

**MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF  
JUSTICE, ST. TAMMANY PARISH GOVERNMENT, AND THE ST.  
TAMMANY PARISH SHERIFF REGARDING THE ST. TAMMANY  
PARISH JAIL**

## **TABLE OF CONTENTS**

I.	INTRODUCTION.....	3
II.	DEFINTIONS.....	4
III.	SUBSTANTIVE PROVISIONS.....	7
IV.	COMPLIANCE AND QUALITY IMPROVEMENT.....	15
V.	REPORTING REQUIREMENTS AND RIGHT TO ACCESS.....	16
VI.	INDEPENDENT AUDITING.....	16
VII.	ENFORCEMENT.....	19
VIII.	CONSTRUCTION, IMPLEMENTATION, AND TERMINATION.....	20

## **I. INTRODUCTION**

1. This Agreement is entered into by the United States Department of Justice ("DOJ"), St. Tammany Parish Government through its Parish President, Patricia P. Brister (in her official capacity), and the St. Tammany Parish Sheriff, Rodney "Jack" Strain Jr., (in his official capacity); and each of their successors in office, designees, assigns, employees, contractors, and agents (collectively, the "St. Tammany Parties").
2. On April 21, 2011, the United States, through the Department of Justice ("DOJ") notified St. Tammany Parish Government's then-president Kevin Davis of DOJ's intent to investigate conditions of confinement at the St. Tammany Parish Jail ("Jail") pursuant to the Civil Rights of Institutionalized Persons Act ("CRIPA"), 42 U.S.C. § 1997 to determine whether those conditions violated prisoners' constitutional rights.
3. On June 20-23, 2011, the United States conducted an on-site inspection of the Jail with consultants in the fields of correctional mental health care and suicide prevention.
4. On July, 12, 2012, the United States issued a findings letter under 42 U.S.C. § 1997 wherein DOJ concluded that certain conditions at the Jail violated the constitutional rights of individuals confined at the Jail. Specifically, DOJ found that the St. Tammany Parties are deliberately indifferent to prisoners' serious mental health needs, including suicide prevention and medication management. On July 16, 2012, the St. Tammany Parties responded to DOJ's findings letter disputing the findings expressed in the letter and denying any constitutional violations.
5. During and after the United States' investigation, the St. Tammany Parties made the United States aware of efforts to change various components of mental health care at the Jail, including an October 2011 letter. In the October 2011 letter, the St. Tammany Parties detailed their voluntary efforts to change various components of their mental health care program at the Jail. A program to improve medication administration was initiated under the Medical Director. A specialized housing unit was constructed to manage and monitor prisoners in mental health crisis. Most notably, the Jail removed the booking cages from the facility and no longer uses the booking cages for any purpose.
6. The purpose of this Agreement is to address the conclusions noted in the findings letter dated July 12, 2012, to provide for a cooperative effort by DOJ and the St. Tammany Parties, and to recognize the remedial measures that the St. Tammany Parties have taken, both before and after the findings letters. The Jail is an integral part of the public safety system in St. Tammany Parish, Louisiana. Through the provisions of this Agreement, the Parties seek to ensure that the conditions at the Jail respect the rights of the prisoners detained at the Jail. By ensuring that the conditions in Jail are constitutional, the St. Tammany Parties will also provide for the safety of staff and promote public safety in the community.

7. The St. Tammany Parties cooperated throughout the course of the investigation and demonstrated a willingness to voluntarily undertake measures to improve conditions at the Jail. The Parties therefore enter into this Agreement for the purposes of avoiding the risks and burdens of litigation.
8. The St. Tammany Parties recognize, appreciate, and acknowledge the assistance of DOJ. The United States recognizes, appreciates, and acknowledges the cooperation, effort, and program improvements of the St. Tammany Parties. The Parties to this Agreement acknowledge the benefits to the public resulting from this Agreement.
9. No person or entity is intended to be a third-party beneficiary of the provisions of this Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under this Agreement. This Agreement is not intended to impair or expand the right of any person or organization to seek relief against the St. Tammany Parties or their officials, employees, or agents for their conduct. This Agreement does not alter legal standards governing any such claims, including those standards established by Louisiana law.
10. This Agreement is not intended to have any preclusive effect except between the Parties. Should the issue of the preclusive effect of this Agreement be raised, the Parties agree to certify that this Agreement was intended to have no such preclusive effect.
11. The Parties agree that this Agreement does not constitute an admission of liability by the St. Tammany Parties.

## II. DEFINITIONS

As used in this Memorandum of Agreement ("Agreement"), the following definitions apply:

1. The "St. Tammany Parties" shall mean St. Tammany Parish Government and the St. Tammany Parish Sheriff's Office.
2. "The Jail" shall refer to the St. Tammany Parish Jail in Covington, Louisiana, or any facility that is built, leased, or otherwise used, to replace or supplement the Jail.
3. "STPSO" shall refer to the St. Tammany Parish Sheriff's Office, which is responsible for all corrections and security functions at the Jail.
4. "DOJ" shall refer to the United States Department of Justice, which represents the United States in this matter.
5. "Effective date" shall mean the date the Agreement is signed by the United States and the St. Tammany Parties.

