

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF LOUISIANA**

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UNITED STATES OF AMERICA,		)	
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Plaintiff,		)	
		)	
v.		)	
		)	Civil Action No. 2:11-cv-02484-HGB-JCW
TERREBONNE PARISH,		)	
LOUISIANA		)	
		)	
		)	
		)	
Defendant.		)	
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**REVISED SETTLEMENT AGREEMENT AND ORDER**

## I. INTRODUCTION

1. On November 19, 2009, the United States, through the Department of Justice, (“the United States”) notified the Parish of Terrebonne, Louisiana (“Parish”) of its intention to investigate the conditions of confinement at the Terrebonne Parish Juvenile Detention Center Facility (“Facility”), pursuant to the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. § 14141 (“Section 14141”).
2. On March 22-25, 2010, the United States conducted an on-site inspection of the Facility with experts in juvenile protection from harm and secure detention. The United States has reviewed relevant Facility policies and procedures, reports, logs, video recordings, and other relevant documents and data, and interviewed Facility staff and detainees.
3. On January 18, 2011, the United States issued an investigative findings letter which concluded that certain conditions at the Facility violated the constitutional rights of juveniles detained or committed to the Facility (“Findings Letter”). The Findings Letter is Attached.
4. This Revised Settlement Agreement and Order (“Agreement”) is entered into between the United States and the Parish (collectively, “Parties”) to address conditions of confinement at the Facility. Consistent with the Court’s October 18, 2011, Order, this Agreement is filed in the United States District Court, Eastern District of Louisiana (Dkt. No. 5), and along with the Amended Complaint (Dkt. No. 3), which supersedes the initial Complaint (Dkt. No.1) in toto, shall resolve the United States’ claims, to date, that the Parish is in violation of Section 14141 in its operation and management of the Facility.
5. The Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1345, and 42 U.S.C. § 14141. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b).
6. The Parties stipulate that this Agreement complies in all respects with the provisions of the Prison Litigation Reform Act, 18 U.S.C. § 3626(a) (“PLRA”).
7. The Parties stipulate and agree that all of the prospective relief in this Agreement is narrowly drawn and extends no further than is necessary to correct the violations of the federal rights as described in the attached Findings Letter and incorporated into this Agreement. The Parties further stipulate and agree that the provisions of this Agreement are the least intrusive means necessary to correct the violations of the federal rights.
8. This Agreement shall constitute the entire integrated agreement of the Parties. Except for the United States’ January 18, 2011, Findings Letter, no prior contemporaneous communications, oral or written, or prior drafts shall be relevant

or admissible for purposes of determining the meaning of any provisions herein in this litigation or in any other proceeding.

9. To the extent possible and with adequate procedures and supports, the United States welcomes and encourages community placement for eligible youth as an alternative to detention in the Facility. The Parish should implement appropriate procedures to determine those youth within the Facility who are eligible to be placed in the community and place such individuals within the community with adequate community supports and services.

## II. DEFINITIONS

As used in this Agreement, the following definitions apply:

10. “Facility” shall mean the Terrebonne Parish Juvenile Detention Center in Houma, Louisiana, or any facility that is used to replace or supplement that Facility.

11. “Parish” shall mean the Parish of Terrebonne in Louisiana, including the executive branch of the Parish government.

12. “United States” shall mean the United States Department of Justice, Civil Rights Division, which represents the United States in this matter.

13. “Effective Date” shall mean the date the Court enters this Agreement as its Order.

14. “Facility Director” shall be primarily and ultimately responsible for the Facility Director duties, responsibilities, or notification requirements outlined herein. However, for the instances when the Facility Director is unable to perform these duties and responsibilities or receive notification in accordance with this Agreement (i.e. leave, emergency, etc.), the Facility Director may identify a designee in writing and such writing shall include the effective and termination dates of such designee status.

15. “Substantial Compliance” shall mean that the majority of the substantive requirements of a provision or the Agreement have been met for both quantitative (i.e., 90% performance measure) and qualitative (i.e., consistent with the larger purpose of the Agreement) measures.

16. “Noncompliance” during a period of declared emergency or acts of God (such as, but not limited to: hurricane, earthquake, tsunami, flood), that makes compliance impossible or impractical will not constitute failure to maintain substantial compliance. Parties to this Agreement shall not consider any period of

time for which compliance was not possible or impractical due to an act of God in any calculations used in determining substantial compliance. At the same time, temporary compliance during a period of otherwise sustained noncompliance will not constitute substantial compliance.

17. “Youth” shall mean any person who is residing at a Facility.
18. “Direct care staff” shall mean employees whose primary responsibility is the direct and continuous supervision of youth.
19. “Include” or “including” shall mean “including, but not limited to”.
20. “Qualified medical professional” means a medical care provider who is licensed and sufficiently trained to provide medical services. This includes physicians, physician assistants, registered nurses, and licensed practical nurses.
21. “Qualified mental health professional” means a mental health care provider who is licensed and sufficiently trained to provide mental health services. This includes social workers, counselors, psychologists, and psychiatrists.
22. “Chemical Agent” means an active chemical substance, such as capsicum spray mace or tear gas, that is used to immobilize a person, overcome resistance to physical control, or to deter or stop activities that may cause personal harm to the individual or others.
23. “Restraint” shall mean any method that restricts, limits, or directs an individual’s freedom of movement, including mechanical restraints (e.g., handcuffs, belly chains, leg shackles) and physical restraints (e.g., manual holds). The term “restraint” does not include verbal directives, room confinement or use of handcuffs or shackles for and during transport.
24. “Train” shall mean to instruct an individual or individuals in the skills addressed, including ongoing assessment of mastery of instructional material. Training shall be competency based and shall incorporate testing and instructional methods that establish minimal standards for defining staff competency.
25. “Use of force” shall mean any physical contact initiated by a staff person that intentionally restricts the movement of a youth, including a physical restraint.

