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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

10

11 ASHOK BABU, ROBERT BELL,
IBRAHIM KEEGAN-HORNESBY,
12 DEMAREA JOHNSON, BRANDON
JONES, STEPHANIE NAVARRO,
13 ROBERTO SERRANO, and
ALEXANDER WASHINGTON on behalf
14 of themselves and all others similarly
situated,

15 Plaintiffs,

16 v.
17

COUNTY OF ALAMEDA; GREGORY J.
18 AHERN in his official capacity as Sheriff
of the Alameda County Sheriff's Office;
19 KARYN TRIBBLE in her official capacity
as Director of the Alameda County
20 Behavioral Health Care Services Agency;
and DOES 1 to 20, inclusive,,
21

22 Defendants.

Case No. 5:18-CV-07677

**DECLARATION OF KARA JANSSEN
IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CONSENT DECREE**

Date: September 22, 2021
Time: 1:00 pm

Judge: Hon. Nathanael Cousins

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DECLARATION OF KARA J. JANSSEN

I, Kara J. Janssen, declare:

1. I am an attorney duly admitted to practice before this Court. I am Senior Counsel in the law firm of Rosen Bien Galvan & Grunfeld LLP, counsel of record for Plaintiffs. I have personal knowledge of the facts set forth herein, and if called as a witness, I could competently so testify. I make this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Consent Decree.

2. As part of the General Order 56 process, the Parties agreed to retain a panel of Joint Experts to tour the Jail, evaluate the policies, procedures, practices, and conditions in the Jail, and complete reports with their findings. The Parties then used these reports, as well additional information obtained from class members and other relevant parties, to negotiate the terms contained in the Consent Decree attached hereto. With the assistance of Magistrate Judge Laurel Beeler, the Parties worked extensively to understand, study, and then negotiate the outcomes, goals and timetables for the transformative changes that are required by the Consent Decree. Following extensive settlement negotiations, the Parties reached agreement on a Consent Decree. Defendants' counsel have advised me that the Consent Decree has been approved by the County of Alameda Board of Supervisors. A true and correct copy of the Consent Decree is attached as **Exhibit 1**.

3. As of August 23, 2021, Plaintiffs' Counsel has billed a total of 5,262 hours for a total lodestar of \$2,578,743.50 with an additional \$12,832.40 in costs and expenses. Detailed billing records were previously provided to defense counsel prior to the mediation before Judge Beeler. Plaintiffs' Counsel will file additional evidence, including updated detailed billing records, in support of this request in conjunction with Plaintiffs' Unopposed Motion for Attorneys' Fees and Costs.

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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this declaration is executed at San Francisco, California this 26th day of August, 2021.

/s/ Kara Janssen
Kara J. Janssen

EXHIBIT 1

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13 UNITED STATES DISTRICT COURT

14 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

15 ASHOK BABU, ROBERT BELL,
16 IBRAHIM KEEGAN-HORNESBY,
DEMAREA JOHNSON, BRANDON
17 JONES, STEPHANIE NAVARRO,
ROBERTO SERRANO, and
18 ALEXANDER WASHINGTON on behalf
of themselves and all others similarly
19 situated,

20 Plaintiffs,

21 v.

22 COUNTY OF ALAMEDA; GREGORY J.
AHERN in his official capacity as Sheriff
of the Alameda County Sheriff's Office;
23 KARYN TRIBBLE in her official capacity
as Director of the Alameda County
24 Behavioral Health Care Services Agency;
and DOES 1 to 20, inclusive,

25 Defendants.
26

Case No. 5:18-CV-07677

CONSENT DECREE

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1 This Consent Decree is made and entered into by and through Plaintiffs Ashok
2 Babu, Robert Bell, Ibrahim Keegan-Hornesby, Demarea Johnson, Brandon Jones,
3 Stephanie Navarro, Roberto Serrano, and Alexander Washington individually and on
4 behalf of the Plaintiff Class and Disability Subclass (“Plaintiffs”) and Defendant County of
5 Alameda, Gregory J. Ahern in his official capacity as Sheriff of the Alameda County
6 Sheriff’s Office, and Karyn Tribble in her official capacity as Director of the Alameda
7 County Behavioral Health Care Services Agency (“Defendants”). Plaintiffs and
8 Defendants are collectively referred to herein as the Parties.

9 **I. RECITALS**

10 Plaintiffs filed *Babu v. Ahern*, Case No. 5:18-cv-07677-NC (the “Action”) on
11 December 21, 2018. Dkt. No. 1. The Action alleges that Defendants fail to provide
12 minimally adequate mental health care and conditions of confinement affecting individuals
13 incarcerated within Santa Rita Jail (“Jail”), including, but not limited to, relying on the
14 excessive use of isolation, providing an insufficient amount of out-of-cell time and
15 programming, inadequate classification systems, and a lack of due process protections,
16 among other items, in violation of the Eighth and Fourteenth Amendments to the United
17 States Constitution and the California Constitution. The Action further alleges that
18 Defendants discriminate against individuals with psychiatric disabilities by denying them
19 equal access to programs, services and/or activities offered at the Jail, including
20 accommodations needed to access programming, the grievance and request processes, and
21 accommodations needed to protect the rights and safety of persons with disabilities in use-
22 of-force situations and in the Jail’s disciplinary processes, in violation of the Americans
23 with Disabilities Act (“ADA”), Section 504 of the Rehabilitation Act, and California
24 Government Code § 11135. Defendants deny these allegations.

25 On January 21, 2020, the Court certified a class consisting of “all adults who are
26 now, or in the future will be, incarcerated in the Alameda County Jail” (“Class”) and a
27 subclass defined as “all qualified individuals with a psychiatric disability, as that term is
28 defined in 42 U.S.C. § 12102, 29 U.S.C. § 705(9)(B), and California Government Code

1 § 12926(j) and (m), and who are now, or will be in the future, incarcerated in the Alameda
2 County Jail” (“Disability Subclass”).

3 The Parties agreed to retain a panel of Joint Experts to evaluate the policies,
4 procedures, practices, and conditions in the Jail and to complete reports with their findings.
5 The Joint Experts toured the Jail on multiple occasions, interviewed staff and inmates, and
6 reviewed extensive documents, including policies, procedures, training materials, mental
7 health records, and records relating to programming, out-of-cell time, and classification.
8 Copies of the Joint Experts’ reports were filed with the Court in March 2020 and are part
9 of the record in this case. Dkt. Nos. 111, 112. The Parties then negotiated the terms
10 contained herein.

11 After the Class and Disability Subclass were certified, and while the Parties were
12 negotiating a resolution, the COVID-19 pandemic struck resulting in COVID-19 cases
13 among the Class. The Parties engaged in a meet and confer process related to COVID-19
14 that was overseen by the Court. Defendants retained an outside expert to conduct spot-
15 checks related to COVID-19 policies beginning in May 2020. On July 29, 2020, Plaintiffs
16 filed a motion to amend the Complaint to include allegations concerning COVID-19
17 related policies and practices (Dkt. 173), which was granted on August 13, 2020 (Dkt.
18 184), and the Amended Complaint was filed on August 17, 2020 (Dkt. 186).

19 Through this Consent Decree, Defendants agree to implement the measures set forth
20 herein, subject to monitoring and, if necessary, enforcement by this Court. By entry into
21 this Consent Decree the Parties intend to, and hereby do, resolve all claims raised in this
22 Action. The Parties believe this Consent Decree is fair, reasonable, and adequate to
23 protect the interests of all Parties, and each party to this Consent Decree was represented
24 by counsel during its negotiation and execution. The Parties further stipulate that this
25 Consent Decree complies in all respects with the provisions of 18 U.S.C § 3626(a) and that
26 the prospective relief in this Consent Decree is narrowly drawn, extends no further than
27 necessary to correct the violations of federal rights agreed to by the Parties, is the least
28 intrusive means necessary to correct those violations, and will not have an adverse impact

1 on public safety or the operation of a criminal justice system.

2 **II. DEFINITIONS**

3 The following definitions apply to the terms of this Consent Decree. Unless
4 explicitly stated to the contrary, any term not expressly defined in this Section or
5 elsewhere in this Consent Decree that has an expressly defined meaning under Title II of
6 the ADA, Section 504 of the Rehabilitation Act of 1973 and/or Section 11135 of the
7 California Government Code, shall have the meaning ascribed to it by current statute. The
8 Department of Justice regulations implementing Title II of the ADA use the phrase
9 “reasonable modifications” (*see* 28 C.F.R. § 35.130(b)(7)); while the phrase, “reasonable
10 accommodation,” is primarily used in Title I of the ADA, *see* 42 U.S.C § 12111. These
11 terms are frequently used interchangeably by the courts and are used interchangeably
12 herein. All other terms shall be interpreted according to their plain and ordinary meaning.

13 **“Administrative Housing”** refers to Restrictive Housing Units, Therapeutic
14 Housing Units, and any other unit that houses people who cannot be placed in General
15 Population.

16 **“ACSO”** refers to the Alameda County Sheriff’s Office.

17 **“AFBH”** refers to Adult Forensic Behavioral Health Services.

18 **“County”** refers to the County of Alameda.

19 **“Disability”** or **“Disabilities”** means a psychiatric disability, as that term is defined
20 in 42 U.S.C. § 12102, 29 U.S.C. § 705(9)(B), and California Government Code § 12926(j)
21 and (m).

22 **“Behavioral Health Client”** refers to all incarcerated persons in the Jail with a
23 current need for any Mental Health Services.

24 **“Classification Unit”** is the unit of the Jail staffed by specially trained ACSO staff
25 who are responsible for, among other things, monitoring the placement of all incarcerated
26 persons in all housing units, designating an individual’s classification status including
27 security level (Minimum, Medium, or Maximum) and placement (General Population or
28 Administrative Housing).

1 “**Discipline**” is the imposition of penalties on incarcerated people for misconduct
2 that violates Jail facility rules.

3 “**Effective Communication**” means that any written or spoken communication
4 must be as clear and understandable to people with disabilities as it is for people who do
5 not have disabilities.

6 “**Effective Date**” means the date this Consent Decree is approved and entered by
7 the Court.

8 “**Isolation**” means confinement for 22 hours or more per day in a locked room or
9 cell, with or without a cellmate, and with limited social contact as compared with the
10 general population whether pursuant to disciplinary, administrative, or classification
11 action.

12 “**Joint Experts**” refers to experts who were jointly retained by the Parties:

13 Dr. James Austin (classification); Kerry Hughes, M.D. (mental health services); Terri
14 McDonald (custody operations and restrictive housing); and Michael Brady and Rick
15 Wells from Sabot Consulting (disability access and custody staffing). Eloisa Carolina
16 Montoya, Psy.D., replaced Dr. Hughes as the joint mental health expert as of May 3, 2021.

17 “**Material Compliance**” requires that, for each provision, the Jail has developed
18 and implemented a policy incorporating the requirement, trained relevant personnel on the
19 policy, and relevant personnel are complying with the requirement in actual practice.

20 “**Medical Isolation**” is the practice of isolating incarcerated people from the rest of
21 the Jail population when they present with symptoms consistent with a contagious disease
22 or test positive for a contagious disease in order to stem the risk of transmission throughout
23 the Jail.

