as an action under 42 U.S.C. § 1983, and challenged the conditions of confinement at the facilities presently known as OCC and WCC. It was certified as a class action on September 26, 1984, in accordance with Rule 23 of the Federal Rules of Civil Procedure.

2. On June 12, 1985, the parties entered into a consent decree. This decree, later approved by this court, established expert panels to formulate implementation plans for making changes in three areas dealing generally with medical and mental health care, food services and environmental health, and correctional policies. The implementation plans were approved by the court on February 25, 1986. Beginning April 1, 1986, the panels conducted semi-annual inspections and reported on compliance with the requirements of each of the plans. On January 21, 1987, the parties entered into a supplemental agreement which amended certain provisions of each plan, and provided for other relief. Further agreements relating to fees and costs have been entered.

3. Today, more than eight and one half years after certification of the class, the parties desire to modify substantially all prior agreements so as better to achieve their respective goals. Plaintiffs' goals are to achieve safe, healthful conditions and appropriate health, environmental and correctional policies, in accordance with constitutional standards, not just in form but in fact, at the facilities within the jurisdiction of this case. Defendants share plaintiffs' goals but also wish to achieve termination of this federal litigation as soon as is practicable, so that operation of the facilities at issue can be returned fully

Defendants, for their part, agree that population limits are a central factor which drives other aspects of conditions of confinement, and believe that a system of state-court supervised

their interests.

that state court supervision of those methods will adequately serve population control for the facilities. Plaintiffs further agree interests will be served by judicially-enforceable methods of light of changed circumstances, adequate protection of plaintiffs' agreements which remain relevant to the facilities at issue in sustained substantial compliance with those terms of the prior addition, plaintiffs are of the belief that, after a period of legally, since the latest supplemental agreement filed in 1987. In minimum, substantial changes in circumstances, both factually and agreements is in need of modification. There have been, at a 4. The parties are in agreement that the present set of

power.

circumstances and other factors that motivate the court's equity the Federal Rules of Civil Procedure, in light of changed modification of the previous agreements pursuant to Rule 60(b) of litigation arising from compliance with the prior agreements, and noncompliance, if any, dismissal of all or certain parts of the of compliance which has been achieved to date, remedies for protracted litigation in this court over such matters as the degree the subject facilities better serves the public interest than public and private resources to the improvement and maintenance of parties' goals conflict in part, they agree that the devotion of to the authority of officials of the State of Hawaii. Although the

population limits at the facilities will provide the discretion necessary to manage the facilities in the most efficient manner. The Defendants further believe that it would be institutionally appropriate for population control to be returned to the state courts as it is those courts whose decisions in the criminal docket contribute to prison overcrowding and circumstances which breed litigation.

5. Accordingly, the parties desire to modify the existing set of agreements in substantial fashion. These modifications would abolish the existing panels and substitute two independent monitors, Patrick McManus and Jerry Enomoto, in their stead. The monitors would be empowered to modify the substantive terms of the consent agreements previously entered herein and assume the principal role of determining whether sustained substantial compliance has been achieved subject to objection by the parties.

6. Upon the provisional approval of this agreement by the Court, Patrick McManus and Jerry Enomoto shall be deemed the independent monitors (Monitors) by the parties. The Monitors shall have the authority to modify the present agreements so as to abolish any previous requirements that, in their professional judgement, are not required by current circumstances. The Monitors, except upon the consent of the Director of Public Safety, and the Attorney General, shall not have the power to impose greater burdens on the defendants than exist at present.

7. In April, 1993, the Monitors conducted an extensive survey of the facilities covered by this agreement and reviewed all of the outstanding agreements and remedial plans with the parties

c. In no event shall triple celling be allowed.

that the prisoner can be housed appropriately in a double-cell.

classification officer and that there is a documented determination that each prisoner has had an opportunity to meet privately with a are confined to their cells for no more than ten (10) hours a day, existing facility at OCC may be double-celled provided that they b. Prisoners in protective custody modules at the day.

they are confined to their cells for no more than ten (10) hours a modules at the existing facility at OCC may be double-celled if 2. a. Prisoners in regular (general) population existing facilities or in newly constructed facilities.