### **III. SUBSTANTIVE REMEDIAL MEASURES**

#### **A. Protection from Harm**

To provide youth in the Facility with reasonably safe living conditions, the Facility shall:

**1. Incident Reporting**

26. **Policy.** Within 30 days of the United States' approval in accordance with Paragraph 78 below, the Facility shall implement a stand-alone incident reporting policy outlining the specific incidents that require a separate and complete incident report. Such incident categories shall include the following types of incidents:

- a) use of force;
- b) youth-on-staff violence;
- c) youth-on-youth violence;
- d) allegations of child abuse or neglect, including allegations of inappropriate relationships between youth and staff and other allegations of staff misconduct; and
- e) suicidal behavior, including gestures or attempts.

27. **Incident Report Content.** This policy shall require an incident report to be written by one of the staff present during the incident. The narrative shall include:

- a) the number, names, and specific locations of youth and staff present at the time of the incident;
- b) the relevant facts preceding and subsequent to the incident;
- c) descriptive facts related to the incident (e.g., what youth did and said, the nature of the physical altercation);
- d) the type of force and/or restraint used (i.e., escort, handcuffs, taken to the ground, etc.);
- e) injuries sustained by youth and staff and the type, time, and location of medical response or attention provided; and
- f) whether isolation was required to address imminent threats to safety or security following the incident.

28. **Witness Statements.** In addition to the staff member writing the incident report as required above, all other staff who were present during, or who responded

to the event, shall complete a staff witness statement. All youth involved in, or who were present during the event shall complete a youth witness statement. Witness statements shall be completed independently and as soon as possible after the incident.

29. **Incident Report Packet.** The incident report and all staff and youth witness statements shall comprise the Incident Report Packet.

30. **Supervisory Review.** Before the end of each shift, a shift supervisor should review all Incident Report Packets generated during his or her shift to ensure that each report meets all of the requirements of the incident report policies and content requirements, and that required witness statements have been completed. Accordingly, the Incident Report Packet shall be completed for the shift supervisor's review before the end of the shift during which the incident occurred. When available and if not already provided, the shift supervisor should review independent data to corroborate the information reported in the incident reports. These data include video tape recordings; unit logs; security logs; safety checks of youth in isolation; medical records; and information coming from interviews with the youth and staff involved. Once all data have been reviewed, the shift supervisor should critique the staff's handling of the event to determine whether different decisions or choices could have prevented the incident from occurring, including whether force or restraint was necessary and properly applied and the least restrictive technique possible was used. The supervisor's review and critique should be provided, in writing, on the incident report.

31. **Mandatory Reporting.** In addition to an incident report, all serious incidents (i.e., lacerations, broken bones, black eyes, etc.) requiring medical attention within or outside of the Facility shall be reported to the Facility Director immediately and no later than the end of the shift during which the incident occurred. All staff, including administrative, medical, and direct care staff or contractors shall have an obligation to report serious incidents and suspicion of abuse to the Facility Director immediately upon discovery.

32. **Performance Measure.** The Facility shall review the incident reports and provide feedback to staff as frequently as needed to ensure that at least 90% of the incidents meet the requirements of this subsection. Such review and the monthly compliance rate shall be documented.

33. **Quality Assurance.** On at least a monthly basis, the Facility shall aggregate and analyze the data on the types of incidents occurring at the Facility. Monthly statistics should be assembled to assess changes over time. Each monthly report shall include:

- a) relevant aggregate data (i.e., number of incidents under each

category);

- b) trends and/or patterns that appear to contribute to the incident's occurrence (e.g., time, location, staff involved, youth involved);
- c) specific interventions that have been or will be implemented in response to the underlying conditions that may have contributed to the incident's occurrence;
- d) status reports on the effectiveness of interventions undertaken in response to trends identified in previous months; and
- e) staff cited or disciplined for violating the Incident Reporting policies.

## **2. Use of Force**

34. **Use of Force Curriculum.** Within 30 days of the United States' approval in accordance with Paragraph 78 below, the Facility shall implement a well-researched, age-appropriate curriculum for the use of physical force and mechanical restraints, which shall include:

- a) verbal and non-verbal de-escalation techniques;
- b) a continuum of physical restraint techniques that are safe and limit the risk of positional asphyxiation; and
- c) guidance for staff on using safe alternatives if the authorized techniques are impractical given the circumstances.

35. **Policy.** Within 30 days of the United States' approval in accordance with Paragraph 78 below, the Facility shall implement a use of force curriculum and policy that includes:

- a) identification of the situations in which physical force is authorized (i.e., only in situations where the youth's behavior threatens imminent harm to youth or staff);
- b) staff to use one of the authorized physical restraint techniques or a safe alternative, if an authorized technique is not practical;
- c) staff to temper the use of force as the youth begins to comply with staff instructions;

- d) an Incident Report Packet be completed for all uses of force;
- e) all youth involved in a physical restraint be assessed by qualified medical professional immediately following the incident; and
- f) shift supervisors review and critique all uses of force before the end of the shift on which they occurred.

36. **Eliminate Unsafe Practices.** The Facility shall develop and implement a systematic plan to eliminate the following practices within 60 days of the Effective Date: restraint chairs and chemical agents. During the 60 day period during which the practices are being eliminated, the Facility shall ensure that an Incident Report Packet and supervisory review shall be completed for any use of these practices. In addition, use of these practices shall be limited to situations when less severe interventions are unsuccessful or unavailable, is necessary to prevent imminent physical harm to youth or others, and authorized by a supervisor. Until these practices are fully eliminated, a supervisor shall promptly review all uses of these techniques to ensure compliance with this provision. Defendants do not and will not begin using the following practices: pain compliance techniques, four- or five-point restraints, and fixed restraints.