24 “**Non-Compliance**” indicates that the Jail has not met the components of the
25 relevant provision of the Consent Decree.

26 “**Out-of-Cell Activities**” means any opportunity to engage in leisure, recreation,
27 entertainment, programming, learning, or physical activities that occur outside of the
28 incarcerated person’s cell. The activities may be self-directed or County-facilitated

1 including, but not limited to, outdoor recreation, group programming and/or classes,
2 vocational programs, games, use of tablets, and other socialization among inmates.

3 **“Partial Compliance”** indicates that the Jail has achieved compliance with some of
4 the components of the relevant provision of the Consent Decree, but significant work
5 remains.

6 **“Psychiatric Disability” or “Psychiatric Disabilities”** means a psychiatric
7 disability as defined in 42 U.S.C. § 12102, 29 U.S.C. § 705(9)(B), and California
8 Government Code § 12926(j) and (m) and includes cognitive, developmental, intellectual,
9 and/or learning related disabilities.

10 **“Qualified Mental Health Professional”** means psychiatrists, psychologists,
11 psychiatric social workers, licensed professional counselors, psychiatric nurses, or others
12 who by virtue of their education, credentials, and experience are permitted by law to
13 evaluate and care for the mental health needs of patients.

14 **“Quarantine”** is the practice of separating and restricting individuals who may
15 have been exposed to a contagious disease for a fixed period of time or until positive
16 confirmatory test results are received.

17 **“Recreation Space”** includes day rooms, pod areas, quasi-yards, and outdoor areas
18 on both the minimum and maximum sides of the Jail.

19 **“Restraint Devices”** means equipment utilized to restrict the movement of an
20 incarcerated person; this includes the **Pro-Straint Restraint Chair**, and any other device
21 which immobilizes an incarcerated person's extremities, and/or prevents the inmate from
22 being ambulatory. **This does not include handcuffs or waist chains.**

23 **“Restrictive Housing”** refers to individuals placed in either Restrictive Housing
24 Step 1 or Restrictive Housing Step 2.

25 **“Serious Mental Illness” or “SMI”** means a current diagnosis of a major
26 psychiatric disorder, and that disorder significantly impairs that person’s judgment,
27 behavior, capacity to recognize reality, and/or ability to cope with the customary demands
28 of life in the General Population facilities of the Jail. This may include, but is not limited

1 to, an incarcerated person who has current symptoms and/or requires treatment for the
2 following diagnoses: Schizophrenia (all subtypes), Delusional Disorder, Schizophreniform
3 Disorder, Schizoaffective Disorder, Brief Psychotic Disorder, Substance-Induced
4 Psychotic Disorder (excluding intoxication and withdrawal), Psychotic Disorder Due to A
5 General Medical Condition, Psychotic Disorder Not Otherwise Specified, Major
6 Depressive Disorders, and Bipolar Disorders I and II.

7 “**Staff**” refers to ACSO staff, sworn and unsworn, AFBH staff, and all third-party
8 contractors to the extent that the County has delegated to these third parties the
9 responsibility of complying with aspects of this Consent Decree. Notwithstanding the
10 above, Defendants are and remain responsible for ensuring the implementation of all
11 corrective actions set forth herein.

12 “**Substantial Compliance**” indicates that the Jail has achieved Material
13 Compliance with the components of the relevant provision of the Consent Decree.

14 “**Therapeutic Housing Unit(s)**” refers to specialized housing units with a focus on
15 mental health treatment, admission to which is controlled by the Therapeutic Housing
16 Committee.

17 **III. INJUNCTIVE RELIEF**

18 **A. COVID-19 Measures**

19 On March 4, 2020, Governor Gavin Newsom declared a state of emergency in the
20 State of California due to the global COVID-19 outbreak. At the invitation of the
21 Honorable Nathanael Cousins on March 16, 2020, the Parties began to meet and confer
22 and participate in regular status conferences before the Court regarding the impact of
23 COVID-19 on class members and to discuss ways to further limit the spread of COVID-19
24 in the Jail. On August 13, 2020, the Court granted Plaintiffs’ Motion for Leave to File
25 Plaintiffs’ First Amended Complaint, which alleges that the COVID-19 pandemic impacts
26 all aspects of the care, custody and confinement of the certified class and subclass.
27 Plaintiffs filed this First Amended Complaint on August 17, 2020.
28

1 Defendants implemented extensive measures to contain the spread of COVID-19.
 2 These measures are set forth in the Outbreak Control Plan¹, which directs Defendants'
 3 response to COVID-19², and are described generally below. Defendants shall continue to
 4 implement a robust and effective response to the COVID-19 pandemic pursuant to the
 5 current Outbreak Control Plan and in consultation with the Alameda County Public Health
 6 Department ("ACPHD") and guided by State and Federal public health authorities,
 7 including the California Department of Public Health ("CDPH") and Centers for Disease
 8 Control and Prevention ("CDC"). Defendants' response to the COVID-19 pandemic is,
 9 however, subject to change as the scientific and public health communities learn more
 10 about this novel virus and their guidance evolves. Based on the measures Defendants have
 11 taken to date to contain the spread of COVID-19 in the Jail in conjunction with Plaintiffs'
 12 involvement, as well as the Court's oversight, to the parties' knowledge, **no court has**
 13 **found Defendants' response to the pandemic to be deficient.**

14 **1. Masks, Personal Protective Equipment, Personal Hygiene, and** 15 **Cleaning**

16 Defendants shall: (a) require contractors, staff, and visitors to the Jail to wear a
 17 facial covering and adequate Personal Protective Equipment ("PPE"), including gowns,
 18 goggles, face shields, and/or gloves; (b) provide masks, including cloth masks, medical
 19 masks, surgical masks, or N95 masks, as appropriate, at no charge to all incarcerated
 20 persons, including all newly booked individuals upon entry into the Jail, and ensure masks
 21 are replaced as needed; (c) provide for an enhanced schedule for cleaning common areas,
 22 _____

23 ¹ References below to the measures Defendants have implemented in response to the
 24 COVID-19 pandemic are drawn from the Outbreak Control Plan, including the
 25 terminology used below to describe these measures.

26 ² The Outbreak Control Plan is available online at
 27 <https://www.alamedacountysheriff.org/about-us/covid-19-stats>. The current version of the
 28 Outbreak Master Control Plan effective as of the execution of this Consent Decree is
 attached as **Exhibit A**. As provided for herein, this document may be updated or
 otherwise modified following the execution of this Consent Decree as needed consistent
 with local, State, and/or Federal public health guidance.

1 including the pod/dayroom and shower facilities, and an enhanced schedule for laundry
2 services; and (d) ensure that cleaning supplies and soap are made available to incarcerated
3 persons at no charge to allow them to clean themselves and inside their cells, for as long as
4 these measures are recommended by public health authorities for correctional
5 environments.

6 2. Testing

7 Defendants shall provide COVID-19 tests to all: (a) newly booked individuals
8 within 48 hours of booking and again after ten (10) days of incarceration in the Jail;
9 (b) individuals at least forty-eight (48) hours prior to release from custody; (c) individuals
10 housed in a pod or housing unit who have had recent contact with an individual suspected
11 of having COVID-19 (the “index patient”); and (d) individuals who are placed in an
12 “orange” housing unit from another housing area within the Jail due to their vulnerability
13 to serious illness from COVID-19, for as long as this measure is recommended by public
14 health authorities for correctional environments.

15 Defendants shall also provide for additional opportunities to complete a test to
16 individuals who initially refuse testing.

17 3. Intake Procedures

18 Defendants shall: (a) screen newly booked individuals for COVID-19 symptoms,
19 potential contact with COVID-19 positive individuals, and any conditions that make them
20 medically vulnerable to COVID-19, as defined by the most recent CDC guidance and as
21 may be modified by ACPHD, before they are brought inside the Jail facility; (b) separate
22 individuals who have COVID-19 symptoms or potential contact with COVID-19 positive
23 individuals from individuals who have conditions that make them medically vulnerable to
24 COVID-19 as defined by the Outbreak Control Plan, and as may be modified by ACPHD;
25 and (c) quarantine newly booked individuals for at least fourteen (14) days, for as long as
26 these measures are recommended by public health authorities for correctional
27 environments.
28

1 **4. Medical Isolation and Quarantine**

2 Defendants shall: (a) house persons who test positive for COVID-19, or who are
3 showing symptoms of COVID-19 in non-punitive Medical Isolation; (b) quarantine
4 incarcerated individuals housed in a pod or housing unit who have had recent contact with
5 an individual suspected of having COVID-19 (the “index patient”) for fourteen (14) days
6 in non-punitive quarantine or until testing comes back negative on the index patient; and
7 (c) quarantine incarcerated individuals in non-punitive quarantine who have had contact
8 with known COVID-19 cases for fourteen (14) days, for as long as these measures are
9 recommended by public health authorities for correctional environments.

10 **5. Miscellaneous**

11 Defendants shall also take the following measures, for as long as these measures are
12 recommended by public health authorities for correctional environments:

- 13 (i) Provide for temperature and symptom screens for Staff, contractors, and
14 visitors, based on the most recent CDC recommendations and as may be
15 modified by the State and/or ACPHD, to be performed before they are allowed
to enter the Jail.
- 16 (ii) Prohibit Staff, contractors, or visitors displaying symptoms or who have had
17 contact, or who have disclosed close contact with confirmed COVID-19 cases,
18 inside or outside of the Jail, from entering the Jail for a period of time to be
determined based on the most recent CDC guidelines and as may be modified
by ACPHD.
- 19 (iii) Provide for housing of medically vulnerable individuals in a manner that limits
20 the risk of COVID-19 spread to these individuals to the extent possible.
- 21 (iv) Provide for the safe transportation of individuals to and from the Jail to prevent
22 the spread of COVID-19 to the extent reasonably possible. Incarcerated
23 persons who are positive for COVID-19 or display symptoms of COVID-19
24 shall not make in-person or video court appearances. Incarcerated persons who
25 claim contact with a person with known or suspected COVID-19, with high risk
26 travel history, or are otherwise in quarantine status shall be prevented from
making in-person court appearances until they are no longer on quarantine
status. Precautions shall be taken to mitigate the spread of COVID-19 during
all video-court appearances, including masking, social distancing, and cleaning
of the area before and after such appearances.
- 27 (v) Provide incarcerated persons with educational materials regarding COVID-19
28 and the Jail’s policies to limit the spread of COVID-19 including policies

1 regarding Quarantine, Medical Isolation, laundry replacement, mask
2 replacement, and distribution of cleaning supplies in Spanish, English, Korean,
3 Tagalog, Mandarin, Cantonese, Vietnamese, and alternative formats as needed
for individuals with disabilities.

4 (vi) Track and record: (1) all individual COVID-19 cases and the units under
5 Quarantine as soon as they are identified; (2) all Staff and contractor COVID-
6 19 cases; (3) all detainees who have been exposed to COVID-19, if possible;
7 (4) all hospitalizations for COVID-19 and/or complications caused by COVID-
8 19; and (5) all deaths from COVID-19.

9 (vii) Maintain the public facing COVID-19 webpage on the ACSO website,
10 including continuing the practice of daily updates of case numbers and other
11 relevant information that is currently reflected on the ACSO website, for the
12 duration of the pandemic.