6. Consistent with, or in accordance with, the term “generally accepted correctional standards” shall mean those industry standards accepted by a majority of correctional professionals or organizations in the relevant subject area.
7. Consistent with, or in accordance with, the term “generally accepted correctional standards of care” shall mean a decision by a qualified medical or mental health professional that is substantially aligned with contemporary, accepted professional judgment, practice, or standards as to demonstrate that the person responsible based the decision on such accepted professional judgment.
8. “Include” or “including” shall mean “include, but not be limited to” or “including, but not limited to.”
9. “Independent Auditor” shall mean an individual jointly selected by the Parties to oversee implementation of the Agreement.
10. “Interdisciplinary Team” shall refer to a team consisting of treatment staff from various disciplines, including medical, nursing, and mental health and one or more members from corrections.
11. “Prisoner” or “Prisoners” shall be construed broadly to refer to one or more individuals detained at, or otherwise housed, held, in the custody of, or confined at either the existing facility or any institution that is built or used to replace or supplement the Jail or any part of the Jail
12. “Psychotropic medication” shall mean any substance used in the treatment of mental health problems or mental illness which exerts an effect on the mind and is capable of modifying mental activity or behavior.
13. “Qualified Medical Professional” shall mean a licensed physician, licensed physician assistant, or a licensed nurse practitioner, who is currently licensed by the State of Louisiana to deliver those health care services he or she has undertaken to provide.
14. “Qualified Medical Staff” shall refer to Qualified Medical Professionals and Qualified Nursing Staff.
15. “Qualified Mental Health Professional” shall refer to an individual with a minimum of masters-level education and training in psychiatry, psychology, counseling, social work or psychiatric nursing, who is currently licensed by the State of Louisiana to deliver those mental health services he or she has undertaken to provide.
16. “Qualified Mental Health Staff” shall refer to individuals with a minimum of a bachelor’s degree and two years of experience providing mental health services.

17. "Qualified Nursing Staff" means registered nurses and licensed practical nurses currently licensed by the State of Louisiana who have received instruction and supervision in identifying and interacting with prisoners in need of mental health services.
18. "Restraint" means any method that restricts, limits, or directs an individual's freedom of movement, including mechanical restraints (e.g., handcuffs, leg shackles, security benches) and physical restraints (e.g., manual holds). The term "restraint" does not include verbal directives, room confinement, or the use of handcuffs or shackles during transport.
19. "Serious injury" means any injury that requires immediate medical attention or hospitalization.
20. "Serious Mental Health needs" means prisoners with basic psychotic disorders, or mood disorders (e.g., individuals with manic depression); prisoner who are self mutilators; individuals with aggressive mental illness; and suicidal prisoners.
21. "Serious suicide attempt" means a suicide attempt that is considered to be either potentially life-threatening or that requires hospitalization for medical treatment.
22. "Suicide Attempts" means any effort to commit an act of self-harm that could result in death and involving definite risk.
23. "Suicide Precautions" means any level of watch, observation, or measures to prevent suicide or self-harm.
24. "Special Management Units" mean those housing units of the Facility designated for prisoners in administrative or disciplinary segregation, in protective custody, on suicide precautions, or with mental illness.
25. "Train" means to instruct in the skills addressed to a level that the trainee has the demonstrated proficiency to implement those skills as, and when called for, in the training. "Trained" means a demonstration of staff proficiency.
26. Throughout this Agreement, the following terms are used when discussing compliance: substantial compliance, partial compliance, and non-compliance. "Substantial Compliance" indicates that the St. Tammany Parties have achieved compliance with most or all components of the relevant provision of the Agreement. "Partial Compliance" indicates that compliance has been achieved on some of the components of the relevant provision of the Agreement, but significant work remains. "Non-compliance" indicates that most or all of the components of the Agreement provision have not yet been met.

### **III. SUBSTANTIVE PROVISIONS**

The St. Tammany Parties have taken actions and shall continue to take all actions necessary to comply with the substantive provisions of this Agreement listed below.

#### **A. MENTAL HEALTH CARE**

The purpose of the provisions below is to acknowledge and ensure that the St. Tammany Parties provide and continue to provide adequate intake, assessment, and treatment of prisoners' mental health needs and to recognize the Jail's substantial improvements in programs, policies, practices, and procedures. The provisions are also intended to acknowledge and approve infrastructural changes and improvements to the Jail facility itself and commitments to undertake appropriate actions to ensure sufficient staffing levels and required training. The St. Tammany Parties shall continue to protect the safety of prisoners at risk for self-injurious behavior or suicide, including giving priority access to individuals most at risk of harm and who otherwise meet the criteria for inclusion in the target population for suicide risk. The St. Tammany Parties shall continue to provide mental health services to prisoners that are consistent with generally accepted correctional standards of care, pursuant to the following:

1. Screening and Assessment – The St. Tammany Parties will continue to:
  - a. Develop and implement policies and procedures for appropriate screening and assessments of prisoners with serious mental health needs.
  - b. Develop and implement an appropriate screening instrument that identifies mental health needs and ensures timely access to a mental health professional when prisoners present symptoms requiring such care. At a minimum, the screening instrument will include the factors described in Appendix A.
  - c. Ensure that all prisoners are screened by Qualified Medical Staff upon arrival at the Jail, but no later than eight hours, to identify the prisoner's risk for suicide or self-injurious behavior.
  - d. Ensure that Qualified Medical Staff conducting intake screening receive adequate training on identifying and assessing suicide risk, and are assigned appropriate tasks and guidance.
  - e. Ensure that Qualified Medical Staff, based on the screening, develop an acuity system or triage scheme to ensure that prisoners with immediate mental health needs are prioritized for services.
  - f. Develop protocols, commensurate with the level of risk of suicide or self-harm, to ensure that prisoners are protected from identified risks for suicide or self-injurious behavior. The protocols shall also require that a Qualified Mental Health Professional perform a mental health assessment, based on the prisoner's risk.