### **3. Isolation**

37. **Restricting Use of Isolation.** Within 30 days of the United States' approval in accordance with Paragraph 78 below, the Facility shall implement an adequate continuum of disciplinary sanctions, including appropriate use of isolation; due process protections, including a due process hearing when isolation is in excess of 24 hours; and limitation of the use of isolation to situations in which a youth poses an imminent threat to self or others and when less severe disciplinary measures have proven ineffective. All uses of isolation shall require written justification and authorization by a shift supervisor.

38. **Facility Director Notification of Isolation.** The Facility or Assistant Director shall be notified of all periods of isolation as follows:

- a) for all periods of isolation beyond two hours, the Facility Director shall be notified within 30 minutes of the isolation extending beyond two hours;
- b) for all periods of isolation wherein youth are placed in isolation for a cumulative period of two hours or more within a 24 hour period, the Facility Director shall be notified within 30 minutes of the cumulative isolation extending beyond two hours in a 24 hour period; and



- c) for all periods of isolation wherein youth are placed in isolation three or more times within a week, regardless of the length of time for each isolation period, the Facility Director shall be notified within the first 30 minutes that the youth is placed in isolation for the third time in a week.

39. **Facility Director Notification Content.** Such foregoing notification to the Facility Director shall include the circumstances and facts related to the youth's ongoing imminent threat to self or others and the less severe disciplinary measures that have been attempted and proven ineffective. The Facility shall prohibit periods of disciplinary isolation longer than 24 hours, except in extraordinary circumstances and with the express authorization of the Facility Director.

40. **Services and Supervision of Youth in Isolation.** Youth in isolation shall continue to receive meals, showers, and educational and recreational services. An isolated youth's safety and welfare shall be visually verified and documented by Facility staff at frequent and random intervals, no fewer than four times per hour. In addition, youth in isolation shall be counseled by a qualified mental health professional and visited by a shift supervisor on a daily basis, as long as he or she is in isolation. The requirements of this provision shall be documented in writing.

41. **Performance Measure.** The Facility shall review isolation documents and provide feedback to staff as frequently as needed to ensure that 90% of isolation episodes in a given month meet the requirements of this subsection. Such review and the monthly accuracy rate shall be documented.

42. **Quality Assurance.** On a monthly basis, the Facility shall aggregate and analyze the data on the use of isolation. Monthly statistics should be assembled to assess changes over time. Each monthly report shall include:

- a) the number of incidents of isolation, the duration, and the reason for isolation;
- b) trends and/or patterns regarding the use of isolation (e.g., frequency of particular youth and/or staff involved in incidents of isolation; frequency of particular reasons given for isolation; frequency of the use of isolation during certain times of day or days of the week);
- c) specific actions that have been or will be undertaken in response to the underlying conditions that may have contributed to the problematic patterns or trends; and
- d) status reports on the effectiveness of interventions undertaken in response to identified trends from previous months.

#### 4. Self-Harm

43. **Policy.** Within 30 days of the United States' approval in accordance with Paragraph 78 below, the Facility shall implement a comprehensive suicide prevention policy which includes:

- a) intake screening for risk of self-harm;
- b) procedures for initiating and terminating precautions;
- c) communication between direct care and mental health staff regarding youth on precautions;
- d) assessments of the risk of self-harm by qualified mental health professionals;
- e) housing and supervision requirements including minimal intervals of supervision and documentation;
- f) interdisciplinary reviews of all serious suicide attempts or completed suicides; and
- g) multiple levels of precautions, each with increasing levels of protection.

44. **Intake Screening.** Within 30 days of the United States' approval in accordance with Paragraph 78 below, the Facility shall implement a revised intake screening questionnaire that includes questions whether the youth:

- a) currently feels like hurting himself or herself;
- b) has engaged in self-injurious behavior in the past (in a facility or otherwise);
- c) has ever been hospitalized for suicidal behavior;
- d) has experienced any recent, significant trauma; and
- e) has any family or friends who have committed suicide.

45. **Intake Screening Training.** All intake staff shall be trained within seven days after the intake screening questionnaire has been drafted and approved. All incoming youth shall be screened and only trained staff shall be authorized to administer the screening tool.

46. **Isolation of Youth on Suicide Precautions.** The suicide prevention policy shall prohibit youth on suicide precautions from being isolated unless specifically authorized by a qualified mental health professional. Any such isolation and its justification shall be thoroughly documented in the accompanying incident report.

47. **Assessment of Youth on Suicide Precautions.** A qualified mental health professional shall regularly, but no less than daily, reassess youth on suicide precautions to determine whether the level of precaution or supervision should be raised or lowered. These reassessments shall be documented and recorded in the youth's medical chart. Only a qualified mental health professional may promote, demote, or terminate a youth's suicide precaution level or status.

48. **Supervision of Youth on Suicide Precautions.** The Facility shall ensure that direct care staff supervise youth on suicide precautions at the intervals required by policy, and that staff document their visual verification of the youth's welfare accurately and completely. A supervisor shall conduct and document a review of all documents related to this provision before the end of the shift during which it occurred to ensure compliance with policy and this Agreement.