13 Defendants shall continue to offer vaccinations to all incarcerated persons and staff
14 on a regular basis, consistent with CDPH and ACPHD public requirements and guidance
15 and shall continue to provide education and take other necessary steps to encourage
16 vaccinations.

17 Notwithstanding the above, nothing prohibits Defendants from taking additional
18 steps above and beyond those listed herein to address the spread of COVID-19, or from
19 modifying their response consistent with local, State, and/or Federal public health
20 guidance. Defendants shall continue to comply with the Outbreak Control Plan for the
21 duration of the pandemic, and consistent with guidance from ACPHD.

22 **B. Custody and Mental Health Staffing**

23 Defendants shall maintain sufficient mental health and custody staff to meet the
24 requirements of this Consent Decree, including maintaining sufficient mental health
25 clinical staffing to provide for adequate 24-hour coverage, seven days a week, and
26 sufficient custodial staff to ensure that programing, recreation, transportation and
27 movement, out-of-cell and outdoor time and all other jail functions can proceed safely. To
28 the extent possible, Custody staff assigned to positions where mental health training is
required, including staff assigned to the Therapeutic Housing Units, shall be strongly
encouraged to serve in these roles for at least three years to provide for consistency and to
maximize the benefit of the training and expertise of the staff assigned to these areas.

1 and expertise of the Custody staff assigned to this unit. The BHAT shall directly work
2 with AFBH to facilitate: (a) clinical interactions in individual and group settings, (b) assist
3 in facilitating evaluations in the Intake, Transfer, and Release Unit, and (c) group
4 programs. Deputies assigned to the BHAT shall be provided with comprehensive Crisis
5 Intervention/Behavioral Health training developed in coordination with AFBH regarding
6 working with Behavioral Health Clients, including training on de-escalation techniques,
7 problem solving, and particular issues that may be raised when interacting with Behavioral
8 Health Clients. The duration and topics for the training shall be mutually agreed upon by
9 the Parties within sixty (60) days of the Effective Date of the Consent Decree and may be
10 combined with the trainings of all Staff to be conducted pursuant to Section IV(A).
11 Deputies assigned to the BHAT will complete this training prior to beginning their BHAT
12 assignment. Current BHAT deputies shall further receive an annual refresher training on
13 the topics, the duration of which shall be mutually agreed upon by the Parties within sixty
14 (60) days of the Effective Date.

15 ACSO also maintains a team of deputies who are assigned to the clinics (“Clinic
16 Deputies”) to transport incarcerated persons between the housing units and the clinic for
17 medical, dental, and some behavioral health appointments. Further, within six (6) months
18 of the Effective Date, ACSO shall develop a team of five (5) deputies per shift who shall
19 be responsible for emergency, medical, and other off-base transportation for inmates on an
20 as-needed basis (“Emergency Health Care Access Team”). These deputies shall receive
21 training regarding interacting with Behavioral Health Clients.

22 2. Mental Health Staffing

23 The Parties agree that staffing for mental health services must be increased. The
24 Board of Supervisors has authorized AFBH to hire an additional one hundred seven
25 (107) employees for the Jail over three (3) fiscal years. Pursuant to this authorization,
26 AFBH intends to hire an additional twenty-seven (27) positions for fiscal year (FY) 2020-
27 2021, an additional forty-two (42) positions for FY 2021-2022, and an additional thirty-
28 eight (38) AFBH positions for a total number of one hundred sixty-one (161) authorized

1 positions by FY 2022-2023. AFBH has also created a new Forensic and Diversion
2 Services Director (Forensic Director) position. The Forensic Director position is a system-
3 level director position overseeing all services in detention centers and forensic outpatient
4 programs. In this role, the Forensic Director shall be the overall leader of AFBH personnel
5 and mental health contractors at the Jail.

6 Defendants shall ensure that any third-party mental health providers are trained in
7 all aspects of pertinent AFBH policies and procedures including those outlined by this
8 Consent Decree and shall oversee and monitor third-party vendor services. Third-party
9 vendors shall provide clinically appropriate services and shall maximize confidentiality.

10 To the extent that Defendants provide telehealth mental health services, meaning
11 the use of electronic information and telecommunications technologies to support long-
12 distance clinical health care, including telepsychiatry, Defendants shall ensure effective
13 communication. Defendants shall also ensure that incarcerated persons are provided
14 maximum confidentiality in interactions with telepsychiatry providers, but it is understood
15 that custody staff may need to observe the interaction to ensure safety and security. In
16 such circumstances, custody staff will stand at the greatest distance possible while
17 ensuring safety and security. Defendants shall continue to provide Behavioral Health
18 Clients with access to on-site, in-person clinically appropriate services and any use of
19 telehealth services shall be overseen and supported by on-site AFBH staff.

20 C. Classification and Use of Restrictive Housing

21 Defendants shall implement a new classification system, based upon the findings
22 and recommendations contained in Dr. Austin's expert report (Dkt. 111), within three
23 (3) months of the Effective Date. The new classification system shall be approved by
24 Dr. Austin prior to implementation. To the extent COVID-19 related measures require an
25 individual to be temporarily housed in a more restrictive setting, such as a celled setting
26 instead of a dorm for Medical Isolation or Quarantine purposes, they shall be returned to
27 housing commensurate with their classification level as soon as deemed medically
28 appropriate. This system shall, at minimum, incorporate and/or include the concepts,

1 processes, and/or procedures listed below.

- 2 (i) All initial classification interviews at intake shall include a face-to-face, in-
3 person, interview with the incarcerated individual in addition to review of any
4 relevant documents.
- 5 (ii) Development and implementation of new policies regarding classification,
6 including replacing the prior scoring system with an updated additive point
7 system that mirrors the National Institute of Corrections Objective Jail
8 Classification system, and which requires a classification review including a
9 face-to-face interview of all General Population Inmates in Medium or
10 Maximum settings every sixty (60) days. If it appears an inmate in a Minimum
11 General Population setting may be placed in a higher classification, a face-to-
12 face interview shall be conducted.
- 13 (iii) Individuals will either be assigned to the General Population or to
14 Administrative Housing, which includes: Protective Custody, Incompatible
15 Gang Members, Restrictive Housing, Therapeutic Housing, or the Medical
16 Infirmary. Regardless of their population assignment, all incarcerated persons
17 will also be assigned a custody level (Minimum, Medium or Maximum) as
18 determined by either the initial or reclassification process.
- 19 (iv) Development and implementation of a formal process for the admission, review
20 and release of individuals to and from Administrative Housing, including
21 sufficient due process and transparency to provide the incarcerated person with
22 a written basis for the admission within seventy-two (72) hours, explanation of
23 the process for appealing placement in the unit, conditions of confinement in
24 the unit, an ongoing 30-day review process, and the basis for release to the
25 general population.
- 26 (v) The formal process for admission to and discharge from the Restrictive
27 Housing units shall require the development and implementation of a
28 Restrictive Housing Committee (“RHC”) that shall approve all placements.
The RHC shall be chaired by a sergeant or higher from the Classification Unit
and include an AFBH representative at the supervisory level or higher and an
ACSO representative from outside the Classification Unit at the sergeant level
or higher.
- (vi) Individuals shall not be placed in Restrictive Housing unless they are referred to
the RHC for review. Individuals may be referred based on the following
circumstances: (1) recent assaultive behavior resulting in serious injury;
(2) recent assaultive behavior involving use of a weapon; (3) repeated patterns
of assaultive behavior (such as gassing); (4) where they pose a high escape risk;
or (5) repeatedly threatening to assault other incarcerated persons or Staff. All
referrals shall clearly document the reason for the referral in the form attached
to this Consent Decree as **Exhibit B**. Incarcerated individuals shall not be
referred to Restrictive Housing for rule violations beyond the five categories
enumerated herein.

- 1 (vii) After receiving a referral, the RHC shall conduct a formal review within seven
2 (7) calendar days to assess whether the individual meets the above criteria for
3 placement in restrictive housing. The RHC shall base this review on a face-to-
4 face interview with the incarcerated individual and a review of relevant
5 documents including any documents provided by the incarcerated person in
6 response to the referral. Incarcerated individuals can request an opportunity to
7 have witnesses heard regarding factual disputes in response to the referral, to be
8 permitted at the RHC's discretion. If the RHC determines, based on this
9 review, that the incarcerated individual meets the criteria for restrictive housing,
10 they will assign the individual for placement in Restrictive Housing Step 1 or
11 Restrictive Housing Step 2 as appropriate.
- 12 (viii) The RHC shall meet at least weekly to review referrals, conduct scheduled
13 reviews of individual placements as outlined in Section III(D)(1) (Out-of-Cell
14 Time Section), and, in their discretion, review any requests for re-evaluation
15 received from incarcerated individuals currently in Restrictive Housing. The
16 RHC shall document these meetings in written notes including how many
17 requests and/or referrals were reviewed, how many individuals were admitted
18 to, released from, or moved between Steps in the Restrictive Housing Settings,
19 and the reasons for the RHC's decisions as to each.
- 20 (ix) Individuals shall be moved from Step 1 to Step 2, and from Step 2 to General
21 Population, based on clearly outlined, written criteria to include an absence of
22 serious assaultive behavior and no major disciplinary reports during the period
23 of placement immediately prior to the review. The presumption shall be that
24 individuals are to be released as quickly as possible back into General
25 Population, consistent with safety and security needs. The RHC has the
26 authority to release any individual at any time to a General Population setting or
27 to move an individual from Step 1 to Step 2 or Step 2 to Step 1 in accordance
28 with the policies and procedures, set forth herein.
- (x) Individuals with SMI shall not be placed in Restrictive Housing, Recreate
Alone Status ("Step 1") unless the criteria outlined in Section III(D)(1) has been
met and subject to the safeguards contained in that section.
- (xi) ACSO shall notify and consult with AFBH clinical staff, as appropriate, within
twenty-four (24) hours of placing any Behavioral Health Clients in Restrictive
Housing at which time AFBH shall assess the individual to determine whether
such placement is contraindicated due to mental health concerns. AFBH shall
offer to conduct this assessment in a confidential setting. This assessment shall
be documented and, if placement is contraindicated, ACSO shall work with
AFBH to identify and implement appropriate alternatives and/or mitigating
measures.
- (xii) Development and implementation of a formal process for the admission, review
and release of individuals to and from the Therapeutic Housing Units shall
include the development of a Therapeutic Housing Committee ("THC"). The
THC shall be chaired by an AFBH representative at the supervisory level or

- 1 higher, and further include a sergeant from the Classification Unit and an
2 ACSO representative from outside the Classification Unit at the sergeant level
or higher.
- 3 (xiii) Any Staff member may refer an individual to the THC for placement in a
4 Therapeutic Housing Unit. All referrals shall clearly document the reason for
5 the referral in writing. After receiving a referral, the THC shall conduct a
6 review to assess the individual's treatment needs and determine the appropriate
7 therapeutic interventions and placement. This review shall include a face-to-
8 face interview with the incarcerated individual and a review of relevant
9 documents. This review shall occur within seven (7) days of referral.
10 Individuals in crisis may be placed in an appropriate Therapeutic Housing Unit
11 pending the outcome of the review. Only the THC may admit or discharge
individuals to and from the Therapeutic Housing Units and shall do so based on
clearly articulated, written criteria. The presumption shall be that individuals
are to be released as quickly as possible back into General Population,
consistent with their mental health needs. The THC has the authority to release
any individual at any time to a General Population setting.
- 12 (xiv) Development and implementation of policies and procedures requiring the
13 Classification Unit to formally approve all intra- and inter- housing unit cell
transfers;
- 14 (xv) Development and implementation of policies and procedures regarding
15 continuation and discontinuation of protective custody status, including due
16 process for releasing incarcerated persons who do not meet the requirements for
protective custody status into general population units;
- 17 (xvi) Development and implementation of policies and procedures on double celling
18 that takes into consideration criminal history/sophistication, willingness to
19 accept a cellmate, size and age of the incarcerated persons in comparison to
20 each other and reason for placement and in which cell assignments must be
reviewed and approved by the Classification Unit with input from housing unit
staff.
- 21 (xvii) Development and implementation of step-down protocols for the Restrictive
22 Housing Units and Therapeutic Housing Units that begin integration and
23 increase programming opportunities with the goal to safely transition
incarcerated individuals to the least restrictive environment as quickly as
possible.
- 24 (xviii) Development and implementation of policies and procedures to ensure that
25 inmates with disabilities (including but not limited to SMI) are not over-
26 classified and housed out-of-level on account of their disability, including that
27 an individual's Psychiatric Disability shall not be considered as a basis for
28 classification decisions outside of the process for placing individuals in an
appropriate Therapeutic Housing Unit consistent with their underlying
classification level.