II, defendants shall not assign more than one prisoner to a cell in B. 1. Except as provided in Paragraph B.2. of this Section space.

program space, office space, recreation space or general purpose prisoners shall not be housed in corridors, hallways, dayrooms, not be utilized for the housing of prisoners. For example, A. Areas not designed and built for housing prisoners shall

II. RESTRICTIONS ON OVERCROWDING

overcrowding shall be observed.

provision of this agreement, the following restrictions on settlement agreement. Notwithstanding the foregoing or any other making the compliance determinations called for in this final Court, the Monitors' first report shall be used henceforth for from that survey and review. Upon the provisional approval of the this agreement is the first report of the Monitors which results in the light of current conditions and circumstances. Appended to

d. New housing units are currently being planned to replace the existing units at WCCC. Defendants shall be permitted to double-cell up to fifty percent (50%) of the cells in the new housing units for general population prisoners provided that double-celled prisoners are confined to their cells for no more than ten (10) hours a day.

3. The designated maximum population capacities for the following respective housing areas shall not be exceeded, except in the event of an emergency as set forth in Paragraph D.

OCCC

(These capacities are based upon current use.)

Modules - 518

Holding Unit - 36

Annex II- 114, but only so long as the unit is used to house: prisoners who have the opportunity to participate in full-time (at least seven hours a day) community service or furlough programs; prisoners with 90 days or less to serve on their sentence; prisoners who are serving intermittent sentences; or prisoners who are in full-time worklines in OCCC. In the event that Annex II is used to house prisoners who do not meet these criteria the capacity shall be 96.

Laumaka - 96

Pan Abode - 28

Annex I - 84

WCCC (These capacities are based upon current use)

Hookipa - 51



Iso - 3

DU - 3

Interim Facility - 48

Canoe House - 24

WCCC (Planned)

Kaala Cottage - 90

Maunawili Cottage - 16

Olomana Cottage Dormitories - 64

4. Dormitories used for housing prisoners shall provide each occupant at least twenty-five square feet of unencumbered floor space. This space requirement shall not include space encumbered by a bed or locker nor shall it include any available program space.

5. It is agreed that the present function of OCCC is as a pre-trial detention facility for the City and County of Honolulu, and as a place of incarceration for male misdemeanants and certain short-term felons, and that the present function of WCCC is as a place of incarceration for sentenced females, and, on occasion, female pretrial detainees. Should the present functions of OCCC or WCCC, or a significant segment of the population (under current functions) be transferred to another facility, such new facility shall meet the requirements now in effect of Part Two, Physical Plan, Sections 3-ALDF-2A-01 to 2G-05 inclusive of the Standards for Adult Local Detention Facilities, Third Edition of the American Correctional Association and the Commission for Accreditation for Corrections; or with Part Two, Physical Plant, Sections 3-4120 to 3-4166 inclusive of the Standards for Adult Correctional Institutions, Third Edition, and its Supplements of the American

correctional Association and the Commission on Accreditation of corrections now in effect (collectively the "ACA Standards"). Any new facilities obtained or constructed by or for the defendants, which serve substantially the same function of OCC or WCC, as described above, shall also meet the requirements of the ACA Standards, except as follows: if the population capacity of facilities serving substantially the same function as OCC reaches a total 2000, the ACA Standards shall not apply to facilities that add population capacity beyond that total; or, if the population capacity of facilities serving substantially the same function as WCC reaches a total of 250, the ACA Standards shall not apply to facilities that add population capacity beyond that total.

c. Paragraphs A and B of Section II shall be enforceable in any federal or state court of competent jurisdiction. In entering into this agreement, the parties acknowledge that the safety and security of prisoners and staff is a matter of mutual concern. The parties further acknowledge that certain conditions and eventualities are within the contemplation of the parties. These include the possibility that the Hawaii jail and prison system may experience a substantial increase or decrease in its population; that the rate of crime and/or conviction within the state of Hawaii may continue at its current rate or increase or decrease or substantially; that the incidence of parole may increase or decrease substantially; that the cost of construction of new facilities and/or renovation of existing facilities may increase or decrease substantially; that substantial difficulty may or may not be encountered by the Hawaii Department of Public Safety in attracting and employing security and non-security staff; and that

substantial construction delays may or may not occur with respect to the renovation of existing units or the construction of new facilities, units or additions thereto. A condition or eventuality within the contemplation of the parties does not constitute a changed circumstance.

D. The defendants shall substantially comply with the population capacities set forth in this agreement except in the following circumstances:

1. Any provision establishing population limits may be suspended, even in the absence of an emergency, if the suspension is temporarily necessary because of actions by members of the plaintiff class or if suspensions are sporadic or isolated in nature, provided that the suspension lasts no longer than 72 consecutive hours. Any such suspension, including the reason therefore, shall be reported to counsel for plaintiffs as promptly as is reasonably possible following the commencement of the suspension.