49. **Communication.** The Facility shall require direct care staff to immediately notify a qualified mental health professional any time a youth is placed on suicide precautions and mental health care staff shall conduct a face-to-face evaluation of the youth immediately but no later than one hour after he or she is placed on suicide precautions. If a qualified mental health professional is unable to conduct a face-to-face evaluation of the youth within an hour of being placed on suicide precautions, the youth shall be placed on direct one-to-one supervision pending the face-to-face evaluation, which shall occur no later than 24 hours of placement. Direct care staff shall provide mental health care staff with all relevant information related to placing a youth on suicide precautions. The Facility shall ensure that all mental health care staff within the Facility have access to critical information for youth on suicide precautions (e.g., progress notes from all treating clinicians). Following each daily assessment, mental health care staff shall provide direct care staff with pertinent and relevant information regarding a youth on suicide precautions to the extent that it affects the direct care staff's duties and responsibilities for supervising youth on suicide precautions. All staff, including administrative, medical, and direct care staff or contractors, have an obligation to report all incidents of self-harm to the Facility Director immediately upon discovery.

50. **Mortality and Morbidity Review.** The Facility shall ensure that all relevant facts and circumstances surrounding serious suicide attempts and completed suicides are reviewed by a multidisciplinary team. This team shall identify any areas in which staff performance could be improved or facility procedures that need to be adjusted to improve the ability to protect youth from

self-harm. All reviews shall be documented and shall include the team's findings, concerns, recommendations and remedial actions.

51. **Performance Measure.** The Facility shall review documents and provide feedback to staff related to suicide precautions as frequently as needed to ensure that at least 90% of the self-harm incidents meet the requirements of this subsection in a given month. Such review and the monthly accuracy rate shall be documented.

52. **Quality Assurance.** On a monthly basis, the Facility shall aggregate and analyze the data regarding self-harm. Monthly statistics should be assembled to assess changes over time. Each monthly report shall include:

- a) self-harm data: number of incidents related to self-harming behavior, suicide gestures, attempts or completed suicides; and the structures, objects, or instruments used to execute the self-harm;
- b) trends and/or patterns regarding the self-harm data (i.e., the location and shift during which the majority of self-harm occurred; circumstances surrounding the discovery of the self-harm; youth frequently engaged in self-harm);
- c) specific interventions that have been or will be implemented in response to the underlying conditions that may have contributed to the problematic patterns or trends; and
- d) status reports on the effectiveness of interventions undertaken in response to identified trends from previous months.

## 5. **Staffing**

53. **Ratio.** The Facility shall ensure that direct care staff-to-youth ratios are maintained at a minimum of 1:8 at all times during waking hours and 1:16 at all times during sleeping hours.

54. **Staff Accountability.** The Facility shall ensure that staff are in the same room as the youth, awake, and alert at all times. On a weekly basis, a Facility supervisor shall conduct and document random reviews of shift schedules, videotapes, unit logs, etc. to verify compliance with this provision. In addition, the Facility shall conduct routine and unpredictable audits of video recordings and surprise in-person visits to the Facility during the overnight shift and on weekends to determine whether staff may be violating any policies, procedures, or rules related to supervising youth. These audits shall be reviewed against staff documentation regarding shifts, checks, incident reports, and logs. The audit, its

findings, and corrective action, if any, shall be documented.

55. **Performance Evaluations and Discipline.** Accurate and timely compliance with the requirements of the any of the policies and provisions enumerated herein shall be a specifically enumerated performance requirement to the job descriptions, duties, and responsibilities of all relevant staff and supervisors. Failure to meet this performance requirement may result in counseling, reprimand, training, and/or sanction, including termination.

56. **Performance Measure.** The Facility shall review shift schedules and other supplementary data and provide feedback to staff to ensure a 90% compliance rate in a given month for the requirements of this subsection. Such review and the monthly accuracy rate shall be documented.

57. **Quality Assurance.** On a monthly basis, the Facility shall aggregate and analyze the data regarding staffing. Monthly statistics should be assembled to assess changes over time. Each monthly report shall include:

- a) the number of shifts not in ratio in a given month;
- b) trends and/or patterns regarding the shift ratio data (i.e., incidents where failure to follow staffing ratio requirements appears to have contributed to the problem; whether particular shifts frequently fail to satisfy staffing ratios; use of sick call and leave);
- c) specific interventions that have been or will be implemented in response to the underlying conditions that may have contributed to the problematic patterns or trends; and
- d) status reports on the effectiveness of interventions undertaken in response to identified trends from previous months.

## **6. Abuse**

58. **Policy.** Within 30 days of the United States' approval in accordance with Paragraph 78 below, the Facility shall implement a policy related to physical and sexual abuse or neglect of youth by staff. The policy shall define and prohibit physical and sexual abuse of youths by staff and or by other youths. This policy shall also include that:

- a) allegations of abuse shall be reported to the appropriate external law enforcement agency immediately and no later than the end of shift when the allegation was made;

- b) staff failing to report allegations of abuse to his or her supervisor or the appropriate law enforcement agency in a timely manner shall be disciplined or terminated;
- c) staff retaliating against another staff or youth for reporting an allegation of abuse shall be disciplined or terminated;
- d) staff and other youth shall be prohibited from entering a youth's room during sleeping hours without specific and documented justification for such entry;
- e) staff shall be prohibited from taking youth to a room or area outside of camera view during sleeping hours without prior written authorization; and
- f) procedures for conducting an internal investigation.

59. **Reporting Avenues.** In addition, the policy shall require that youth are given access to multiple avenues for reporting allegations of abuse (i.e., youth witness statements on incident reports; grievances; Facility Director; social worker or case manager; legal representatives; parents or guardians; medical staff; etc.). The Facility shall also make a formal arrangement with a local social service agency for regular visits to meet with and interview youth regarding their experiences at the Facility. In the alternative, the Facility may provide youth in the Facility with unencumbered access to a crisis hotline. Instructions for accessing these avenues shall be incorporated into the youth's orientation handbook and posted prominently in each Facility pod, the visitation area, medical area, and other places where youth routinely congregate.