- 1 (xix) Implementation of a system to produce reports: (1) of class members with SMI
2 who have a known release date within the next 12-36 hours for use in discharge
3 planning and (2) regarding lengths of stay for class members in restrictive
4 housing, particularly with respect to class members with SMI.
- 4 (xx) The RHC shall review reports regarding length of stay on a quarterly basis to
5 identify: (1) any individuals who have been in Restrictive Housing for thirty
6 (30) days or longer and (2) any patterns regarding class members' placement
7 and/or discharge. Defendants shall take any corrective actions needed,
8 including revising policies and looking into individuals' cases to identify
9 interventions aimed at reducing their length of stay in Restrictive Housing.
10 Individuals who have been in Restrictive Housing for more than ninety
11 (90) days shall have their placement reviewed by an AFBH manager and by the
12 ACSO Classification Lieutenant or higher.
- 10 (xxi) Appropriate due process in classification decisions as well as oversight
11 including methods for individuals to grieve and/or otherwise appeal
12 classification-related decisions. This shall include the ability to appeal
13 classification decisions directly to the Classification Supervisor on the basis of
14 lack of due process, for example failure to conduct a required face-to-face
15 interview, or based on factual error such as the use of incorrect information
16 regarding the individual's identity, charges, gang affiliation, and/or correctional
17 history, or other errors. The Classification Supervisor shall respond within
18 seven (7) days from receiving the appeal and shall correct any factual errors
19 and/or request additional information as appropriate.
- 16 (xxii) Training for custody staff on the new classification system and policies listed
20 above as outlined in Section IV(A).

D. Provision of Programming, Recreation and Out of Cell Time

1. Out of Cell Time

20 Defendants have agreed to implement a new classification system, as outlined in
21 Section III(C). This new classification system is designed to produce two objective
22 classification decisions that will guide the housing of each incarcerated person: (1) custody
23 level (Minimum, Medium, and Maximum), and (2) population assignment (e.g., General
24 Population, Incompatible Gang Member, Protective Custody, Behavioral Health, Medical,
25 or Administrative Separation).

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27 ///

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1 Based on the implementation of this new classification system, the Parties agree to
2 the following minimum out-of-cell times³:

3 (a) **Restrictive Housing, Recreate Alone Status (“Step 1”):**

- 4 (i) This is the most restrictive designation. Individuals with SMI⁴ should not be
5 placed in Step 1 except where: (1) the individual presents with such an
6 immediate and serious danger that there is no reasonable alternative as
7 determined by a Classification sergeant using the following criteria; whether the
8 individual committed an assaultive act against someone within the past seventy-
9 two (72) hours or whether the individual is threatening to imminently commit
10 an assaultive act; and (2) a Qualified Mental Health Professional determines
11 that: (a) such placement is not contraindicated, (b) the individual is not a suicide
12 risk, and (c) the individual does not have active psychotic symptoms. **If an
13 incarcerated person with SMI placed in Step 1 suffers a deterioration in their
14 mental health, engages in self-harm, or develops a heightened risk of suicide, or
15 if the individual develops signs or symptoms of SMI that had not previously
16 been identified, the individual will be referred for appropriate assessment from
17 a Qualified Mental Health Professional within twenty-four (24) hours, who
18 shall recommend appropriate housing and treatment. The Qualified Mental
19 Health Professional will work with Classification to identify appropriate
20 alternate housing if deemed necessary, and document the clinical reasons for
21 the move and the individual’s treatment needs going forward. Classification
22 shall ensure that the person is moved promptly and document the move.**
- 23 (ii) Individuals who are on “Recreate Alone” status (meaning they cannot recreate
24 with other inmates) shall be offered at least fourteen (14) hours per week of out-
25 of-cell time, which shall include at least some amount of Structured Time, as
26 set forth below. **ACSO shall use best efforts to offer individuals two (2) hours
27 of out-of-cell time per day.**
- 28 (iii) Defendants shall use best efforts to provide at least five (5) hours per week of
Structured Time (which includes therapeutic, educational, substance abuse,
self-help, religious or other structured programming), which will count towards
the total out-of-cell time. Inmates may participate in these programs in
handcuffs or other appropriate restraints only if necessary to ensure the safety
and security of the Jail. If ACSO is unable to meet this requirement, the Parties
agree to meet and confer regarding the reasons why and to examine methods of
increasing the amount of Structured Time.

3 These minimum out-of-cell time requirements apply to all inmates unless specifically
contraindicated by a mental health treatment plan for suicide precautions. Out-of-cell time
minimums for the individuals housed in the Therapeutic Housing Units are addressed in
Section III(G)(6).

4 Inmates with SMI shall be housed in the least restrictive environment possible as
determined by a Qualified Mental Health Professional.

1 (iv) This population shall be evaluated within fourteen (14) days of placement in
 2 Step 1 for ability to return to general population or to transition to Step 2.
 3 Inmates retained in Step 1 following initial review will be evaluated no less
 4 than every thirty (30) days thereafter. Incarcerated persons with SMI placed in
 5 Step 1 for longer than thirty (30) days shall have their cases reviewed by the
 6 Classification Lieutenant and Assistant Director of AFBH, or their designee,
 7 weekly following the initial thirty (30) days. If continued placement on Step 1
 8 is approved by the Classification Lieutenant and Assistant Director of AFBH
 9 the reasons for doing so must be documented.

10 **(b) Restrictive Housing, Recreate Together Status (“Step 2”):**

11 (i) Individuals shall be offered at least twenty-one (21) hours per week of out-of-
 12 cell time, which shall include at least some amount of Structured Time, as set
 13 forth below. ACSO shall use best efforts to offer individuals three (3) hours of
 14 out of cell time per day.

15 (ii) If an incarcerated person with SMI placed in Step 2 suffers a deterioration in
 16 their mental health, engages in self-harm, or develops a heightened risk of
 17 suicide, or if the individual develops signs or symptoms of SMI that had not
 18 previously been identified, the individual will be referred for appropriate
 19 assessment from a Qualified Mental Health Professional, within twenty-four
 20 (24) hours, who shall recommend appropriate housing and treatment and shall
 21 provide the recommended treatment.

22 (iii) Defendants shall use best efforts to provide at least eleven (11) hours per week
 23 of Structured Time, which will count towards the total out-of-cell time.
 24 Incarcerated persons will participate in Structured Time programs in restraints
 25 if necessary to ensure the safety and security of the Jail. Incarcerated persons
 26 may participate in these programs in handcuffs or other appropriate restraints
 27 only if necessary to ensure the safety and security of the Jail. If ACSO is
 28 unable to meet this requirement, the Parties agree to meet and confer regarding
 the reasons why and to examine methods of increasing the amount of Structured
 Time.

(iv) Step 2 individuals who already received an initial review within fourteen
 (14) days (while in Step 1) shall be reevaluated for placement in the general
 population at least every thirty (30) days. Step 2 individuals who have not
 received an initial review shall receive an initial review within fourteen
 (14) days of placement in Step 2.

(c) General Population – Celled Housing⁵:

(i) Individuals shall be offered at least twenty-eight (28) hours per week of out of

⁵ These minimums apply to individuals housed in celled settings, individuals housed in
 dormitory settings will receive additional recreational time and Defendants will make best
 efforts to ensure individuals in all housing settings receive the maximum amount of out-of-
 cell time to the extent possible.

1 cell time, which shall include at least some amount of Structured Time, as set
2 forth below. ACSO shall use best efforts to offer individuals four (4) hours of
out of cell time per day.

- 3 (ii) Defendants shall use best efforts to provide at least fourteen (14) hours per
4 week of Structured Time, which will count towards the total out-of-cell time. If
5 ACSO is unable to meet this requirement, the Parties agree to meet and confer
6 regarding the reasons why and to examine methods of increasing the amount of
Structured Time.

7 The above minimum out-of-cell times for individuals placed in Step 1 and Step 2
8 may not be fully achievable until reconfiguration of the Recreation Space (defined to
9 include all outdoor recreation spaces and any interior space within the housing units that
10 will need to be modified to ensure the provision of out-of-cell time), described below in
11 subsection III(D)(2), is completed. Defendants agree to offer at least the following out-of-
12 cell time minimums for the first three months following the Effective Date: (1) seven
13 (7) hours of out-of-cell time, including structured and un-structured time to Restrictive
14 Housing inmates on Rec-Along status (Step 1) per week; and (2) fourteen (14) hours of
15 out-of-cell time, including structured and unstructured time to Restrictive Housing inmates
16 on Co-Recreation status (Step 2) per week.

17 Beginning on the fourth month after the Effective Date, Defendants agree to offer
18 the following out-of-cell time minimums: (1) ten (10) hours of out-of-cell time, including
19 structured and un-structured time to Restrictive Housing inmates on Rec-Along status
20 (Step 1) per week; and (2) seventeen (17) hours of out-of-cell time, including structured
21 and unstructured time to Restrictive Housing inmates on Co-Recreation status (Step 2) per
22 week.

23 If at any time during the interim period ACSO is unable to meet the above-listed
24 out-of-cell minimums, the Parties agree to meet and confer regarding the reasons why and
25 to examine methods of increasing the amount of out-of-cell time. Defendants will make
26 best efforts to offer out-of-cell time on a daily basis during the interim period.

27 The Parties agree to meet and confer to discuss any challenges Defendants face in
28 reaching these minimum requirements, as well as Defendants' ability to increase these

1 minimum requirements as reconfiguration proceeds. Defendants will endeavor to provide
2 additional out-of-cell time to the extent feasible prior to the completion of reconfiguration,
3 including by implementing restorative justice practices in an effort to increase the numbers
4 of individuals who can recreate together consistent with the Jail's classification system.