- g. Ensure that prisoners who are classified as moderate or high risk of suicide or self harm are searched and monitored with constant supervision until the prisoner is transferred to a Qualified Mental Health Professional for assessment.
  - h. Conduct appropriate mental health assessments within the following periods from the initial screen:
    - (1) 14 days, or sooner, if medically necessary, for prisoners classified as low risk;
    - (2) 48 hours, or sooner, if medically necessary, for prisoners classified as moderate risk; and
    - (3) immediately, but no later than two hours, for prisoners classified as high risk.
  - i. Ensure that prisoners who have been classified as high risk based on a mental health screening, but who cannot be assessed within two hours, are transferred to an outside hospital or other appropriate mental health provider for assessment.
  - j. Ensure that mental health assessments include, the assessment factors described in Appendix A. Qualified Mental Health Professionals will complete all assessments, pursuant to generally accepted correctional standards of care.
  - k. Ensure that Qualified Mental Health Professionals perform in-person mental health assessments no later than one working day following any adverse triggering event (i.e., any suicide attempt, any suicide ideation, and any aggression to self resulting in serious injury).
  - l. Ensure that Mental Health Staff conduct in-person assessments of prisoners before placing them on suicide watch (segregation) and on regular intervals thereafter, as clinically appropriate.
2. Treatment – The St. Tammany Parties will continue to ensure that:
- a. Policies and procedures to ensure adequate and timely treatment for prisoners are continued and further developed for prisoners, whose assessments reveal serious mental health needs and/or suicidal ideation, including timely and appropriate referrals for specialty care and visits with Qualified Mental Health Professionals, as clinically appropriate.
  - b. Treatment plans adequately address prisoners' serious mental health needs and that the plans contain interventions specifically tailored to the prisoners' diagnoses and problems. Provide group or individual therapy services by an appropriately licensed provider where necessary for prisoners with serious mental health needs.



- c. Mental health evaluations completed as part of the disciplinary process include recommendations based on the prisoner's mental health status.
  - d. An adequate scheduling system is implemented to ensure that mental health professional assess prisoners with mental illness as clinically appropriate, regardless of whether the prisoner is prescribed medications.
  - e. Prisoners receive psychotropic medications in a timely manner and that prisoners have proper diagnoses for each psychotropic medication prescribed.
  - f. The practice of allowing prisoners to self administer medications is closely monitored and used only when medically appropriate. Prisoners who a Qualified Mental Health Professional has deemed unsuitable for self administration shall not be allowed to self administer medications.
  - g. Psychotropic medications are reviewed by a Qualified Mental Health Professional on a regular, timely basis and prisoners are properly monitored.
  - h. Standards are established for the frequency of review and associated charting of psychotropic medication monitored.
  - i. The treatment of suicidal prisoners involves more than segregation and close supervision (i.e., providing psychiatric therapy, regular counseling sessions, and follow-up care).
  - j. Crisis services are available to manage psychiatric emergencies that occur among prisoners. Such services may include, but are not necessarily limited to, licensed in-patient psychiatric care, when clinically appropriate.
3. Suicide Precautions – The St. Tammany Parties will continue to ensure that:
- a. Suicide prevention procedures include provisions for constant direct supervision of actively suicidal prisoners and close supervision of special needs prisoners with lower levels of risk (e.g., 15 minute checks).
  - b. Prisoners on suicide watch are immediately searched and monitored with constant direct supervision until a Qualified Mental Health Professional conducts a suicide risk assessment, determines the degree of risk, and specifies the appropriate degree of supervision. Correctional officers shall document their checks on forms that do not have pre-printed times.
  - c. All prisoners placed on suicide precautions shall be evaluated by a qualified mental health professional before being removed from suicide watch.

- d. All prisoners discharged from suicide precautions receive a follow-up assessment within three working days, in accordance with a treatment plan developed by a Qualified Mental Health Care Professional.
  - e. Policies and procedures for suicide precautions set forth the conditions of the suicide watch, including a policy requiring an individual clinical determination of allowable clothing, property, and utensils. These conditions shall be altered only on the written instruction of a Qualified Mental Health Professional, except under emergent circumstances or when security considerations require.
  - f. The use of "booking cages" for housing prisoners in order to prevent suicide attempts or as mental health treatment has been eliminated and that these cages have been removed from the Jail facility.
  - g. Policies for the use of isolation cells (i.e., suicide-resistant cells) are developed and implemented.
4. Suicide Prevention Training Program – The St. Tammany Parties will continue to ensure that:
- a. Within 90 days of the Effective Date, a suicide prevention training program is continued and updated as set forth herein. The suicide prevention training program shall include the following topics:
    - (1) suicide prevention policies and procedures;
    - (2) analysis of facility environments and why they may contribute to suicidal behavior;
    - (3) potential predisposing factors to suicide;
    - (4) high-risk suicide periods;
    - (5) warning signs and symptoms of suicidal behavior;
    - (6) case studies of recent suicides and serious suicide attempts;
    - (7) differentiating suicidal and self-injurious behavior;
    - (8) mock demonstrations regarding the proper response to a suicide attempt; and
    - (9) the proper use of emergency equipment.
  - b. All correctional, medical, and mental health staffs are trained on the suicide screening instrument and the medical intake tool.