60. **Internal Investigation.** The Facility, through an individual no lower than an Assistant Director, shall conduct an administrative investigation of all allegations to ensure compliance with all Facility policies and procedures. This administrative investigation, its findings, and post-finding action should be thoroughly documented in a formal report.

61. **Chronology of Allegations.** The Facility shall maintain a chronology of all events pertaining to each allegation which includes the following data and information:

- a) reporter;
- b) alleged victim;
- c) alleged perpetrator;

- d) date, time and manner in which the allegation was communicated to the reporter;
- e) date, time and manner in which the allegation was reported to an external law enforcement agency;
- f) forensic medical evaluation;
- g) response from the external law enforcement agency;
- h) steps taken to prevent any further abuse or retaliation pending the completion of any internal or external investigation;
- i) finding of the investigation; and
- j) corrective actions or disciplinary measures taken against the staff involved.

62. **Performance Measure.** The Facility Director is responsible for ensuring that all allegations of abuse are handled in a manner consistent with policy and procedures and meet the requirements of this subsection.

63. **Quality Assurance.** On a monthly basis, the Facility shall aggregate and analyze the data regarding reporting abuse. Monthly statistics should be assembled to assess changes over time. Each monthly report shall include:

- a) the number of reports of physical and sexual abuse or neglect, including the avenues utilized to make such reports;
- b) trends and/or patterns regarding the abuse or neglect reports (i.e., specific staff, shifts, or locations);
- c) specific interventions that have been or will be implemented in response to the underlying conditions that may have contributed to the problematic patterns or trends; and
- d) status reports on the effectiveness of interventions undertaken in response to identified trends from previous months.

## **7. Classification**

64. **Policy.** Within 30 days of the United States' approval in accordance with Paragraph 78 below, the Facility shall implement policies and procedures for a

housing classification system that includes objective initial classification and reclassification instruments, to determine each youth's risk of engaging in serious institutional misconduct (e.g., assaultive behavior). The scored risk factors should include a youth's prior institutional misconduct. The policy shall specify the procedures for initial and re-classification, housing assignments, and supervision procedures flowing from the assessment of risk. The policy should include timelines for classification and the events or incidents that trigger reclassification. Because of the limited housing units available, the Facility may consider enhanced supervision plans and other measures to ensure that youth located in the same housing unit are sufficiently supervised and that staff are informed accordingly.

65. **Housing and Supervision.** All youth should be initially classified in accordance with this provision within 24 hours of entry to the Facility and should not be placed in a regular housing unit until properly classified. High -risk youth shall be supervised more intensively than low-risk youth, and shall be housed separately.

66. **Performance Measure.** The Facility shall review all classifications as frequently as needed and provide feedback to staff to ensure that at least 90% of the intakes are classified within 24 hours of arrival to the Facility; that at least 90% of the youth are placed in housing units consistent with their risk level; and that at least 90% of the youth eligible to be reclassified are reclassified within appropriate timeframes and re-housed accordingly. Such review and the monthly accuracy rate shall be documented.

67. **Quality Assurance.** On a monthly basis, the Facility shall aggregate and analyze the data on classification. Monthly statistics should be assembled to assess changes over time. Each monthly report shall include:

- a) the number of initial classification and reclassifications, high-risk and low-risk youth, and other subsequent housing assignments;
- b) trends and/or patterns regarding the classification data (i.e., frequency of reclassifications; overrides; and assaults);
- c) specific interventions that have been or will be implemented in response to the underlying conditions that may have contributed to the problematic patterns or trends; and
- d) status reports on the effectiveness of interventions undertaken in response to identified trends from previous months.

## **B. Training**



68. For all direct care staff and supervisors, mental health and medical personnel and education staff, the Facility shall provide the following training modules:

- a) Incident reporting: a minimum of four hours of competency-based training on the Incident Reporting Policy and the specific requirements for timely, accurate, and complete reporting for each of incident category and two hours of annual refresher training;
- b) Use of force: a minimum of eight hours of competency-based training for all staff on the approved use of force curriculum (including the use of verbal de-escalation, physical and mechanical restraints) and two hours of annual refresher training. Both training sessions must include a component in which staff's ability to properly and safely implement each physical restraint technique is assessed by a qualified trainer;
- c) Suicide prevention: a minimum of eight hours of competency-based training for all staff on suicide prevention, including the environmental risk factors for suicide, individually predisposing factors, high-risk periods for incarcerated youth, warning signs and symptoms, known sources of stress to potentially suicidal youth, the specific risks posed, coping mechanisms or activities that may help to mitigate the risk of harm, the Facility's suicide prevention procedures, liability issues, a discussion of recent suicide attempts at the Facility, and the use of a rescue tool, and four hours of annual refresher training on these same topics. All staff shall be certified in CPR and first aid; and
- d) Child abuse reporting: a minimum of two hours of competency-based training for all staff on the identification and prevention of custodial misconduct, including physical and sexual abuse, including appropriate reporting and non-retaliation requirements, and one hour of annual refresher training.

### **C. Document Maintenance, Data Collection, and Reporting**

69. **Document Maintenance.** Any and all of the reports, audits, and/or documentation required by the provisions in this Agreement shall be maintained and secured by the Facility. The United States and/or Monitor may review such reports at any time. Upon request, copies of such reports should be forwarded to the United States and/or the Monitor within three business days by electronic mail, facsimile, or overnight mail.