2. a. In the event of an emergency that makes compliance with any of the terms of this settlement agreement impossible, extraordinarily difficult or infeasible, it may be necessary to suspend temporarily, even beyond 72 consecutive hours, any provision that establishes population limits of this settlement agreement. In such event, the Director of Public Safety shall formally declare a state of emergency, and, as soon as practical but no later than five days after such declaration, notify counsel for plaintiffs of the reasons that justified the suspension of any provision that establishes population limits of this settlement agreement. The defendants shall also notify counsel for plaintiffs

of the expected duration of the suspension and the plan of the defendants to restore full operation of the settlement agreement.

b. For purposes of this settlement agreement, an emergency is defined as a circumstance caused by a riot, fire, or similar event not caused intentionally by the defendants, their agents, or employees, that makes compliance with the provisions that establish population limits of this settlement agreement temporarily impossible, extraordinarily difficult or infeasible. Construction delays or labor disputes not caused intentionally or reasonably anticipated by the defendants may constitute an emergency, but legislative, executive, or administrative policy decisions not to appropriate funds or allocate resources to the housing of prisoners shall not justify the declaration of an emergency. In addition, legislative or judicial decisions regarding sentencing shall not justify the declaration of an emergency.

c. In the event that the defendants seek to continue emergency suspension of any provision that establishes population limits of this settlement agreement for a period of time greater than ninety days without the agreement of plaintiffs, the defendants may seek the Court's permission to suspend any provision that establishes population limits of this settlement agreement. In any such motion, the defendants bear the burden of persuasion. 3. If the plaintiffs believe that any suspension of any provision of this settlement agreement that establishes population limits or the duration of the suspension is unjustified, unreasonable, or taken in bad faith, they may request appropriate

the plaintiffs;

Director of the Department of Public Safety and to lead counsel for content or nature of such interviews or communications to the consultants. At their discretion, the Monitors may divulge the private, and may be held in confidence by the Monitors and agreement. Such interviews or other communication may be held in knowledgeable persons for interviews or written communication regarding conditions at the facilities covered by this settlement 1. unobstructed access to staff, inmates or other

have the following:

C. In carrying out their duties, consistent with legitimate requirements of security, the Monitors and their consultants shall

the Monitors and consultants shall be borne by defendants. advice and recommendations to the Monitors. Fees and expenses of agreement, report to the Monitors about such compliance and give observe and assess compliance with the terms of this settlement by the Monitors if they deem it necessary. The consultants shall environmental health and fire safety may be retained and utilized addition, independent consultants in the areas of medical care and compliance with the terms of this settlement agreement. In Enomoto as independent Monitors to observe and report upon B. The parties hereby designate Patrick McManus and Jerry

to under the original decree, are hereby dissolved.

A. The three expert panels, previously created by and agreed

III. INDEPENDENT MONITORS

burden of persuasion.

relief from the court. In such event, the plaintiffs bear the

2. complete and unobstructed access to files, records, reports, memoranda or other documents within the defendants' possession or custody for purposes of measuring compliance with the terms of this settlement agreement;

3. unobstructed access to tour and inspect the institutions;

D. The Monitors shall not be subject to dismissal except upon agreement of all parties or by the Court upon motion of one of the parties and upon a showing of good cause.

#### IV. MONITORING AND COMPLIANCE

A. For purposes of this settlement agreement, "substantial compliance" means that defendants generally are in compliance with the terms of the consent decree, supplemental agreement and expert panel plans as modified and circumscribed by the Monitors' first report appended to this settlement agreement as it affects a particular area. Incidents of non-compliance do not necessarily prevent a finding of substantial compliance. The determination of substantial compliance shall take into account the extent to which exceptions to compliance are sporadic or isolated in nature, are unintentional, are the temporary result of actions by the members of the plaintiff class and are promptly and properly addressed by corrective action and, where appropriate, disciplinary action against staff members responsible for the exception to compliance. In no event shall a determination of substantial compliance be made if exceptions to compliance are the result of wilful or intentional actions by defendants.

B. Commencing on July 11, 1993, the Monitors shall conduct periodic inspections and prepare reports detailing the state of

defendants' compliance with the provisions of this settlement agreement.

C. The periodic inspections of the Monitors shall continue until they certify that the defendants have been in substantial compliance with the terms of this settlement agreement in a particular area for a period of four months. The plaintiffs shall have the opportunity to challenge a determination of substantial compliance and the defendants may challenge any refusal to find substantial compliance. The Court shall establish a procedure by which any hearing on that issue shall be conducted and shall review any determination by the Monitors under a clearly erroneous standard.