5 Reconfiguration of all Recreation Spaces shall be completed no later than twenty-
6 four (24) months from the Effective Date. The Parties agree to meet and confer within
7 three (3) months of the Effective Date regarding interim timelines for completion of the
8 following: (1) Installation of custody-grade security desks in Step 1 Housing Unit day
9 rooms; (2) Reconfiguration of Quasi-Yard space, including in Step 1 and Step 2 Housing
10 Units; (3) Creation of outdoor recreation space; and (4) any other reconfiguration projects
11 necessary to effectuate the terms of this Consent Decree.

12 Individuals engaged in Out-of-Cell Activities, including, but not limited to, pod
13 time, structured and unstructured time (including all out-of-cell programming), education,
14 work, vocational training, and yard time (including quasi yard time), shall be provided
15 reasonable access to bathroom facilities as needed.

16 All newly-booked inmates who are quarantined for COVID-19 and who test
17 negative for COVID-19 on their first test (administered within the first forty-eight
18 (48) hours upon intake), shall also be offered the maximum amount of out-of-cell time
19 consistent with evolving public health guidance to shower and exercise. Inmates in
20 COVID-19 intake quarantine will also be provided with tablets as soon as possible⁶ upon
21 placement in an intake quarantine housing unit to make phone calls and access educational
22 materials, entertainment applications, therapeutic tools, and other Jail resources. Out-of-
23 cell time in the intake quarantine units may be curtailed for inmates who refuse to comply
24 with COVID-19 protocols imposed by public health in these units.

25
26
27 ⁶ Incarcerated persons arriving before 8:00 p.m. will receive a tablet as soon as practicable,
28 but in any event, that same day. Incarcerated persons arriving in an intake quarantine
housing unit after 8:00 p.m. will receive a tablet the following day at 8:00 a.m. when
tablets are distributed to the unit for the day.

1 These minimum requirements for out-of-cell time are subject to exceptions
2 including, but not limited to, disturbances that require staffing to be re-directed to other
3 areas of the Jail on an emergency and temporary basis, healthcare emergencies, natural
4 disasters, and any other emergencies that restrict movement and out-of-cell time of inmates
5 to preserve the safety and security of inmates and staff. Any limits on out-of-cell time due
6 to the aforementioned exceptions shall be documented (to include the reason and length of
7 the time limit), and the limits will last only as long as necessary to address the underlying
8 reason for the exception and shall be approved and reviewed by the Watch Commander.
9 Individuals in Restrictive Housing who are unable to safely participate in out-of-cell time
10 because they are violent, combative, and/or assaultive are not subject to the minimum out-
11 of-cell time requirements described in this section for such period of time as they are
12 determined to be unsafe outside of their cell. This determination shall be documented and
13 approved by the Restrictive Housing Committee and shall be revisited on a weekly basis.
14 Individuals engaged in Out-of-Cell Activities, including, but not limited to, pod time,
15 structured and unstructured time (including all out-of-cell programming), education, work,
16 vocational training, and yard time (including quasi yard time), shall be provided reasonable
17 access to bathroom facilities as needed.

18 In order to properly track out-of-cell time, Defendants shall replace the prior
19 practice of using paper logs with an electronic information technology system to allow for
20 comprehensive tracking of out-of-cell time and refusals within twelve (12) months of the
21 Effective Date. In the interim, Defendants shall develop and implement a process for
22 tracking out-of-cell time in the restrictive housing units including a paper for each person
23 incarcerated on the unit showing out-of-cell time including program hours, showers,
24 dayroom, outdoor recreation times, and visiting for a period of no less than one week at a
25 time. These logs, and the information technology system once implemented, are intended
26 to assist ACSO and AFBH Staff in evaluating socialization needs and identifying persons
27 who are isolating or at risk of mental health decompensation. ACSO Supervisors shall
28 also review programming and out-of-cell logs in the administrative separation units and

1 any other Restrictive Housing Units and Therapeutic Housing Units to determine whether
2 any incarcerated persons are not being afforded out-of-cell time opportunities pursuant to
3 policy or whether routine refusals are occurring. Defendants shall further update their
4 policies and training to include a requirement that staff must attempt more than once to
5 meaningfully communicate the importance of out-of-cell time where individuals initially
6 refuse to come out of their cells.

7 Defendants shall also develop and implement policies requiring ACSO Staff to
8 notify supervisors and AFBH Staff when incarcerated persons are, on a repeated basis,
9 refusing to come out of their cells, refusing to shower, or are clearly neglecting other basic
10 care and grooming and where they visually appear to be depressed, withdrawn or
11 delusional. Once notified, AFBH Staff shall follow-up with the incarcerated person within
12 twenty-four (24) hours of receiving the initial notification or change in status. Defendants
13 shall also ensure there is sufficient supervisory presence in all housing units and that
14 supervisors play a pronounced role in monitoring out-of-cell and program activities and are
15 visibly present in the units.

16 **2. Outdoor Recreation**

17 Defendants shall provide Class Counsel their plan to reconfigure the Recreation
18 Space within six (6) months of the Effective Date and meet and confer with Class Counsel
19 regarding the plan and any additional methods of expediting construction and/or
20 maximizing out-of-cell time in the interim, in accordance with the terms of this Consent
21 Decree. The plan shall include a timeline for reconfiguring the large yard within twenty-
22 four (24) months of the Effective Date. Due to the urgency of reconfiguring the
23 Recreation Space, the County shall take all steps necessary to expedite all planning and
24 construction activities. Reconfiguration of the Recreation Space shall include, but not be
25 limited to, dividing Recreation Space to allow for multiple inmates to recreate
26 simultaneously, increasing lighting for evening recreation, and using recreational therapists
27 or other clinicians for Behavioral Health Clients. In the absence of conditions that would
28 preclude outdoor access, including, but not limited to, severe or unsafe inclement weather,

1 disturbances (as defined above), healthcare emergencies, natural disasters, and any other
2 emergencies that restrict movement and out-of-cell time of inmates to preserve the safety
3 and security of inmates and staff, all incarcerated persons shall be provided access to
4 outdoor recreation. Any limits on out-of-cell time due the aforementioned exceptions will
5 last only as long as necessary to address the underlying reason for the exception and shall
6 be documented and approved by the Watch Commander.

7 Outdoor recreation time is included within the minimum amount of out-of-cell time
8 listed above. Defendants shall implement policies and procedures to ensure that outdoor
9 recreation time is maximized to the extent feasible for all people including those in
10 restrictive housing.

11 3. Programming

12 Defendants shall provide programming within the facility consistent with
13 classification level, including providing access to the Sandy Turner Education Center and
14 Transition Center services for Behavioral Health Clients, as a means of suicide/self-harm
15 prevention and in order to provide equal access to incarcerated persons with disabilities.
16 AFBH will designate an individual to coordinate identification and implementation of
17 internal and external group resources and partnerships. In evaluating current and future
18 programming and work opportunities for incarcerated persons, Defendants shall evaluate
19 worker assignments for incarcerated individuals to determine whether additional work
20 opportunities could be created to assist with facility improvements and programming, such
21 as creating programs for deep cleaning, student tutor/merit masters, and access to program
22 support aides. Defendants shall further establish a daily tracking system for programs
23 provided and incarcerated individuals who attended.

24 When appropriate and consistent with individual clinical input, Behavioral Health
25 Clients shall have equal access and opportunity to participate in jail programming, work
26 opportunities, and education programming for which they are qualified. Similarly,
27 Behavioral Health Clients shall further receive, at minimum, privileges consistent with
28 their classification level regardless of where they are housed. Defendants shall review and

1 update any policies and practices related to program eligibility to maximize the number of
2 persons eligible for programming. Defendants shall consult with various inmate services
3 providers, including educational providers, faith-based providers, and mental health
4 providers, to evaluate and expand program offerings throughout the Jail. ACBH, including
5 AFBH, shall continue to cooperate with the Alameda County Behavioral Mental Health
6 Court and to seek options for alternatives to custody through community-based
7 organizations and treatment providers.

8 Defendants shall ensure there is adequate space for program offerings including
9 evaluating whether additional classroom capacity can be created through modular
10 construction or other means, such as relocating administrative space.

11 **E. Use of Force and Disciplinary Measures**

12 **1. Use of Force**

13 Defendants shall work with the agreed-upon joint subject matter expert, as
14 discussed in Section IV(A), to develop and implement an updated written use-of-force
15 policy, and any necessary forms as well as associated training materials, for those persons
16 incarcerated at the Jail, within six (6) months of the Effective Date . The updated use-of-
17 force policy shall address the issues identified in the McDonald expert report for all uses of
18 force both planned and un-planned. Under that policy, use of force shall only be
19 authorized in the type, amount, manner, and circumstances authorized by that policy.
20 When force must be used, ACSO staff shall only use that amount of force that is
21 objectively reasonable and appears necessary to control the situation or stop the threat, and
22 the force must be in the service of a legitimate correctional objective. Staff shall be trained
23 on any and all updated policies and forms as detailed in Section IV(A) and Defendants
24 shall consult with joint expert Terri McDonald on the content and provider of de-escalation
25 training to address and reduce ACSO staff using force, to include striking and kneeling
26 during use-of-force scenarios at the Jail.

27 The use-of-force policy shall include at least the following components: (1) reiterate
28 supervisory and managerial responsibility to address tactical mistakes or unnecessary or

1 excessive force in a steadfast and unapologetic manner; (2) require consistent use of the
2 ACSO Personnel Early Intervention System (“PEIS”), which has the capability to track use
3 of force and prevalence rates as one of the metrics evaluated in a use of force review;
4 (3) require clinical engagement by AFBH where appropriate in developing behavior plans
5 with incarcerated individuals who are engaged in multiple force incidents; (4) be clear that
6 incarcerated individuals shall not be hit on the head or face nor kneed or kicked absent
7 extenuating circumstances where there is a deadly threat or assaultive behavior, defined
8 consistent with Section 240 of the California Penal Code as intent coupled with the present
9 ability to inflict violent injury; (5) address the pre-planned use of force on individuals with
10 known Psychiatric Disabilities, including coordinating with AFBH on de-escalation
11 measures, such as use of cooling down periods or other appropriate methods, to avoid or
12 otherwise limit the use of force as much as possible; and (6) training on best practices for
13 staff who conduct use of force reviews.

14 Defendants shall ensure AFBH clinical staff is present in advance of all pre-planned
15 use-of-force incidents so that they may attempt to de-escalate the situation. Defendants
16 shall document all de-escalation attempts. To the extent possible, AFBH staff shall not be
17 present during the actual use of force, in accordance with their MOU.

18 Defendants shall further: (a) ensure there is supervisory review of all use-of-force
19 incidents; (b) develop an independent custodial use-of-force review team within the
20 Compliance Unit to identify and address systems and training issues for continuous quality
21 improvement to include de-escalation techniques; (c) work with ACSO Support Services
22 to regularly review the use-of-force policy with respect to the circumstances when less
23 lethal impact weapons are warranted and to determine when chemical agents may be used
24 in cell extractions; and (d) ensure fixed cameras are placed throughout the Jail for security
25 and monitoring purposes with priority for cameras to be placed in intake areas and areas
26 with highest prevalence of force.