70. **Monthly Reporting.** The Facility Director shall prepare a monthly report that contains the following information and provide it to the United States and the Monitor within 10 business days of the end of each month:

- a) Monthly statistics, trends, and corrective actions regarding each Performance Measure and Quality Assurance provision required under this Agreement.
- b) Updates on all open investigations pertaining to allegations of physical or sexual abuse;
- c) Summary of the status of training including the proportion of staff who have been trained on each topic, including the names and titles of individuals trained, the date on which training was completed, and the remaining number and percentage of staff to be trained and the dates by which they should be trained; and
- d) Details related to the serious incidents reported to the Facility Director including the facts and circumstances leading to the report, the date the incident was reported, and the actions, if any, taken by the Facility Director in response to the report.

#### IV. IMPLEMENTATION AND MONITORING

71. For purposes of substantial compliance with this Agreement, the Parish shall fully implement all of the provisions of this Agreement within twelve (12) months of the Effective Date. For purposes of substantial compliance with the specific provisions of the Agreement, the Parish shall comply with Paragraph 78 of this Agreement and the requirements set forth within each provision accordingly. If the Parish cannot fully implement the reforms required by this Agreement or a specific provision within the allotted time, the Parish shall notify the United States in writing.

72. Within two (2) weeks of the Effective Date, the Parish shall communicate the provisions set forth in this Agreement to officials, employees, agents, and independent contractors who are involved in providing care to the youth confined at the Facility.

73. The Parish shall require that youth admitted prior to the Effective Date and residing at any of the Facility are afforded all of the same protections and services provided by this Agreement to youth admitted on or subsequent to the Effective Date.

74. **Monitor Selection.** Compliance with this Agreement shall be assessed by a Monitor jointly selected by the Parties (“Monitor”). The Monitor shall be an expert in the area of juvenile protection from harm. The Parties shall agree upon a Monitor within thirty (30) days of the Effective Date. If the Parties are unable to agree upon a Monitor, then each Party shall submit two names, along with resumes or curricula vitae and cost proposals, to the Court, within 120 days of the Effective Date and the Court shall appoint the Monitor from among the names submitted.

75. **Monitor.**

- a) The Parish shall bear all reasonable fees and costs of the Monitor.
- b) The Monitor shall be permitted to initiate and receive ex parte communications with all Parties.
- c) Except as required or authorized by the terms of this Agreement or the Parties acting together, the Monitor shall not make any oral or written public statements – including statements to the press, conference presentations, lectures, or articles – with regard to: the status of the Parish’s compliance or noncompliance with this Agreement; any act or omission of the Parish or its agents, representatives or employees; or the terms of his or her employment as the Monitor.
- d) Except as required or authorized by the terms of this Agreement or the Parties acting together, the Monitor shall not testify in any other litigation or proceeding with regard to the status of the Parish’s compliance or noncompliance with this Agreement; any act or omission of the Parish or its agents, representatives or employees; or the terms of his or her employment as the Monitor, unless otherwise lawfully compelled to do so. The Monitor may testify in this litigation concerning the Parish’s compliance or noncompliance with this Agreement.
- e) Unless such conflict is waived by both Parties, the Monitor shall not accept employment or provide consulting services that would present a conflict of interest with his or her responsibilities under this Agreement, including being retained (on a paid or unpaid basis) by any current or future litigant or claimant or such litigant’s or claimant’s attorney, in connection with a claim or suit against the Parish or its departments, officers, agents or employees concerning matters relevant to this Agreement.

- f) Neither Party, nor any employee or agent of either Party, shall have any supervisory authority over the Monitor's activities, reports, findings, or recommendations.
- g) The Monitor may be terminated if both Parties agree and upon good cause shown. Good cause shall include any violation of Parish or federal law which reasonably calls into question the Monitor's fitness to continue serving as the Monitor. In the event the Parties do not agree upon the need for termination, the Parties agree to work in good faith to resolve their differences.

76. **Monitor's Access to Facility and Records.** In order to assess the Parish's implementation of each substantive provision of this Agreement, the Monitor will conduct regular compliance reviews to ensure that the Parish has implemented and continues to implement all measures required by this Agreement. Such access shall continue until this Agreement is terminated.

- a) The first compliance review will be conducted within ninety (90) days of the Monitor Selection or Effective Date, whichever is later. Thereafter, routine compliance reviews will be conducted by the Monitor every 180 days until this Agreement is terminated. Such routine compliance reviews will assess the Parish's compliance with each of the substantive remedial measures set forth in Section III.
- b) The United States may determine that an additional compliance review or reviews is necessary due to emergent issues at the Facility (including the death of a youth or receipt of credible allegations of sexual abuse by staff or youth) or recurring problems with substantive provision(s) of the Agreement. If the United States believes that such additional compliance reviews are necessary, the Facility shall provide access to the Monitor and/or the United States within 48 hours of the request.
- c) At each compliance review, the Monitor shall have the responsibility and authority to independently observe, assess, review, and report on the Parish's implementation and compliance with the provisions of this Agreement. In order to accurately assess conditions at the Facility, the Monitor shall: conduct on-site inspections; observe programs and activities; interview pertinent administrators, professional staff, direct care staff, and contractors; individually interview a sample of youth; review a sampling of videotapes from housing units; and conduct detailed reviews of youth records and other pertinent documents and reports. The Monitor shall spend a sufficient amount of time at the Facility in order to accurately assess day-to-day operations and

conditions. The Monitor shall be responsible for independently verifying representations from the Parish regarding progress toward compliance.