- c. Before assuming their duties and on a regular basis thereafter, all staff who work directly with prisoners have demonstrated competence in identifying and managing suicidal prisoners.
  - d. All correctional, medical, and mental health staff complete a minimum of four hours of in-service training annually, to include training on updated policies, procedures, and techniques.
  - e. All correctional staff is trained in observing prisoners on suicide watch and step-down unit status.
  - f. All correctional staff is certified in cardiopulmonary resuscitation.
  - g. An emergency response bag that includes a first aid kit and emergency rescue tool is in close proximity to all housing units. All staff coming into regular contact with prisoners shall know the location of this emergency response bag and be trained in its use.
5. Use of Restraints – The St. Tammany Parties will continue to ensure that:
- a. Policies for the use of restraints on prisoners with mental health needs are continued, further developed, and implemented.
  - b. Written approval is received by a Qualified Medical or Mental Health Professional before the use of restraints on prisoners with mental health needs or requiring suicide precautions, unless emergency security concerns dictate otherwise. Such restraints shall be used for only as long as it takes for alternative security measures to be employed.
  - c. Restrained prisoners with mental health needs are monitored at least every 15 minutes by correctional staff to assess their physical condition.
  - d. Qualified Medical or Mental Health staff complete documentation on the use of restraints, including the basis for and duration of the use of restraints and the performance and results of welfare checks on such restrained prisoners.
6. Basic Mental Health Training – The St. Tammany Parties will continue to ensure that:
- a. All staff have the knowledge, skill, and ability to identify and respond to prisoners with mental health needs. The St. Tammany Parties shall maintain the annual in-service basic training program for Qualified Medical and Mental Health Staff and correctional staff that addresses mental health needs. The training program shall continue to ensure that the following occurs:

- (1) Training will be conducted by the Qualified Mental Health Professional or his or her designee.
- (2) Training will continue to include:
  - (i) identifying and evaluating prisoners with mental health needs and recognizing specific behaviors that may arise out of mental health needs;
  - (ii) mental health protocols developed pursuant to this Agreement; and
  - (iii) for Qualified Nursing Staff, screening instruments developed pursuant to this Agreement.

7. Mental Health Staffing – The St. Tammany Parties will continue to ensure that:

- a. Mental Health staffing at the Jail is sufficient to provide adequate care for prisoners' serious mental health needs, fulfill the terms of this Agreement, and allow for the adequate operation of the Jail, consistent with constitutional standards. The St. Tammany Parties shall continue to achieve adequate mental health staffing in the following manner:
  - (1) Within 90 days of the Effective Date, or before the Effective Date, the St. Tammany Parties shall conduct a comprehensive staffing plan and/or analysis to determine if additional the mental health staffing is necessary to provide adequate care for prisoners' serious mental health needs;
  - (2) The results of the staffing plan and/or analysis shall provide guidance as to the number of mental health staffing necessary to provide adequate care for prisoners' serious mental health needs and to carry out the requirements of this Agreement; and
  - (3) If the staffing plan indicates the need for additional mental health staffing, the St. Tammany Parties shall develop and implement a plan to ensure that the Jail is sufficiently staffed in order to carry out the requirements of this Agreement.
- b. The comprehensive staffing plan shall be submitted to the Independent Auditor and the Department of Justice ("DOJ") for review and comment.

8. Security Staffing – The St. Tammany Parties will continue to ensure that:

- a. Security staffing is sufficient to adequately supervise and monitor prisoners, fulfill the terms of this Agreement, and allow for the safe operation of the Jail, consistent with constitutional standards. The St. Tammany Parties shall achieve adequate correctional officer staffing in the following manner:

- (1) Within 90 days of the Effective Date, or before the Effective Date, the St. Tammany Parties shall conduct a comprehensive staffing plan and/or analysis to determine if additional correctional officer staffing levels are necessary to provide adequate coverage inside each housing and specialized housing unit, assist with monitoring prisoners on suicide precautions, and comply with all provisions of this Agreement;
    - (2) The results of the staffing plan and/or analysis shall provide guidance as to the number of correctional officers necessary to provide adequate care for prisoners' needs; and
    - (3) If the staffing plan indicates the need for additional correctional officer staffing, the St. Tammany Parties shall develop and implement a plan to ensure that the Jail is sufficiently staffed in order to carry out the requirements of this Agreement.
  - b. The security staffing plan shall be submitted to the Independent Auditor and DOJ for review and comment.
9. Risk Management – The St. Tammany Parties will continue to:
- a. Develop and implement policies and procedures that create a risk management system to identify levels of risk for suicide and self-injurious behavior and require intervention at the individual and system levels to prevent or minimize harm to prisoners, as set forth by the triggers and thresholds in Appendix A.
  - b. Develop and implement a Mental Health Review Committee that will review individual and system data about triggers and thresholds, as set forth in Appendix A, and will continue to determine whether these data indicate trends either for individuals or for the adequacy of treatment and suicide prevention overall. The Mental Health Review Committee shall continue to:
    - (1) include the Medical Director, one or more members of the mental health department, related clinical disciplines, corrections, and an appointed risk manager;
    - (2) conduct analyses of the mental health screening and assessment processes and tools, review the quality of screenings and assessments and the timeliness and appropriateness of care provided, and make recommendations on changes and corrective actions;
    - (3) provide oversight of the implementation of mental health guidelines and support plans;
    - (4) review policies, training, and staffing levels;