27 Defendants shall also evaluate all policies and training associated with every use-of-
28 force review to determine if updates or revisions are necessary as a result of those reviews

1 and shall ensure the documentation process for use-of-force review reflects that a review
2 of polices and training has occurred. Defendants agree to maintain adequate resources to
3 ensure appropriate independent use of force reviews, training, and auditing to comply with
4 the terms of this Consent Decree.

5 2. **Restraint Devices**

6 Restraint Devices shall be applied for only the amount of time reasonably necessary
7 and shall never be applied as a punishment or as a substitute for treatment. Defendants
8 have discontinued the use of WRAP devices at the Jail and shall not resume their use at the
9 Jail.

10 AFBH and medical staff shall be alerted any time a restraint log is initiated for a
11 Behavioral Health Client. Once notified, medical staff shall review the individual's health
12 record and provide an opinion on placement and retention in the Restraint Device. A
13 Qualified Mental Health Professional shall conduct an assessment, as soon as practicable,
14 but in any event within four (4) hours of initiation of the restraint log.

15 Defendants shall develop, in consultation with the Joint Expert(s) and as discussed
16 in Section IV(A), policies, procedures, and training regarding the appropriate use of other
17 Restraint Devices, including appropriate medical monitoring, provision of fluids, restroom
18 breaks, and guidelines for release from restraints. Defendants shall provide such training
19 within six (6) months of the Effective Date, and shall provide recurring training on an
20 annual basis.

21 3. **Disciplinary Process**

22 Defendants' shall develop written policies and procedures, as set forth in
23 Section IV(A), which shall require meaningful consideration of the relationship between
24 the individuals' behavior and any mental health or intellectual disability, the efficacy of
25 disciplinary measures versus alternative measures that are designed to effectuate change in
26 behavior through clinical intervention, and the impact of disciplinary measures on the
27 health and well-being of prisoners with disabilities. The delivery of mental health
28 treatment shall not be withheld from Behavioral Health Clients due to Discipline.

1 Behavioral Health Clients shall also not be subject to Discipline for refusing treatment or
2 medications, engaging in self-injurious behavior, or threats of self-injurious behavior.

3 ACSO shall include Qualified Mental Health Professionals in the disciplinary
4 process relating to SMI clients. For Behavioral Health Clients who are not SMI, ACSO
5 shall notify a Qualified Mental Health Professional of the initiation of the disciplinary
6 process, including the basis for disciplinary action, and shall include a Qualified Mental
7 Health Professional as appropriate in the disciplinary process. Defendants shall develop a
8 form for Qualified Mental Health Professional to use that allows them to indicate:

9 (a) whether the reported behavior was related to mental illness or adaptive functioning
10 deficits, including whether the behavior was related to an act of self-harm; (b) any other
11 mitigating factors regarding the individual's behavior, disability, or circumstances that
12 should be considered; and (c) whether certain sanctions should be avoided due to the
13 individual's underlying disability and/or mental health needs. ACSO shall further ensure
14 recommendations regarding whether the mental health of the individual impacted their
15 actions are appropriately considered and proper interventions provided to Behavioral
16 Health Clients and avoid punishing Behavioral Health Clients for manifestations of their
17 disabilities. To the extent ACSO chooses to not follow the Qualified Mental Health
18 Professional's recommendations, ACSO shall document and explain in writing why the
19 recommendation was not followed.

20 Defendants shall limit the practice of seeking an opinion on the level of discipline
21 that should be assessed from the ACSO staff authoring the report. Defendants shall cease
22 the use of disciplinary diets in all cases other than food-related disciplinary cases.

23 Defendants' policies shall include timelines for disciplinary proceedings and the
24 imposition of Discipline. Placement in a higher classification, including placement to
25 Restrictive Housing, is governed by the classification process outlined in Section III(C).

26 F. Grievances

27 Defendants shall evaluate the tracking and metrics system for grievances to seek
28 formats that better inform management on timeliness, trends, problem areas, etc. Where

1 grievances are available for completion on tablets, incarcerated persons shall continue to
2 have the option of accessing paper forms, and the tablets shall allow individuals to submit
3 grievances without deputy assistance or approval. Defendants shall ensure supervisors are
4 conducting and documenting daily rounds in housing units to ensure access to grievance
5 systems, including that paper forms are readily available to incarcerated persons on their
6 housing unit or pod. Defendants shall also keep statistics regarding the kinds of grievances
7 filed, any corrective actions taken, and any staff issues that arise from this process. The
8 Compliance Captain shall report through the chain of command on any such systemic or
9 staff issue(s) promptly.

10 **G. Mental Healthcare**

11 Defendants shall work with the agreed-upon joint subject matter expert, as
12 discussed in Section IV(A), to develop and implement policies, procedures, and forms
13 required to implement the provisions contained herein. All Staff shall be trained on the
14 topics, as discussed in Section IV(A), including any modifications to policies and
15 procedures, described herein.

16 Consistent with the preceding paragraph Defendants shall implement revised
17 policies and procedures to ensure appropriate access to therapeutic and behavioral health
18 services throughout the Jail. These policies and procedures shall include the staffing,
19 establishing admission and discharge criteria, levels of care, and treatment plans and
20 services for all therapeutic housing unit(s) within six (6) months of the Effective Date,
21 including the current Behavioral Health Unit and any other units housing Behavioral
22 Health Clients designated as SMI, to ensure increased coordination between mental health
23 and custody staff.

24 Within three (3) months of the Effective Date, Defendants shall develop a plan to
25 implement Therapeutic Housing Unit(s) at the Jail, as set forth in Section III(G)(6). Final
26 implementation of the Therapeutic Housing Unit(s) shall be dependent upon completion of
27 reconfiguration of the units; however, Defendants shall implement the Therapeutic
28 Housing Unit(s) within one (1) year of the Effective Date.

1 During the interim period, individuals with SMI shall receive the therapeutic
2 services described in Sections III(F)(2), (3), and (4) as deemed clinically necessary for
3 their individual needs. Defendants shall also develop policies and procedures to provide
4 incarcerated persons appropriate access to therapeutic and behavioral health services
5 throughout the Jail. Defendants shall develop appropriate training to all custody staff
6 including staff assigned to any units where Behavioral Health Clients may be housed
7 regarding the needs of Behavioral Health Clients, mental health resources available at the
8 Jail, and how to assist Behavioral Health Clients in accessing such resources within six
9 (6) months of the Effective Date. Thereafter, Defendants shall implement the policies and
10 procedures, including providing appropriate training to all staff, consistent with
11 Section IV(A).

12 Mental health staff shall communicate with custody staff regarding the mental
13 health needs of Behavioral Health Clients on their housing unit where necessary to
14 coordinate care. Defendants shall develop and implement policies and procedures
15 governing coordination and sharing of information between mental health staff and
16 custody staff in a manner that respects the confidentiality rights of Behavioral Health
17 Clients to include standards and protocols to assure compliance with such policies.

18 **1. Intake**

19 Defendants shall take the following actions regarding mental healthcare at intake:

- 20 a. **Implement an appropriate standardized initial assessment tool to screen clients at**
21 **intake for mental health concerns.** This assessment shall include specific
22 screening for suicidality and potential for self-harm. At a minimum, the
23 screening for suicidality and potential self-harm shall include: (a) Review of
24 suicide risk notifications in relevant medical, mental health, and custody
25 records, including as to prior suicide attempts, self-harm, and/or mental health
26 needs; (b) Any prior suicidal ideation or attempts, self-harm, mental health
27 treatment including medication, and/or hospitalization; (c) Current suicidal
28 ideation, threat, or plan, or feelings of helplessness and/or hopelessness;


1 (d) Other relevant suicide risk factors, such as: (i) Recent significant loss (job,
2 relationship, death of family member/close friend); (ii) History of suicidal
3 behavior by family member/close friend; (iii) Upcoming court appearances; and
4 (e) Transporting officer's impressions about risk. The screening shall also
5 include the specific questions targeted towards individuals with co-occurring
6 mental health and substance abuse disorders, including: (1) substance(s) or
7 medication(s) used, including the amount, time of last use, and history of use;
8 (2) any physical observations, such as shaking, seizing, or hallucinating;
9 (3) history of drug withdrawal symptoms, such as agitation, tremors, seizures,
10 hallucinations, or delirium tremens; and (4) any history or serious risk of
11 delirium, depression, mania, or psychosis.

12 b. An "Emergent" mental health condition requires immediate assessment and
13 treatment by a Qualified Mental Health Professional in a safe therapeutic setting
14 to avoid serious harm. Individuals requiring "Emergent" mental health
15 treatment include: individuals who report any suicidal ideation or intent, or who
16 attempt to harm themselves; individuals about whom the transporting officer
17 reports a threat or attempt to harm themselves; or individuals who are at
18 imminent risk of harming themselves or others; individuals who have severely
19 decompensated; or individuals who appear disorientated or confused and who
20 are unable to respond to basic requests or give basic information. Individuals
21 identified as in crisis or otherwise having Emergent mental health concerns shall
22 be seen as soon as possible by a Qualified Mental Health Professional, but no
23 longer than within four (4) hours of referral.

24 c. An "Urgent" mental health condition requires assessment and treatment by a
25 Qualified Mental Health Provider in a safe therapeutic setting. Individuals
26 requiring "Urgent" mental health treatment include: individuals displaying signs
27 and symptoms of acute mental illness; individuals who are so psychotic that they
28 are at imminent risk of severe decompensation; or individuals who have

1 attempted suicide or report suicidal ideation or plan within the past thirty
2 (30) days. Individuals identified as having Urgent concerns shall be seen by a
3 Qualified Mental Health Professional within twenty-four (24) hours of referral.

4 d. A “Routine” mental health condition requires assessment and treatment by a
5 Qualified Mental Health Professional in a safe therapeutic setting. Individuals
6 requiring “Routine” mental health treatment include individuals who do not
7 meet criteria for Urgent or Emergent referral. Individuals identified as having
8 Routine concerns shall be seen by a Qualified Mental Health Professional within
9 five (5) business days or seven (7) calendar days of referral.

10 e. Following intake, individuals who request mental health services or who are
11 otherwise referred by Staff for mental health services whose concerns are not
12 Emergent or Urgent shall be seen by a Qualified Mental Health Professional
13  within fourteen (14) days of the request or referral. Individuals who present
14 with Emergent or Urgent concerns post-intake shall be assessed and seen in
15 accordance with the timelines set forth above.


16 f. This initial mental health screening shall be conducted by a Qualified Mental
17 Health Professional in a confidential setting. The Jail shall ensure that the initial
18 mental health screening is completed within four (4) hours of admission, or as
19 soon as practicable if there are a large number of incarcerated persons being
20 processed through intake or if there is a serious disturbance or other emergency
21 within the Jail that prevents AFBH from fulfilling this task. The screening shall
22 be documented and entered into AFBH’s electronic mental health records
23 system. AFBH shall promptly obtain copies of records from community-based
24 care provided through ACBH and request copies of records from other county-
25 contractors immediately following the individual’s admission to the Jail.

26 g. Develop and implement an intake database requirement to flag self-harm
27 incidents from prior incarcerations. This flag shall be entered by AFBH into
28 ACSO’s Jail Management System (ATIMS) and AFBH’s Clinician’s Gateway

1 System (or equivalents). This flag shall be used to identify patients who are
2 “high moderate or high risk” based upon an appropriate scoring protocol.