- d) Within sixty (60) days after each compliance review, the Monitor shall file with the Court a final consolidated report which describes the steps taken by the Parish to implement this Agreement, evaluates the extent to which the Parish has complied with each substantive provision of the Agreement, cites the evidence upon which such evaluation is based, and provides recommendations. Each report shall be provided to the Parties in draft form for comment within twenty-eight (28) days after each compliance review, and the Parties shall have twenty (20) days after receipt of the draft report to comment on the report before it is finalized by the Monitor. Neither Party, however, shall have authority over the Monitor's reports, findings, or recommendations.
- e) For the purpose of ascertaining compliance with this Agreement, the Monitor shall have reasonable access to: the buildings and grounds of the Facility; Facility documents and records; Facility officials, employees, agents, and independent contractors; Parish officials, employees, agents, and independent contractors; and youth residing at the Facility, including the right to meet with youth privately. Prior to each compliance visit, the Facility shall provide the Monitor with the names and contact information of youth who have been released from the Facility within the previous reporting period. The Monitor shall have the right to conduct unannounced visits to the Facility; however, the Monitor shall generally coordinate the timing of on-site Facility visits and requests for documents so as to minimize disruption to Facility operations and Parish employee work functions.

77. **Settlement Agreement Coordinator.** The Parish shall appoint a settlement agreement coordinator to oversee compliance with this Agreement. The settlement agreement coordinator shall:

- a) Be responsible for coordinating all document and information requests from the Monitor and the United States;
- b) Coordinate all on-site visits, including document and information requests prior to each on-site visit by the Monitor and/or the United States;
- c) Catalog all incident reports, documents, and other source data used to compile the monthly reports outlined herein to ensure that they can be produced upon request by the Monitor and/or the United States; and

- d) Supervise and ensure that all of the document maintenance, data collection, and reporting requirements under this Agreement are met on a timely basis.

78. **Document Development and Revision.** The Parish shall timely revise and/or develop policies and procedures, forms, screening tools, blank log forms, and other documents as necessary to ensure that they are consistent with, incorporate, address, and implement all provisions of this Agreement. To the extent that a provision within this Agreement requires the development and/or implementation of a policy or procedure, such provision shall not be effective until the Facility and the United States have complied with the terms of this provision.

The Parish shall provide all such documents to the United States for its review within thirty (30) days of the Effective Date. Within forty-five (45) days of its receipt of the policies, procedures and other written documents, the United States shall provide either written approval of each document, or written concerns or objections it has to the documents that include proposed revisions. Such approval shall not be unreasonably withheld. In the event that the United States asserts that policies, procedures, or other written documents are not in compliance with the terms of this Agreement, the Parties will confer on the matter for up to thirty (30) days. If, after conferring for thirty (30) days, the parties are unable to reach an agreement, the Parties shall submit a Motion(s) to the Court outlining the disagreement and seeking the Court's resolution of the disagreement.

If, after the policies, procedures, and practices affected by this Agreement are implemented, any of the Parties determines that a policy, procedure, or practice, as implemented, fails to effectuate the terms of this Agreement, the Parish shall consult with the United States and revise the policy, procedure, or practice to effectuate the terms of this Agreement.

79. **Request for Technical Assistance.** The United States, at its discretion, and the Monitor agree to provide technical assistance to the Parish for policy/procedure development.

80. **United States' Access to Facility and Records.** The United States shall have full and complete access to: the buildings and grounds of the Facility; Facility documents and records; Parish documents and records; Facility officials, employees, agents, and independent contractors; Parish officials, employees, agents, and independent contractors; and youth residing at the Facility, including the right to meet with youth and staff privately. The United States shall have the right to conduct unannounced visits to the Facility; however, the United States shall generally coordinate the timing of its on-site Facility visits and requests for documents so as to minimize disruption to Facility operations and Parish

employees' work functions. Such access shall continue until this Agreement is terminated.

81. **Response to Questions.** Within thirty (30) days of the receipt of written questions from the United States regarding the Parish's compliance with this Agreement, the Parish shall provide the United States with written answers and access to any requested documents regarding the Parish's compliance with the requirements of this Agreement.

82. **Monitor's Response to Questions.** Within thirty (30) days of the receipt of written questions from the United States or the Parish regarding a Monitor's activities in assessing compliance with this Agreement and/or the Parish's compliance with this Agreement, the Monitor shall provide the United States with written answers.

83. **Notification to the United States of Incidents.** The Parish shall notify the United States no later than one business day after the Parish becomes aware of the following categories of incidents: youth death; youth injury resulting in transport of the youth to the emergency room or requiring hospitalization; group disturbance; use of the restraint practices and techniques being eliminated in accordance with the provisions above; and allegations of physical or sexual abuse or misconduct by staff.

- a) The Parish shall timely forward to the United States copies of all incident report packets and final reports of investigations related to such incidents, as well as any autopsies, medical records, mortality reviews, and death summaries.
- b) For the purposes of this provision, the requirement to notify the United States is met when the Parish contacts at least one of the Special Litigation Section trial attorneys assigned to this matter and receives written confirmation of such contact.

## V. ENFORCEMENT AND TERMINATION

84. **Notice Prior to Judicial Action.** With the exception of conditions or practices that pose an immediate and serious threat to the life, health, or safety of youth, if the United States believes that the Parish has failed to substantially comply with any obligation under this Agreement, the United States shall give written notice of the failure to the Parish prior to seeking judicial enforcement of the Agreement.

- a) With the exception of an immediate or serious threat to life, health, or safety of youth residing at the Facility, the Parish shall have thirty

(30) days from the date of such written notice to cure the failure and provide the United States with sufficient proof of its cure if the failure can be cured within thirty (30) days. If the failure cannot be cured within thirty (30) days, the Parish shall promptly submit a plan to cure the failure, but, in any event, the failure shall be cured no later than forty-five (45) days from receipt of the written notice.