- (5) monitor implementation of recommendations and corrective actions; and
  - (6) refer appropriate incidents to the Morbidity/Mortality Committee for review, as necessary.
- c. Ensure that a Morbidity/Mortality Committee reviews suicides and serious suicide attempts at the Jail in order to improve care on a jail-wide basis.
- (1) The Morbidity and Mortality Review Committee shall continue to include one or more members of jail operations, medical department, mental health care department, related clinical disciplines, corrections, and an appointed risk manager. The Morbidity and Mortality Review Committee shall continue to do the following:
    - (i) Ensure that an interdisciplinary review, consisting of members of the correctional, medical, and mental health staffs, is established to review all suicides and serious suicide attempts.
    - (ii) Ensure that the review shall include an inquiry of:
      - (a) circumstances surrounding the incident;
      - (b) facility procedures relevant to the incident;
      - (c) all relevant training received by involved staff;
      - (d) pertinent medical and mental health services/reports involving the victim;
      - (e) possible precipitating factors leading to the suicide; and
      - (f) recommendations, if any, for changes to policy, training, physical plant, medical or mental health services, and operational procedures.
    - (iii) When appropriate, the Review team shall develop a written plan (and timetable) to address areas that require corrective action.
    - (iv) Ensure that a mortality or morbidity review is conducted within 30 days of each suicide or serious suicide attempt (e.g., those incidents requiring hospitalization for medical treatment). A preliminary report of the review must be completed within that time.
    - (v) Ensure a final mortality review report is completed within 30 days after the pathological examinations are complete.

#### **IV. COMPLIANCE AND QUALITY IMPROVEMENT**

- A. The St. Tammany Parties will continue to revise and/or develop relevant policies and procedures affected by this Agreement, including those concerning mental health screening and assessment, mental health treatment, suicide precautions, suicide prevention and basic mental health training, use of restraints, mental health and security staffing, and risk management and to ensure that they are consistent with, incorporate, and implement all provisions of this Agreement.
- B. The St. Tammany Parties will continue to revise and/or complete its drafting and/or revision of relevant policies and procedures. Within 180 days, the St. Tammany Parties shall complete drafting or revision of other written documents to effectuate this Agreement, such as screening tools, logs, handbooks, manuals, and forms.
- C. The St. Tammany Parties will continue to provide DOJ with copies of relevant policies, procedures, and other documents, required by this Agreement. Within 30 days of assuming position of Independent Auditor, the Independent Auditor will review all policies, procedures, and other documents that the St. Tammany Parties provided to United States. Thereafter, relevant policies, procedures, other documents, including mental health and security staffing plans required by this Agreement will be reviewed by the Independent Auditor within 30 days from the date they are submitted. If the Independent Auditor does not approve a policy, procedure, or plan, the Independent Auditor will specify the reasons for withholding approval and will provide recommendations and technical assistance, as necessary. Approval by the Independent Auditor will not be unreasonably withheld. The St. Tammany Parties will re-submit revised policies, procedures, and plans to the Independent Auditor within 14 days. Nothing in this Agreement is intended to prevent DOJ from objecting to policies, procedures, and plans that are inconsistent with this Agreement.
- D. Within 180 days after implementation of any policy or procedure, and annually thereafter, the St. Tammany Parties shall review each policy or procedure to ensure that the policy or procedure remains consistent with this Agreement. Any revised policy or procedure shall be submitted to the Independent Auditor and DOJ, and shall be reviewed in accordance with the schedule set out in the immediately preceding paragraph.
- E. Within 120 days of the Effective Date and annually thereafter, the St. Tammany Parties will provide training to staff on policies, procedures, and other documents developed to implement this Agreement. The St. Tammany Parties shall document employee participation in these training sessions. Annual training shall also include a review of any policies, procedures, and other documents developed the prior year. In preparation for each annual training, the St. Tammany Parties shall examine the results of the Risk Management process, including data gathered by, analyses of, and recommendations of the Mental Health Review Committee and the Morbidity/Mortality Review Committee. The St. Tammany Parties shall also examine any corrective actions taken by the St. Tammany Parties as a result of the activities of these committees. In consultation with the Independent Auditor and DOJ, the St. Tammany Parties shall use this information to

measure whether staff are acting consistent with the requirements of this Agreement and to develop and refine the annual training curriculum to address areas of continuing concern or noncompliance.

#### **V. REPORTING REQUIREMENTS AND RIGHT OF ACCESS**

- A. The St. Tammany Parties shall submit bi-annual compliance reports to the Independent Auditor and DOJ, the first of which shall be filed within six months of the Effective Date. The bi-annual reports thereafter shall be filed 15 days after the termination of each six-month period until the Agreement is terminated. Each compliance report referenced herein shall address every substantive provision of the Agreement and describe the actions the St. Tammany Parties have taken during the reporting period to implement the Agreement.
- B. The St. Tammany Parties shall within 24 hours notify the Independent Auditor and DOJ upon the death of, or following the serious suicide attempt, of any prisoner. The St. Tammany Parties shall forward to the Independent Auditor and DOJ any completed incident reports and medical and/or mental health reports related to deaths, autopsies, and/or death summaries of prisoners.
- C. The St. Tammany Parties shall maintain sufficient records to document that the requirements of this Agreement are being properly implemented and, upon request, shall make such records available to DOJ within 48 hours for inspection and copying. In addition, the St. Tammany Parties shall maintain and provide, upon request, all records or other documents to verify that they have taken such actions as described in their compliance reports (e.g., census summaries, policies, procedures, protocols, training materials, investigations, and incident reports).
- D. DOJ and its attorneys, consultants, and agents shall have unrestricted access to the Jail, prisoners, staff and documents as reasonably necessary to address issues affected by this Agreement, with adequate notice given to the attorneys for the St. Tammany Parties.
- E. Within 45 days of receipt of written questions from DOJ concerning the St. Tammany Parties' compliance with the requirements of this Agreement, such parties shall provide DOJ and the Independent Auditor with written answers and any requested documents.
- F. The St. Tammany Parties and DOJ agree that a current employee will be assigned to serve as coordinator to oversee compliance with this Agreement and to serve as a point of contact.