3 Individuals who engage in self-directed harm, either during arrest or while in
4 custody at SRJ, including in prior incarcerations at SRJ, shall be referred by
5 either ACSO, AFBH, or Wellpath, for evaluation and scoring. The flag shall
6 incorporate a modifier to indicate the level of risk which shall only be visible
7 within the Clinician’s Gateway System. The flag shall be used to ensure that
8 AFBH, ACSO, and Wellpath are all aware of the occurrence of higher risk
9 behaviors so appropriate interventions can be made. The flag shall also be
10 historical so that when an individual leaves and returns to custody, the flag shall
11 auto-populate in all relevant systems to ensure the patient is evaluated as soon as
12 possible and to mitigate risk for additional self-harm. Once the flag is
13 implemented, ACSO and AFBH shall work together to conduct appropriate
14 training for relevant staff members.

- 15 h. Develop and implement a new alert system (computerized or otherwise) to
16 advise the Intake, Transfer and Release Lieutenant (or Watch Commander, when
17 the Intake, Transfer and Release Lieutenant is unavailable or off duty) when a
18 person is held in the intake area for more than four (4) hours. Once alerted, the
19 notified lieutenant shall follow-up every ninety (90) minutes thereafter to ensure
20 the inmate is processed as expeditiously as possible. Defendants shall process
21 individuals through intake within eight (8) hours, except where it is impossible
22 due to mass arrests, serious disturbances, critical incidents, or other emergencies
23 that divert significant staffing resources, in accordance with the classification
24 system.
- 25 i. Develop and implement policies and procedures to provide for the timely
26 verification of medications within twenty-four (24) hours for newly arriving
27 inmates to prevent delays in medication continuity upon arrival to the facility.
- 28 j. Ensure that all mental health intake interviews and assessments conducted in

1 ITR shall occur in private and confidential spaces. Staff shall inform newly 
2 arriving individuals how to request mental health services. Upon completion of
3 the intake screening form staff shall refer individuals identified as having mental
4 health concerns for a follow-up assessment.

- 5 k. Prior to accepting custody of any arrestee, Jail personnel conduct a pre-booking
6 screening of all individuals while they are still in the custody of an arresting
7 officer to identify potentially urgent medical and/or emergent mental health
8 issues and are deferred to outside treatment when necessary including if
9 arrestees indicate they are suicidal. Arrestees who express suicidality during the
10 pre-booking screening shall be assessed to determine if they meet criteria under
11 Welfare and Institutions Code § 5150 (“Section 5150”). Individuals who meet
12 criteria under Section 5150 are deferred to psychiatric care and treatment and are
13 not admitted to the Jail. Subsequent admission to the Jail of individuals who
14 were deferred to outside medical or mental health treatment shall be predicated
15 upon obtaining clearance from a community hospital.
- 16 l. Defendants shall implement quality assurance policies and procedures that
17 provide for periodic audits of the intake screening process in accordance with
18 the standards set forth above.

19 2. Clinical and Psychiatric Care

20 Defendants shall take the following actions:

- 21 a. Conduct all mental health clinical and psychiatric encounters in confidential
22 settings, with consistent providers, and ensure such encounters are of
23 appropriate clinical duration. Cell-side check-ins are presumed to be
24 inappropriate for clinical encounters absent clinically appropriate extenuating
25 circumstances, such as when an inmate refuses to leave their cell. ACSO escort
26 staff shall be made available as necessary to ensure that clinical contacts occur
27 in confidential settings. Defendants shall also assess the current space available
28 for incarcerated persons housed in Step 1, Step 2, or Therapeutic Housing Units

1 located in Maximum custody units for clinical interviews and develop a plan for
2 increasing access to appropriate, private, spaces for clinical interviews within six
3 (6) months of the Effective Date. Individuals housed outside of these areas shall
4 continue to be seen confidentially, including in AFBH's clinical offices. In
5 addition to interim measures to address these issues, Defendants shall use best
6 efforts to construct and activate the Mental Health/Program Services Building
7 which will provide programming, medical and mental health treatment and
8 administrative space at SRJ.

- 9 b. Implement an electronic tracking system aimed at improving the process of
10 referring patients to mental health services and tracking the timeliness of said
11 referrals. This tracking system shall include alert and scheduling functions to
12 ensure timely delivery of mental health services.
- 13 c. Develop and implement a policy addressing timelines for the completion of
14 routine and emergency mental health referrals in accordance with community
15 correctional and professional standards.
- 16 d. Provide appropriate training to ensure that psychiatric referrals are submitted as
17 clinically indicated.
- 18 e. Develop and implement quality assurance policies and procedures that provide
19 for periodic audits of the mental health care provided at the Jail in accordance
20 with the standards set forth in this section.

21 **(a) Levels of Care**

22 Defendants shall develop and implement the mental health levels of care, including
23 a list of the clearly defined levels of care which shall describe the following: (1) level of
24 functioning, and (2) service components, including treatment services, programming
25 available, and treatment goals ("Levels of Care"). The Levels of Care is attached hereto as
26 **Exhibit C.**

27 **(b) Individual Therapy, Group Therapy, and Treatment Planning**

28 Defendants shall take the following actions:

- 1 (i) Provide that mental health clinicians offer encounters that are clinically
2 appropriate, of clinically appropriate duration and conducted in confidential
3 settings with consistent providers. The phrase “clinically appropriate” shall be
4 defined to refer to the quality and quantity of mental care necessary to promote
5 individual functioning within the least restrictive environment consistent with
6 the safety and security needs of the patient and the facility, to provide patients
7 with reasonable safety from serious risk of self-harm, and to ensure adequate
8 treatment for their serious mental health needs.
- 9 (ii) Identify clinically appropriate spaces for the provision of group and individual
10 therapy and provide that these areas are available for use in providing
11 confidential therapy and are given priority for such use.
- 12 (iii) Provide out-of-cell programming, including but not limited to group therapy,
13 education, substance abuse counseling, and other activities for inmates housed
14 in Restrictive Housing Units and Therapeutic Housing Units.
- 15 (iv) Provide regular, consistent therapy and counseling in group and individual
16 settings as clinically appropriate.
- 17 (v) Provide in-cell activities, such as therapeutic and self-help materials to decrease
18 boredom and to mitigate against isolation.
- 19 (vi) Develop formal clinical treatment teams comprised of clinicians and other
20 appropriate staff for each Therapeutic Housing Unit and Restrictive Housing
21 Unit to deliver mental health care services to Behavioral Health Clients housed
22 in those units within six (6) months of the Effective Date. These teams shall
23 work similar schedules and be co-located in an adequately sized space to allow
24 for frequent treatment team meetings for each individual client and collective
25 pods, which shall enable them to collaborate on providing programming for
26 their assigned housing units. For Behavioral Health Clients not housed in a
27 Special Handling Unit, a clinician and/or other provider shall be assigned as
28 needed.
- (vii) Develop and implement policies and procedures to establish treatment teams to
provide formal, clinically appropriate individualized assessment and planning
(treatment plans) for Behavioral Health Clients receiving ongoing mental health
services. Assessment and planning for mental health services includes, at
minimum, diagnosis or diagnoses; a brief explanation of the inmate’s
condition(s) and need for treatment; the anticipated follow-up schedule for
clinical evaluation and assessment including the type and frequency of
diagnostic testing and therapeutic regimens if applicable; and counsel the
patient about adaptation to the correctional environment including possible
coping strategies.
- (viii) Individualized mental health treatment plans shall be developed for all
Behavioral Health Clients by a Qualified Mental Health Professional within
thirty (30) days of an incarcerated person’s initial mental health assessment at

1 intake or upon referral. Plans shall be reviewed and updated as necessary at
 2 least every ninety (90) days for Behavioral Health Clients generally and every
 3 thirty (30) days for SMI Clients, and more frequently as needed. The treatment
 4 plan shall include treatment goals and objectives including at least the
 5 following components: (1) documentation of involvement/discussion with the
 6 incarcerated person in developing the treatment plan, including documentation
 7 if the individual refuses involvement; (2) frequency of follow-up for evaluation
 8 and adjustment of treatment modalities; (3) adjustment of psychotropic
 9 medications, if indicated; (4) when clinically indicated, referrals for testing to
 10 identify intellectual disabilities, medical testing and evaluation, including blood
 11 levels for medication monitoring as required; (5) when appropriate, instructions
 12 about diet, exercise, personal hygiene issues, and adaption to the correctional
 environment; (6) documentation of treatment goals and notation of clinical
 status progress (stable, improving, or declining); and (7) adjustment of
 treatment modalities, including behavioral plans, as clinically appropriate. The
 treatment plan shall also include referral to treatment after release where
 recommended by mental health staff as set forth in Section III(I) (Discharge
 Planning). Where individuals are discharged from suicide precautions, the plan
 shall describe warning signs, triggers, symptoms, and coping strategies for if
 suicidal thoughts reoccur.

- 13 (ix) Develop and implement policies and procedures to provide consistent treatment
 14 team meetings to increase communication between treating clinicians, provide a
 15 forum for the discussion of difficult or high-risk individuals, and assist in the
 16 development of appropriate treatment planning. AFBH shall consult with
 17 ACSO regarding an individual's treatment plan as deemed appropriate by a
 Qualified Mental Health Professional and in a manner which protects client
 confidentiality to the maximum extent possible consistent with HIPAA
 requirements.
- 18 (x) Provide information discussed in treatment team meetings to medical providers
 19 when indicated to ensure communication of relevant findings and issues of
 20 concern.
- 21 (xi) Provide calming and restorative instruction, which may include in-person
 22 classes or groups on a regularly scheduled basis in units housing Behavioral
 Health Clients.
- 23 (xii) Provide substance abuse programs targeted to individuals with co-occurring
 24 mental health and substance abuse issues on a regularly scheduled basis for
 Behavioral Health Clients.

25 **(c) Care in Restrictive Housing Units and Therapeutic Housing Units**

26 Defendants shall take the following actions:

- 27 (i) Provide daily mental health rounds in Restrictive Housing Units and
 28 Therapeutic Housing Units to allow for direct observation of and interaction

1 with the incarcerated individual, including face-to-face contact and specific
 2 outreach to people on psychiatric medications to check their status. Individuals
 3 shall be permitted to make requests for care during these rounds. Where a
 4 Qualified Mental Health Professional determines that an individual's placement
 in Restrictive Housing Unit is contraindicated, they may initiate transfer of the
 individual to a higher level of care in a Therapeutic Housing Unit.

- 5 (ii) Offer weekly face-to-face clinical contacts, that are therapeutic, confidential,
 6 and conducted out-of-cell, for Behavioral Health Clients in Restrictive Housing
 Units and Therapeutic Housing Units.
- 7 (iii) Provide additional clinical contacts to individuals in Restrictive Housing Units
 8 and Therapeutic Housing Units, as needed, based on individualized treatment
 plans.
- 9 (iv) Defendants shall ensure individuals expressing suicidal ideation are provided
 10 clinically appropriate mental health evaluation and care. Individuals who
 11 express suicidal ideation shall be assessed by a Qualified Mental Health
 12 Professional and shall not be placed in restrictive housing if a Qualified Mental
 Health Professional determines they are at risk for suicide.