- b) If either the Parish or the United States believes or if the Parties agree that modification of this Agreement is required to cure the failure, the Party or Parties shall move the Court to modify the Agreement.
- c) If the Parties agree to a plan to cure an alleged violation and the United States believes that the violation has still not been cured, the United States shall provide at least fifteen (15) days notice before filing any motion with the Court.
- d) In the event a disagreement occurs, the United States and the Parish commit to work in good faith to resolve disputes; provided, however, nothing in this subparagraph shall impede resolution of a matter deemed by the United States to present an immediate and serious threat to the life, health, or safety of youth.
- e) Parish reserves the right to seek judicial review, upon motion to the Court, in the event the United States makes a determination that the Parish has failed to substantially comply with any obligation under this Agreement.

85. **Termination.** This Agreement shall terminate in accordance with the following conditions:

- a) This Agreement will terminate in its entirety when the United States certifies that the Parish is in substantial compliance with all provisions of this Agreement for twelve (12) consecutive months.
- b) The Parties, in conjunction with the Monitor, may place certain provisions in “inactive” monitoring if the Parties, including the Monitor, agree that a particular provision has been in substantial compliance for twelve (12) consecutive months. However, based on good cause, the United States may place a previously inactive provision into an active monitoring status by notifying the Parish, in writing, at any time that this Agreement is in effect.
- c) The Parish may, at any time during the term of this Agreement, request that the United States certify that the Parish has maintained



substantial compliance with all provisions of this Agreement for twelve (12) consecutive months. If the United States so certifies, the parties shall jointly move the Court to dismiss this action.

- c) The United States shall notify the Parish by the fifty-eighth (58) month after the Effective Date if it has determined that the Parish will not be in substantial compliance with this Agreement, or portions thereof, in month sixty (60) of this Agreement. If the United States provides such notification, the United States shall move the Court for a status conference to discuss the Parish's noncompliance with this Agreement.
- d) Noncompliance with mere technicalities or temporary failure to comply with a period of otherwise sustained compliance will not constitute failure to maintain substantial compliance. At the same time, intermittent or temporary compliance during a period of sustained noncompliance shall not constitute substantial compliance.

## VI. GENERAL PROVISIONS

86. **Successors.** This Agreement shall be binding on all successors, assignees, employees, agents, contractors, and all others working for or on behalf of the Parish.

87. **Non-retaliation.** The Parish agrees that it shall not retaliate against any person because that person has provided any information or assistance to the United States or the Monitor, has filed or will file a complaint, or has participated in any other manner in an investigation or proceeding relating to this Agreement. The Parish agrees that it shall timely and thoroughly investigate any allegations of retaliation in violation of this Agreement and take corrective actions identified through such investigations.

88. **Notice.** Notice under this Agreement shall be provided by electronic mail and overnight delivery and shall be provided to counsel for the Parish of Terrebonne and counsel for the United States.

89. **Defense of Agreement.** The Parties agree to defend the provisions of this Agreement. The Parties shall notify each other of any court challenges to this Agreement. In the event any provision of this Agreement is challenged in any local or state court, removal to a federal court shall be sought.

90. **No Waiver for Failure to Enforce.** Failure by either Party to enforce this entire Agreement or any provision thereof with respect to any deadline or other provision herein shall not be construed as a waiver of its right to enforce deadlines or provisions of this Agreement.

91. **Unforeseen Delay.** If an unforeseen circumstance occurs that causes a failure to timely fulfill any requirement of this Agreement, the Parish shall notify the United States in writing within twenty (20) days after the Parish becomes aware of the unforeseen circumstance and its impact on the Parish's ability to perform under the Agreement. The notice shall describe the cause of the failure to perform and the measures taken to prevent or minimize the failure. The Parish shall take all reasonable measures to avoid or minimize any such failure.

92. **Sub-headings.** All subheadings in this Agreement are written for the convenience of locating individual provisions. If questions arise as to the meanings of individual provisions, the Parties shall follow the text of each provision.

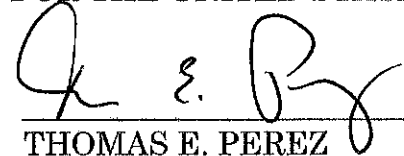
93. **Severability.** In the event that any provision of this Agreement is declared invalid for any reason by a court of competent jurisdiction, said finding shall not affect the remaining provisions of this Agreement.

94. **Modifications.** For good cause, the Parties may modify and clarify certain provisions of this Agreement. Any substantive modifications shall be agreed upon by all of the Parties and the Court shall be notified of such modifications in writing.

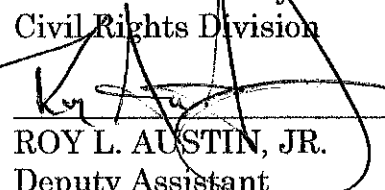
95. **Fees and Expenses.** Each Party shall bear the cost of their fees and expenses incurred in connection with this matter.

Respectfully submitted, this 5<sup>th</sup> day of October, 2011,

FOR THE UNITED STATES:



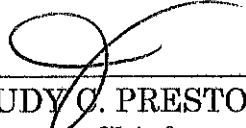
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Deputy Chief  
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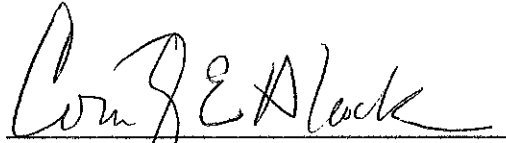


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FOR THE PARISH OF TERREBONNE:

Dated: 9/28/11

  
COURTNEY ALCOCK  
Counsel for Terrebonne Parish

Dated: 9/29/11

  
MICHEL CLAUDET  
President  
Terrebonne Parish Louisiana

SO ORDERED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011

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Judge Helen G. Berrigan  
U.S. DISTRICT JUDGE