D. After the Court approves a determination of substantial compliance, as set forth above, the defendants shall file with the Court and serve on the Monitors and plaintiffs' counsel comprehensive quarterly compliance reports and supporting documentation detailing the state of defendants' compliance with every provision of the settlement agreement. The Director of the Department of Public Safety shall file with the Court and serve on the Monitors and plaintiffs' counsel a certificate attesting that the contents of the compliance reports are true and correct, and that the documents submitted in support of them are true and accurate copies of defendants' documents maintained in the ordinary course of operations of the institution. The first such report shall be filed with the Court three months from the date of the Court's approval of the substantial compliance determination. Counsel for the plaintiff class shall be afforded sufficient access to the institutions and to the plaintiffs to determine the accuracy

of the representations contained in the compliance reports filed by defendants. The Monitors shall conduct follow-up inspections to determine the accuracy of the representations contained in the compliance reports filed by defendants and shall file reports to the Court on their findings. Certified copies of their reports shall be delivered to plaintiffs' counsel and to defendants. In addition, the Monitors shall review any claim by either party that substantial non-compliance has recurred during this period of self-monitoring.

E. The obligation to file quarterly self-monitoring compliance reports under this agreement shall conclude six months after the date on which the Court approves a determination of substantial compliance.

F. At the end of the six month period set forth in Paragraph E above, and provided that the defendants have demonstrated continuing substantial compliance as verified by the Monitors, the parties shall execute and file with the Court, subject to appropriate class notification, a stipulation dismissing this lawsuit and dissolving any decree resulting from this settlement agreement except for the provisions of Section II of this agreement (Overcrowding Restrictions). The provisions of Section II of this agreement shall survive the aforesaid dismissal and continue to be enforceable in accordance with the provisions of Section II, Paragraph B except as hereafter modified by the provisions for state court enforcement.

G. Nothing stated herein shall prevent plaintiffs from moving the Court for additional or further relief based upon a claim of non-compliance including a failure to file appropriate



injunctive relief of a general nature as detailed in the complaint decree shall be deemed to settle all claims against defendants for entirely without prejudice, provided that the new state court place, this action in federal court shall be dismissed in its C. When the state court decree contemplated herein is in

appropriate officers of the judicial branch of state government. original defendants here, in their official capacities, as well as original class certified as plaintiffs in this case, and the B. The parties to this new lawsuit shall include the

the defendants in this court. enforcement of the consent decree that would not be available to state court action, defendants agree to assert no defense to overcrowding contained in Section II of this agreement. In the include each and every provision restricting and controlling consent decree settling that new action. That consent decree shall under 42 U.S.C. § 1983 in the courts of the State of Hawaii and a Paragraph F, the parties agree to file simultaneously a new action Section II of this agreement as contemplated in Section IV, this lawsuit except for the overcrowding restrictions contained in A. At such time as this Court enters an order dismissing

V. STATE COURT ENFORCEMENT OF OVERCROWDING PROVISIONS

finding of contempt. condition is remedied within a reasonable time, there shall be no that is the subject of plaintiffs' concern. If the practice or the particular circumstances, to remedy the practice or condition plaintiffs agree to give defendants a reasonable opportunity, under filing any motion seeking to hold defendants in contempt, however, quarterly compliance reports and supporting documentation. Before

filed in this case and which are applicable to more than the individual circumstances of a particular plaintiff class member. In addition, remedies for violation of the population limitations which shall continue in the state court decree entered pursuant to this agreement, shall, after this action is dismissed in this court, lie exclusively in the courts of Hawaii, subject to review under 28 U.S.C. § 1257 (1988).

#### VI. MISCELLANEOUS PROVISIONS

A. Defendants do not admit nor is there any finding that any constitutional rights of plaintiffs have ever been violated.

B. The plaintiffs shall not seek additional relief in connection with the lawsuit except as expressly provided in this agreement. No provision of this agreement shall be construed to prevent the plaintiffs from enforcing the provisions of this agreement nor shall individual members of the plaintiff class be precluded from pursuing claims for monetary relief. This paragraph shall not preclude the plaintiffs from seeking to recover reasonable and necessary attorneys' fees, costs and expenses from the defendants.

C. Members of the plaintiff class agree not to engage in any acts which would result in non-compliance with any terms of this agreement through no fault of the defendants. Members of the plaintiff class will assist the defendants in maintaining public property in the best condition possible by not damaging or destroying public property in the institutions.