#### **VI. INDEPENDENT AUDITING**

- A. Independent Auditor Selection: The Parties have jointly selected Kerry C. Hughes, M.D. to serve as the Independent Auditor overseeing implementation of the Agreement. If Kerry C. Hughes, M.D. is unable to serve or continue serving as the Independent Auditor, or if DOJ and the St. Tammany Parties agree to discontinue the Independent Auditor, DOJ



and the St. Tammany Parties shall confer within 45 days of being notified of the decision to discontinue use of Kerry C. Hughes, M.D. or to select a new Independent Auditor. If the Parties are unable to agree upon a selection of a new Independent Auditor within 45 days, each Party shall submit two names along with résumés or curriculum vitae and cost proposals, to a neutral party, selected with the assistance of the Federal Mediation and Conciliation Service, and the neutral party shall appoint the Independent Auditor from among the names submitted. The Parties agree to equally share the cost of the Federal Mediation and Conciliation Service.

- B. Independent Auditor Qualifications: The Independent Auditor and his or her staff shall have appropriate experience and education or training related to the subject areas covered in this Agreement.
- C. Independent Auditing Team: The Independent Auditor may hire or consult with such additional qualified staff as necessary to fulfill the duties required by the Agreement ("Independent Auditing Teams"). The Independent Auditor is ultimately responsible for the findings regarding compliance. The Independent Auditing Teams will be subject to all the same access rights and confidentiality limitations, listed below, as the Independent Auditor. The Parties reserve the right to object for good cause to members of the Independent Auditing Team.
- D. Independent Auditor Access: The Independent Auditor shall have full and complete access to the Jail, all Jail records, prisoner medical records, staff, and prisoners. The St. Tammany Parties shall direct all employees to cooperate fully with the Independent Auditor. All non-public information obtained by the Independent Auditor shall be maintained in a confidential manner.
- E. Independent Auditor Ex Parte Communications: The Independent Auditor shall be permitted to initiate and receive ex parte communications with/from all Parties.
- F. Limitations on Public Disclosures by Independent Auditor: Except as required or authorized by the terms of this Agreement or the Parties acting together, the Independent Auditor, including any agent, employee, or independent contractor thereof shall not make any public statements – including but not limited to statement to the press, conference presentations, lectures, or articles – with regard to the: status of the St. Tammany Parties' compliance or noncompliance with this Agreement; any act or omission of the St. Tammany Parties, or their agents, representatives, or employees; or the terms of employment as the Independent Auditor, unless authorized by DOJ and the Parties.
- G. Limitations on Testifying by Independent Auditor: The Independent Auditor shall not testify in any other litigation or proceeding with regard to any act or omission of the St. Tammany Parties or any of their agents, representatives, or employees related to this Agreement, nor testify regarding any matter or subject that he or she may have learned as a result of his or her performance under this Agreement. Reports issued by the Independent Auditor shall not be admissible against the St. Tammany Parties in any

proceeding other than a proceeding related to the enforcement of this Agreement by the St. Tammany Parties or DOJ.

- H. Conflicts of Interest: Unless such conflict is waived by DOJ and the St. Tammany Parties, the Independent Auditor shall not accept employment or provide consulting services that would present a conflict of interest with the Independent Auditor's 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 St. Tammany Parties, their departments, officers, agents, or employees.
- I. Record Retention by the Independent Auditor: The Independent Auditor is not a State/Parish or local agency or an agent thereof, and accordingly the records maintained by the Independent Auditor shall not be deemed public records subject to public inspection.
- J. Independent Auditor's Liability: Neither the Independent Auditor nor any person or entity hired or otherwise retained by the Independent Auditor to assist in furthering any provision of this Agreement shall be liable for any claim, lawsuit or demand arising out of the Independent Auditor's performance pursuant to this Agreement. This provision does not apply to any proceeding before a court related to performance of contracts or subcontracts for auditing this Agreement.
- K. Independent Auditor's Reports: The Independent Auditor shall provide Parties with reports describing the steps taken by the St. Tammany Parties to implement this Agreement. The reports shall also evaluate the extent to which the St. Tammany Parties have complied with each substantive provision of the Agreement. The Independent Auditor shall issue an initial report three months after the effective date of this Agreement, and then every six months thereafter. The reports shall be provided to DOJ and the St. Tammany Parties in draft form for comment at least two weeks prior to their issuance. These reports shall be written with due regard for the privacy interests of individual prisoners and staff and the interest of the St. Tammany Parties in protecting against disclosure of non-public information. The Parties shall have the discretion to place the Independent Auditor's Reports on a prominent place on their public websites.
- L. Compliance Assessments: In the Independent Auditor's report, the Independent Auditor shall evaluate the status of compliance for each relevant provision of the Agreement using the following standards: (1) Substantial Compliance; (2) Partial Compliance, and (3) Non-compliance. In order to assess compliance, the Independent Auditor shall review a sufficient number of pertinent documents to accurately assess current conditions; interview all necessary staff; and interview a sufficient number of prisoners to accurately assess current conditions. The Independent Auditor shall be responsible for independently verifying representations from the St. Tammany Parties regarding progress toward compliance, examining supporting documentation, where applicable. Each Independent Auditor's report shall describe the steps taken by the Independent Auditor to analyze

conditions and assess compliance, including documents reviewed and individuals interviewed, and the factual basis for each of the Independent Auditor's findings.