D. Until this Court relinquishes jurisdiction in this case, counsel for plaintiffs shall have access to and shall receive copies of documents which effectuate the implementation of this

agreement. Counsel shall have access to all plaintiffs at reasonable times and under reasonable circumstances. Plaintiffs' counsel shall have access to all staff and institutions, upon reasonable notice to defendants' counsel. Defendants' counsel may be present at any meetings between plaintiffs' counsel and defendants' staff.

E. This agreement shall be submitted to the Court for its review and approval pursuant to Rule 23 of the Federal Rules of Civil Procedure. The parties shall recommend to the Court a method of complying with the notice provisions of Rule 23(d) and (e). The defendants shall ensure that all staff at OCCC and WCCC are advised of the content and meaning of this settlement agreement.

F. If this agreement is not approved in its entirety by the Court, then this agreement shall be null and void.

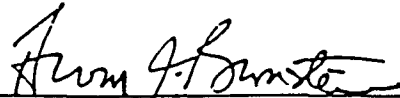
G. This agreement is a document which all parties have negotiated and drafted. Since all parties participated equally in drafting its terms, the general rule of construction interpreting

a document against the drafter shall not be applied in future interpretation of this agreement.

Agreed to this 13<sup>th</sup> day of July, 1993.



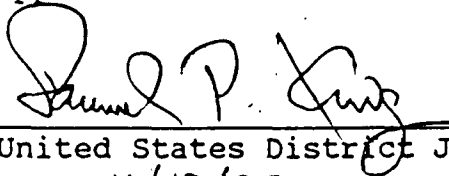
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Attorneys for Plaintiffs

Approved and So Ordered:



United States District Judge

11/19/93

AGNES SPEAR, et al., individually and on behalf of all other persons similarly situated v. JOHN WAIHEE, Governor of Hawaii, et al., Civ. No. 84-1104 (D. Haw), Final Agreement and Stipulation.

SPEAR v. WAIHEE  
Civ. No. 84-1104

FIRST REPORT OF THE MONITORS

This action was initiated under 42 U.S.C. § 1983, and challenged conditions of confinement at the Oahu Community Correctional Center (OCCC) and at the Women's Community Correctional Center (WCCC). It was certified as a class action on September 26, 1984, and the parties entered into a consent decree on June 12, 1985.

The consent decree, which was approved by this Court, provided for the establishment of three expert panels whose task was to develop plans to remedy the alleged constitutional deficiencies at these two facilities. The parties agreed to name three members to each of the panels, one expert named by each party and one staff member from the Division of Corrections. One panel was directed to develop a remedial plan in the area of medical and mental health. Another focused on environmental health and safety issues, and the third panel concentrated on correctional policies and practices.

The plans, developed by these panels, were approved by the Court on February 28, 1986, and were incorporated into the consent decree. Beginning on April 1, 1986, the panels began a process of conducting semi-annual inspections and reporting on progress toward compliance with each of the plans.

APPENDIX

On January 21, 1987, the parties entered into a supplemental agreement, subsequently adopted by the Court, which extended certain compliance dates and amended some provisions of the three plans.

Additionally, the Medical and Mental Health Panel submitted a Revised Mental Health Plan, which was agreed to in September 1989.

Considerable progress was made in a number of areas during the six years during which the panels were actively working. However, much remained to be accomplished. Early in 1991, the parties began informal discussions to determine whether other mechanisms might be developed to bring this litigation to a speedier, but mutually acceptable, conclusion.

Lengthy negotiations produced the final settlement agreement, to which this report is appended. This agreement provides for the dissolution of the three panels and, in their place, the appointment of two Independent Monitors, Jerry Enomoto and Patrick McManus. The agreement describes the functions of the Monitors, establishes time lines, and outlines the process to be followed. These details need not be recounted here.

This First Report of the Monitors is in accordance with that agreement and represents the first step in bringing this litigation to an equitable resolution, agreeable to counsel for the parties and the clients whom they represent. The purpose of this report is to provide the parties and the Court with a revised remedial plan,

based upon current conditions, which shall be used henceforth for making the compliance determinations called for in the final settlement agreement.

The format to be used in this report requires some explanation. The problem which we faced was how to present a very large and varied body of information in a way that is both accurate and usable. We have chosen to use a matrix format, which provides the core information and directs the reader to the source documents underlying that information.

The information contained in the Compliance Matrix is organized into five columns. Reading from left to right the five columns are as follows:

1. Description: This is a brief description of the item to be considered.
2. Source: This identifies the document which is the basis for determining that this item requires compliance. There are two documents which are noted in this column; they are identified by a two-letter prefix.

Prefix

Document

- |      |   |
|------|---|
| C.D. | This prefix refers to the original Consent Decree, approved by the Court on <u>June 12, 1985</u> .  |
| S.A. | This prefix refers to the Supplemental Agreement approved by the Court on <u>January 21, 1987</u> . |

3. Plan Reference: This column lists the citation to the various expert panel plans. Since these "plans" were authorized by the consent decree and incorporated into it, they are, of course, sources of jurisdiction for requiring compliance. But since these plans frequently contain more specific information, they are listed separately to assist the readers. Again, coding was relied on to decrease the volume of the Compliance Matrix. The following explanations are provided:

Prefix

Document

- E.H. This refers to the Environmental Health, Safety and Food Service Panel plan.
- MED This refers to the Medical and Mental Health Panel plan.
- R.M.H.P. This refers to the Revised Mental Health Plan.
- C This refers to the Corrections Panel Plan.

4. Status: This indicates the level of compliance which the Monitors anticipate finding once actual compliance inspections are conducted. These predictions are based on recent reports of the former expert panels but do not represent the Monitors' determination of current compliance.

Levels of Compliance

The following abbreviations represent the compliance designations which the monitors are using.

NLR: No longer relevant. Because of physical plant changes, these items are no longer part of the consent decree and will not be considered by the Monitors in determining compliance.



The current plans call for the Monitors to conduct compliance inspections on or about the following dates:

5. Remarks: This guide is provided for the users of the report. It indicates, for example, why the defendants are in apparent non-compliance or why an item needs modification.

ANC: Apparent non-compliance. Based on recent panel reports, these items will be presumed to be in non-compliance. They will be subject to the Monitors' ongoing inspection process.

AC: Apparent compliance. Based on recent panel reports, these items will be presumed to be in compliance. They will be subject to the Monitors' ongoing inspection process.

SC: Static compliance. These items represent one time actions which have apparently been completed. Inspections by the Monitors will verify that these actions have been completed, but once such a determination is made, they will no longer be part of the ongoing inspection process nor will they be included in the self-monitoring process.

MOD: Modified. Because of physical plant or operational changes these items have been modified to reflect current conditions and will be considered by the Monitors in that context in determining compliance.

July 11 - 16, 1993

October 17 - 22, 1993

January 16 - 21, 1994

April 17 - 22, 1994

The Compliance Matrix follows and is hereby incorporated into this report.

  
\_\_\_\_\_  
Jerry Enomoto  
Monitor

  
\_\_\_\_\_  
Patrick D. McManus  
Monitor

Dated: July 13, 1993

# MEDICAL PLAN

No.	DESCRIPTION	SOURCE	PLAN REFERENCE	STATUS	REMARKS
1	Physician coverage	CD-III - A	Med - A - 1	AC	
2	Dental coverage, -screening		Med - A - 2-a	ANC	Dental screens incomplete.
3	Dental coverage - Hygienist		Med - A - 2 - b	AC	
4	Dental - Hygienist to prioritize oral pathology		Med - A - 2 - c	ANC	Prioritize referral system.
5	Dental - routine examination		Med - A - 2 - d	AC	
6	Dental - remodeled at OCCC		Med - A - 2 - e	AC	
7	Dental - 40 hrs. service		Med - A - 2 - f	AC	
8	Dental - service for females within 30 days		Med - A - 2 - g	AC	
9	Mental Health Coverage	RMHP	Med. A - 3 - a	AC	
10	Mental Health Coverage	S.A. I. A. e, I. A. 2		MOD	RMHP controls
11	Psychologist Coverage	CDIII - A	Med. A - 3 - 6	ANC	Positions Not Filled
12	Director of Nursing job description		Med A - 4	AC	
13	OCCC RPN coverage		Med A - 4 - b	AC	
14	WCCC - Nursing Coverage		Med A - 4 - C	ANC	Chronic Vacancies.
15	Emergency Care		Med B -1, 2, 4, 5, 6	AC	
16	Nursing Coverage		Med B-3	ANC	Nursing coverage at WCCC
17	Training		Med C- 1, 2, 3	AC	
18	P&P and Protocols		Med D 1 - 13	SC	Relative to development
19	P&P and Protocols		Med D - 1 - 13	AC	Relative to implementation