- M. Independent Auditor's Budget: the St. Tammany Parties shall provide the Independent Auditor with a budget sufficient to allow the Independent Auditor to carry out the responsibilities described in this Agreement. The Independent Auditor shall pay the members of the Independent Auditing Teams out of this budget.
- N. Technical Assistance by the Independent Auditor: The Independent Auditor shall provide the St. Tammany Parties with technical assistance as requested by the St. Tammany Parties. Technical assistance should be reasonable and should not interfere with the Independent Auditor's ability to assess compliance.
- O. Independent Auditor's Performance Contract: The Parties to this Agreement acknowledge that the St. Tammany Parties and the Independent Auditor will enter into a separate performance contract that specifically describes the role and obligations that the Independent Auditor is expected to complete consistent with this Agreement.

## VII. ENFORCEMENT

- A. During the period that the Agreement is in force, if the Independent Auditor or DOJ determines that the St. Tammany Parties have not made material progress toward substantial compliance with a significant obligation under the Agreement, and such failure constitutes a violation of prisoners' constitutional rights, DOJ may initiate enforcement proceedings for an alleged failure to fulfill an obligation under this Agreement in Court.
- B. Before taking judicial action to an enforcement proceeding, DOJ shall give the St. Tammany Parties written notice of its intent to initiate such proceedings, and the Parties shall engage in good-faith discussions to resolve the dispute.
- C. The St. Tammany Parties shall have 60 days from the date of such notice to cure the alleged failure (or such additional time as is reasonable due to the nature of the issue and agreed upon by the Parties) and provide DOJ with sufficient proof of its cure. If DOJ determines that the alleged failure has not been cured at the end of the 60-day period (or such additional time as is reasonable due to the nature of the issue and agreed upon by the Parties), DOJ may initiate enforcement proceedings without further notice. DOJ commits to work in good faith with the St. Tammany Parties to avoid enforcement actions.
- D. In case of an emergency posing an immediate threat to the health or safety of a prisoner or staff member at the Jail, however, DOJ may omit the notice and cure requirements herein before seeking enforcement of the Agreement.
- E. The Parties to this Agreement recognize the current existence of an Intergovernmental Agreement relating to matters pertaining to the Jail. Should the existing Intergovernmental Agreement be modified or terminated, the St. Tammany Parties

acknowledge that the terms and conditions of this Memorandum of Agreement will remain in effect.


#### **VIII. CONSTRUCTION, IMPLEMENTATION, AND TERMINATION**

- A. The St. Tammany Parties shall implement all reforms within their areas of responsibility, as designated within the provisions of this Agreement that are necessary to effectuate this Agreement. The implementation of this Agreement will begin immediately upon the Effective Date.
- B. Except where otherwise agreed to under a specific provision of this Agreement, the St. Tammany Parties shall implement all provisions of this Agreement within 180 days of the Effective Date.
- C. This Agreement shall terminate when the St. Tammany Parties have achieved substantial compliance with each provision of the Agreement and have maintained substantial compliance with all provisions of the Agreement for a period of one year.
- D. Failure by any party to enforce this entire Agreement or any provision thereof with respect to any deadline or any other provision herein shall not be construed as a waiver of its right to enforce other deadlines or provisions of this Agreement.
- E. If any unforeseen circumstance occurs that causes a failure of either party to timely carry-out any requirements of this Agreement, such party shall notify the other in writing within 20 calendar days after becoming aware of the unforeseen circumstance and its impact on the Parties' 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 Parties shall implement all reasonable measures to avoid or minimize any such failure.
- F. This Agreement shall constitute the entire integrated Agreement of the Parties. With the exception of DOJ's findings letter and any DOJ technical assistance recommendations, and the correspondence and documents from the St. Tammany Parties submitted to DOJ, no prior or contemporaneous communications, oral or written, will be relevant or admissible for purposes of determining the meaning of any provisions herein in this litigation or in any other proceeding.
- G. This Agreement shall be applicable to, and binding upon, all Parties, their officers, agents, employees, assigns, and their successors in office.
- H. Each party shall bear the cost of its fees and expenses incurred in connection with this case, except as is set forth in paragraph J of this section of the Agreement.
- I. If 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.


- J. All Parties agree that, as of the date of entry of this Agreement, litigation is not “reasonably foreseeable” concerning the matters described in this Agreement. To the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in this Agreement, the party is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves any party of any other obligations imposed by this Agreement, including the document creation and retention requirements described above.

**FOR THE UNITED STATES:**


JOCELYN SAMUELS  
Acting Assistant Attorney General  
Civil Rights Division




ROY L. AUSTIN, JR.  
Deputy Assistant Attorney General  
Civil Rights Division



JONATHAN M. SMITH  
Chief  
Special Litigation Section

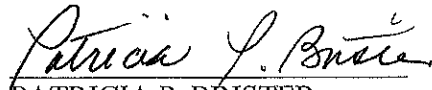


SHELLEY JACKSON  
Deputy Chief  
Special Litigation Section



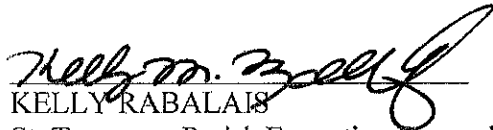
COREY M. SANDERS  
Trial Attorney  
U.S. Department of Justice  
Civil Rights Division  
Special Litigation Section  
950 Pennsylvania Ave., NW  
Washington, D.C. 20530  
(202) 305-3229  
corey.sanders@usdoj.gov

**FOR THE PARISH OF  
ST. TAMMANY:**



PATRICIA P. BRISTER

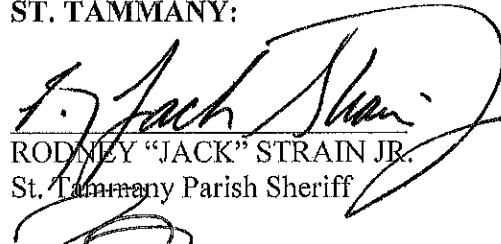
St. Tammany Parish President



KELLY RABALAIS

St. Tammany Parish Executive Counsel

**FOR THE SHERIFF OF  
ST. TAMMANY:**



RODNEY "JACK" STRAIN JR.