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20	Med Distribution & Pharmacy		Med E - 1 - 15	AC	
21	Admission Screening		Med F 1, 2	AC	
22	Health Appraisals		Med G1, 2, 4, 5 (a-g)	AC	
23	Health Appraisals		Med G3	ANC	Long delay at OCCC
24	Initiation of therapy		Med G 5h	ANC	No progress noted
25	Therapeutic Diets & Dietitian Coverage		Med H	AC	
26	Medical Records		Med I	AC	
	<u>Revised Mental Health Plan (RMHP)</u>				
	Suicide Watch		RMHP Preamble	ANC	Inadequate staff
	Population Served		RMHP I	AC	
	Mental Health Housing		RMHP II. A.	ANC	Module 3 inappropriately utilized.
	Mental Health Housing		RMHP II. A.	ANC	Module 4 exceeded population cap.
	Mental Health Housing		RMHP II. A.	ANC	General population housed in Module 4 inappropriate.
	Management of Inmates		RMHP VI. A.	ANC	Treatment staff not notified.
	Mentally Ill in Holding Unit		RMHP VI. G.	ANC	Access to Holding Unit.
	Training		RMHP IV	ANC	Lack of required training
	Mental Health Program	SA. I, CDEF		MOD	RMHP controls.

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# ENVIRONMENTAL PLAN

NO.	DESCRIPTION	SOURCE	PLAN REFERENCE	STATUS	REMARKS
1	Building Systems & Fixtures	CD	EH I. A. 4	AC	
2	Remodeling of D. U. at WCCC	SA V. A	EH I A 5	AC	Except hot water in DU at WCCC.
3	Building Systems & Fixtures	CD	EH I. A. 7	AC	
4	Old Cellblock Dayroom Space	CD	EH. I. A. 6	NLR	
5	Bedding & Linen	CD	EH I. A. 7(K)	AC	
6	Mattresses on Floor		EH I. A. 8	NLR	
7	Clothing	CD	EH I. A. 9 to 12	AC	
8	Staffing	SA III. A. 1-4	EH I. A. 13	NLR	
9	Electrical, Plumbing & Hot Water		EH I. A. 14, 7	ANC	Hot water in HU
10	Laundry		EH I. B. 1	ANC	Hot water or use of sanitizing agents.
11	Sanitary Fixtures		EH I. C. 3	AC	
12	Barber Tools		EH I. C. 4	ANC	OCCC - Unsanitary practices
13	Housekeeping Policies	SA III. D.	EH I. D. 1 - 5	AC	Est. of adequate forms, policies & procedures.
14	Reporting Practices		EH I. D, 1-5	ANC	Reporting & correcting unsatisfactory conditions.
15	Inspections		EH I. D. 6. 1.	ANC	Independent inspections critical.
16	Outside Authority Inspections in accordance with accepted standards		EH I. D. 6. 2	ANC	To be considered in conjunction with I. E. 1-2 & SA III A. 2.
17	Secure services of environmental specialist	SA III. A. 2	EH I. E. 1 and I. E. 2	ANC	See above
18	Vermin Control		EH I. F. 1 & I.F. 2	AC	
19	Preventive Maintenance		EH I. F. 3	ANC	No Program
20	Spare Parts Inventory		EH I. F. 4	AC	

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NO.	DESCRIPTION	SOURCE	PLAN REFERENCE	STATUS	REMARKS
21	Cross Connections		EH I. F. 5	AC	
22	Buildings Codes & Standards		EH I. F. G.	ANC	Essential for WCCC construction
23	Ventilation Problems		EH I. F. 7 b& 8	ANC	
24	Humidity & Mold in Showers		EH I. F. 7 f	AC	WCCC (only)
25	Module Air Conditioning	SA III, G		ANC	OCCC Daily checks.
26	Ventilation, Holding Unit		EH I. F. 7 b	ANC	Inadequate ventilation
27	Smoke, Fire Detectors		EH I. G.1	ANC	
28	Checks of Detectors & Alarms	SA. II. A. 3		ANC	OCCC
				AC	WCCC
29	Inspections by Fire Marshall	SA II. D	EH I. G. 2	ANC	
30	Compliance w/NFPA 101		EH I G. 3	AC	
31	In - house Inspections	SA II A. 1	EH I G. 4 (a-d)	AC	
32	Emergency Evacuation Plans	SA II A. 4	EH I G 5 (a-e)	AC	
33	Post Evacuation Plans	SA II A. 4		AC	
34	Fire Drills	SA II. A. 5	EH I G 5 f	AC	
35	Crisis Intervention Training		EH I H 1	AC	
36	Nighttime Checks	SA III E. 3	EH I H 2	AC	
37	Electrical Safety		EH I H 3 & 4	AC	
38	Marked Chemicals		EH I. H. 5. III. 3	AC	
39	Fire Retardant Mattresses	SA II C	EH I. H. G	AC	
40	Storage of Combustibles		EH I. H. G. 7 & 8	AC	
41	Recruit for Dietitian, Develop Nutrition Program	SA III A. 2	EH II. A. 1 & 2	AC	
42	Special Diets		EH II A. 2 & 3	AC	
43	Request Special Diet		EH II A. 4	AC	
44	Food Temperature		EH II B. 1, 2, 3, 4	AC	
45	Procedures for Temperature Recording		EH II B. 9	ANC	Report not received.

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46	Refrigeration Temperature		EH II B 5, 6, 7 (a-c)	AC	
47	Dish washing		EH II C. 1. 2	ANC	Not applicable WCCC
48	Adequate Drying Racks		EH II C. 3	ANC	OCCC & WCCC
49	Scrap Dishes in Units		EH II C. 4	AC	
50	Disposition of Slop		EH II C. 5	AC	
51	Sneeze Guards		EH II D. 1	AC	
52	Comply with Food Standards		EH II D. 2	AC	
53	Hand Washing Facilities		EH II D. 6	AC ANC	OCCC WCCC - (No hot water & soap).
54	Vermin		EH II. D. 3, 5	AC ANC	OCCC WCCC "Lots of bugs".
55	Food Handlers		EH II D. 8	AC	
56	Food Worker Uniforms		EH II D. 9	AC	
57	Preventive Maintenance		EH II. E. 1	ANC	
58	Equipment NSF Approved		EH II E. 2	AC ANC	OCCC WCCC: NSF required at new facility.
59	Staffing	SA III A. 1, 4b	EH II F. 1	AC	
60	Training		EH II H (a-e)	AC	
61	Health Dept. Inspections	SA III B	EH II G. 2	ANC	No inspection of Satellite kitchen.
62	Cleaning & Self Inspection Programs	SA III C	EH II G. 1	ACN	No self.inspection of Satellite kitchen.
63	Policies & Procedures re: Food Service		EH II G. 3	AC	
64	Food Storage		EH II I. 1	AC	( ANC HYCF Facility)
65	Separation & Labeling Non-Food items.		EH II. I. 2 & 3	AC	
66	Inspection of Food		EH II. I. 4	AC	
67	Holding Unit Meals	SA III F		ANC	In-cell feeding?

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68	Compliance Reporting	SA VII		NLR	Replaced by Final Settlement Agreement
69	OCCC Cell Block items		EH I. A. 6	NLR	Cell Block Razed
			EH III. G.	NLR	
			EH I. F. 7a	NLR	
			EH I. F. 7c	NLR	
			EH I. F. 7e	NLR	
			EH II. B.	NLR	
			EH II D. 4	NLR	
			EH II. D. 7	SC	

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## CORRECTIONS

NO.	DESCRIPTION	SOURCE	PLAN REFERENCE	STATUS	REMARKS
1	Staff Training Plan Development	SA IV A 2	C I A 2	AC	
2	Training Officer Position	SA IV A 2	C I B 2	AC	
3	Training Relief Officers	SA IV C 1&2	C I 1&2	ANC	Relief officers never approved.
4	Staff Coverage		C II A	AC	
5	Recruitment		C II B	AC	
6	Classification Plan Development		C III A 1&2	AC	
7	Intake Unit at WCCC		C III B 2	MOD	Appropriate intake for women detainees & felons
8	Inmate Activity	SA IV E F G H I J K L	C IV A 2	MOD	Needed to reflect current use of facility.
9	Volunteer Activity		C IV B 2	AC	
10	Inmate Population Plan Development	C D II A B	C V A 1&2	MOD	Final agreement controls.
11	Alternatives		C V A 3	AC	
12	Laumaka II		C V B 2	MOD	Final agreement controls.
13	WCCC Capacity		C V C 1,2,3	MOD	Final agreement controls.
14	Old Cell Block		C V I A 1	NLR	Building Razed
15	Detention Unit & ISO Renovation DU & ISO Procedures	SA V A,B,C,E, SA V D,F	C VI B 1&2	SC AC	ISO capacity & Security checks.
16	Rec. at OCCC		C VII A	SC	Temporary arrangement.
17	MIS		C VIII B 2	AC	
18	Inmate Grievances		C VIII C 2	AC	
19	Policies & Procedures		C VIII D 2	SC	
20	Monitoring & Reporting		C VIII E A 1	MOD	Final agreement controls.
21	Population Capacity of New Units OCCC New Annex WCCC "Canoe House"	CD SA VI C 1	  C V C	 MOD SC	Final agreement controls.

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