St. Tammany Parish Sheriff



BRIAN F. TRAINOR

LEGAL ADVISOR

St. Tammany Parish Sheriff's Office



CHARLES M. HUGHES JR.

Talley, Anthony, Hughes, Knight, L.L.C.

2250 7<sup>th</sup> Street

Mandeville, LA 70471

APPENDIX A  
Screening and Assessment Factors, Triggers, and Thresholds

Screening Factors	Assessment Factors	Trigger Events Occurring in St. Tammany	Thresholds Reached in St. Tammany
<b>History, Ideation, and Observation</b>			
<p>Intake screening shall inquire as to the following:</p> <ol style="list-style-type: none"> <li>1. Past suicidal ideation and/or attempts;</li> <li>2. Current suicidal ideation, threat, or plan;</li> <li>3. Prior mental health treatment or hospitalization;</li> <li>4. Recent significant loss - such as the death of a family member or close friend;</li> <li>5. History of suicidal behavior by family members and close friends;</li> <li>6. Suicide risk during any prior confinement; and</li> <li>7. Any reported observations of the transporting officer, court, transferring agency, or similar individuals regarding the inmate's potential suicidal risk.</li> </ol>	<p>Any of the following:</p> <ol style="list-style-type: none"> <li>1. Suicide risk screening indicates moderate or high risk;</li> <li>2. Any suicide attempt in the past;</li> <li>3. Any suicidal ideations, with intent/plan within the past 30 days;</li> <li>4. Any command hallucinations to harm self within the past 30 days;</li> <li>5. Any combination of the following:               <ol style="list-style-type: none"> <li>a) Suicidal ideations within the past year with or without intent/plan;</li> <li>b) Suicidal gestures (current and/or within past year);</li> <li>c) One or more of the following diagnoses:                   <ol style="list-style-type: none"> <li>i) Bipolar Disorder, Depressed</li> <li>ii) Major Depression With or Without Psychotic Features</li> <li>iii) Schizophrenia</li> <li>iv) Schizoaffective Disorder</li> <li>v) Any diagnosis within the Pervasive Developmental Disorder Spectrum</li> <li>vi) Any other factor(s) determined by the interdisciplinary team (IDT) as contributing to suicide risk (e.g. recent loss, family history of suicide, etc.); or</li> </ol> </li> </ol> </li> <li>6. Any history of self-injurious behavior (SIB) resulting in injury requiring medical attention within the past year.</li> </ol>	<ol style="list-style-type: none"> <li>1. Any suicide attempt;</li> <li>2. Any suicide ideation, with or without a plan; and</li> <li>3. Any aggression to self resulting in major injury.</li> </ol>	<ol style="list-style-type: none"> <li>1. Any suicide;</li> <li>2. Any suicide attempt resulting in outside medical treatment;</li> <li>3. Two or more episodes of suicidal ideation/attempts within 14 consecutive days; and</li> <li>4. Four or more episodes of suicidal ideations/attempts within 30 consecutive days.</li> </ol>

Screening Factors	Assessment Factors	Trigger Events Occurring in St. Tammany	Thresholds Reached in St. Tammany
<b>Detoxification and Use of Illicit Substances</b>			
<p>Intake screening shall inquire as to the following:</p> <ol style="list-style-type: none"> <li>1. Substance(s) or medications used;</li> <li>2. Amount;</li> <li>3. Time of last use;</li> <li>4. History of use; and</li> <li>5. Any physical observations, such as shaking, seizing, hallucinating, history of drug withdrawal symptoms, such as agitation, tremors, seizures, hallucinations, and D.T.'s (delirium tremens).</li> </ol>	<p>Any of the following:</p> <ol style="list-style-type: none"> <li>1. Immediate history of substance use disorder;</li> <li>2. History of substance use disorder within the past year;</li> <li>3. Any degree of risk for potentially life-threatening withdrawal from alcohol, benzodiazepines, opiates, opioid derivatives, or other substances;</li> <li>4. Vital signs appearing abnormal, when measuring body temperature, pulse rate, blood pressure, and respirations; and</li> <li>5. CIWA-AR score of 10 or over.</li> </ol>	<ol style="list-style-type: none"> <li>1. Any incident of an individual testing positive for illicit substance (street drug) use;</li> <li>2. Use of benzodiazepines (continuous for more than 60 days) in an individual with past history of substance use disorder;</li> <li>3. Any suicide attempt;</li> <li>4. Any suicidal ideation, with or without a plan; and</li> <li>5. Any aggression to self resulting in major injury.</li> </ol>	<ol style="list-style-type: none"> <li>1. Two or more incidents of illicit use in 7 consecutive days and</li> <li>2. Four or more incidents of illicit use in 30 consecutive days.</li> </ol>