13 3. Psychiatric Medication Management and Care System

14 Defendants shall ensure that psychiatric medications are ordered in a timely
 15 manner, are consistently delivered to individuals regardless of where they are housed, and
 16 are administered to individuals in the correct dosages. Defendants shall integrate the Jail's
 17 electronic unit health records systems in order to share information regarding medication
 18 administration and clinical care as appropriate between the Jail's medical and mental
 19 health providers and outside community providers operated through the County.

20 Psychiatric medications prescribed by community-based providers shall be made available
 21 to Behavioral Health Clients at the Jail unless a Qualified Mental Health Professional
 22 makes a determination that it is not clinically appropriate. Any decision to discontinue
 23 and/or replace verified medication that an individual had been receiving in the community
 24 must be made by a prescribing mental health provider who shall document the reason for
 25 discontinuing and/or replacing the medication and any substitute medication provided.
 26 Defendants shall ensure that, absent exigent circumstances, initial doses of prescribed
 27 psychiatric medications are delivered to inmates within forty-eight (48) hours of the
 28 prescription, unless it is clinically required to deliver the medication sooner.

1 Defendants shall maintain an anti-psychotic medication registry that identifies all
2 inmates receiving two (2) or more anti-psychotic medications, the names of the
3 medications, the dosage of the medications, and the date when each was prescribed. The
4 lead psychiatrist shall review this registry every two (2) weeks to determine: (1) continued
5 justification for medication regimen, (2) whether one medication could be used to address
6 symptoms, and (3) whether medication changes are needed due to an adverse reaction. All
7 determinations and required actions shall be documented.

8 Defendants shall ensure that health care staff document when individuals refuse
9 prescribed psychotropic medications and follow-up by referring the patient to the AFBH
10 prescribing provider after four refusals of the same medication in a one-week period or
11 three (3) consecutive refusals of the same medication in a one-week period.

12 Defendants shall conduct audits on a periodic basis of 5% of charts of all patients
13 receiving psychotropic medications with the frequency of such audits to be established in
14 consultation with the joint neutral mental health expert to ensure that psychotropic
15 medication is appropriately administered and that referrals for psychotropic medication
16 refusals are being made consistent with policy. Charts will be randomly selected and are
17 to include patients in all applicable housing units.

18 4. Suicide Prevention

19 Defendants shall develop, in consultation with Plaintiffs, a new mutually-agreed
20 upon Suicide Prevention Policy and associated training that shall include the following:

21 (a) Safety Cells

22 Use of a safety cell should only be used as a measure of last resort for inmates
23 expressing suicidal ideation and actively demonstrating self-harm. It is a primary goal of
24 this Agreement to phase out the use of such cells to the maximum extent feasible as soon
25 as it is safe to do so. To this end, Defendants shall reconfigure and/or construct suicide
26 resistant cells within six months of the Effective Date. The Parties shall meet and confer
27 within three (3) months of the Effective Date regarding: (1) the status of reconfigurations
28 and/or construction efforts; (2) methods to expedite such efforts including areas to

1 prioritize; and (3) any interim actions necessary to protect the mental health and safety of
2 class members pending the completion of reconfiguration and/or construction efforts.

3 Once that work is completed, Defendants agree to severely curtail the use of safety
4 cells, except as a last resort, and to only use safety cells when an inmate expresses suicidal
5 ideation and is actively demonstrating self-harm and there is no other safe alternative,
6 subject to the limitations set forth below.

7 In the interim, safety cells should only be used in exigent circumstances in which
8 the inmate poses an imminent risk of self-harm. A Qualified Mental Health Professional
9 must evaluate the need to continue safety cell placement within one (1) hour of the initial
10 placement to the extent feasible.

11 Individuals may not be housed in a safety cell for longer than eight (8) hours.
12 During that time, the individual shall be re-assessed by mental health and either
13 transported on a 5150 hold if appropriate or transferred from the safety cell to another
14 appropriate cell, including a suicide resistant cell if necessary.

15 Defendants shall adopt graduated suicide precautions, including use of special
16 purpose cells, reconfigured suicide resistant cells, one-on-one suicide watch, and a step
17 down to suicide precautions with less intensive observation. Cells with structural blind
18 spots shall not be used for housing individuals on suicide precautions. Once Defendants
19 have completed reconfiguration and/or construction of suicide resistant cells, the use of
20 safety cells shall be limited to no more than four (4) hours.

21 Defendants shall ensure that the safety cell is clean prior to the placement of a new
22 individual in the safety cell. Safety cells shall also be cleaned on a normal cleaning
23 schedule when not in use. Defendants shall provide individuals housed in safety cells with
24 a safety mattress, safety eating utensils, toilet paper, and feminine hygiene products.

25 Custody staff may only temporarily place an inmate in a modesty garment until the
26 individual is evaluated by a Qualified Mental Health Provider, as set forth above.
27 Decisions about the continued use of a garment (smock) or removal of normal clothing
28 shall be made solely by a Qualified Mental Health Professional based on individualized

1 clinical judgment. Individuals placed in a safety cell shall continue to be offered
2 medication and treatment as deemed clinically appropriate by a Qualified Mental Health
3 Provider. Defendants shall develop new policies and associated training on security
4 checks, including the levels of supervision necessary for individuals placed in safety cells.

5 **(b) Call Button Response**

6 Defendants agree to continue to ensure that there are working call buttons in all
7 cells and shall continue to conduct periodic checks of call buttons in all units and address
8 any maintenance issues as soon as possible. If a call button is found to be inoperable, the
9 individual shall be moved to a cell with a working call button as soon as practicable.

10 Defendants shall develop and implement policies, procedures, and forms required to
11 implement the provisions contained herein.

12 **(c) Observation, Prevention and Review of Completed Suicides and
13 Suicide Attempts**

14 **(i) Security Checks and Use of Suicide Precautions**

15 Defendants shall develop new policies and associated training, as set forth in
16 Section IV(A), regarding the use of suicide precautions, including one-on-one suicide
17 watch, step down to suicide precautions, and associated cleaning schedules for any cells
18 used for suicide precautions. Defendants shall identify and implement a suicide risk
19 assessment tool to assist staff in the appropriate determination of suicide risk described in
20 Section III(F)(1)(A) .

21 Defendants shall also continue to provide ongoing training regarding the
22 appropriate use and development of safety plans with supervisory monitoring and feedback
23 regarding the adequacy of safety plans developed. To the extent it occurs, Defendants
24 shall discontinue the use of language referencing suicide and/or safety contracts.

25 Defendants shall ensure cut-down tools are securely located and accessible to
26 custody staff in all inmate areas, especially in the housing units, including appropriate
27 emergency materials that may be needed to respond to suicide attempts in close proximity
28 to all housing units.

1 Custody staff, medical staff, or mental health staff may initiate suicide precautions
2 to ensure client safety. If the suicide precaution was not initiated by mental health staff, as
3 soon as possible but at least within four (4) hours absent exigent circumstances, a
4 Qualified Mental Health Professional must conduct a face-to-face assessment of the
5 individual and decide whether to continue suicide precautions using a self-harm
6 assessment and screening tool establishing actual suicide risk as described in
7 Section III(F)(1)(A). The assessment shall be documented, as well as any suicide
8 precautions initiated, including the level of observation, housing location, and any
9 restrictions on privileges.

10 Individuals placed on suicide watch shall be placed on Close Observation.
11 Individuals on Close Observation shall be visually observed at least every fifteen
12 (15) minutes on a staggered basis. A Qualified Mental Health Professional may determine
13 that Constant Observation is necessary if the individual is actively harming themselves based
14 on the application of specific criteria to be set forth in written policy. Individuals on
15 Constant Observation shall be observed at all times until they can be transported in
16 accordance with the Jail's Emergency Referral process as outlined in Section III(G)(5) or
17 until a Qualified Mental Health Professional determines that Constant Observation is no
18 longer necessary. A Qualified Mental Health Professional shall oversee the care provided
19 to individuals placed on either Close Observation or Constant Observation status.

20 Individuals placed on suicide precautions shall continue to receive therapeutic
21 interventions and treatment, including consistent out-of-cell therapy and counseling in
22 group and/or individual settings and medication, as clinically appropriate. AFBH shall
23 document in the individual's mental health record any interventions attempted and whether
24 any interventions need to be modified, including a schedule for timely follow-up
25 appointments. All individuals shall be encouraged to be forthcoming about any self-
26 injurious thoughts and all reports of feeling thoughts of self-harm shall be taken seriously
27 and given the appropriate clinical intervention including the use of positive incentives
28 where appropriate.

1 Qualified Mental Health Professionals shall see inmates on suicide precautions on
2 an individualized schedule based on actual suicide risk, for instance, daily or hourly as
3 needed to assess whether suicide precautions shall be continued. These assessments shall
4 be documented including any modifications to suicide precautions deemed necessary,
5 whether the individual refused or requested the assessment cell-side. Where individuals
6 refuse assessment, a Qualified Mental Health Professional shall continue to attempt to see
7 the individual and document all follow-up attempts. Psychiatrists, clinicians, or other
8 providers as appropriate shall meet with custody staff on a daily basis to review any
9 individuals placed on suicide precautions regarding any collaborative steps that should be
10 taken. These meetings shall be documented in the form of minutes stored and maintained
11 by mental health staff or by entry in the individual inmate's record.

12 A Qualified Mental Health Professional shall complete and document a suicide risk
13 assessment prior to discharging a prisoner from suicide precautions in order to ensure that
14 the discharge is appropriate, that appropriate treatment and safety planning is completed,
15 and to provide input regarding a clinically appropriate housing placement. **Individuals**
16 **discharged from suicide precautions shall remain on the mental health caseload and receive**
17 **regularly scheduled clinical assessments and contacts as deemed clinically necessary by a**
18 **mental health clinician. Unless individual circumstances direct otherwise, mental health**
19 **staff shall conduct an individualized follow-up assessment within twenty-four (24) hours**
20 **of discharge, again within seventy-two (72) hours of discharge, and again within one**
21 **(1) week of discharge.**

22 Cancellation of privileges for individuals on suicide precautions shall be avoided
23 whenever possible and utilized only as a last resort. Individuals on suicide precautions
24 shall be offered out-of-cell time consistent with Section III(G)(6) unless a Qualified
25 Mental Health Professional determines it is specifically contraindicated due to their
26 treatment needs. Where such a determination is made, **individuals on suicide precaution**
27 **shall be offered sufficient daily out-of-cell time to allow them to shower, use the phone,**
28 **and access the dayroom and/or outdoor yard to the maximum extent possible.** Inmates on

1 suicide precautions shall be evaluated by a Qualified Mental Health Professional to
2 determine whether denial of access to property is necessary to ensure the inmate's safety.
3 Individuals on suicide precautions shall receive privileges consistent with their
4 classification when it is deemed safe to do so by a Qualified Mental Health Professional.
5 If a Qualified Mental Health Professional determines that certain property or privileges
6 must be withheld based on the suicide risk assessment, this determination shall be
7 documented including the reasons why the particular property or privilege poses an actual
8 risk. The individual shall be reassessed for such privileges by a Mental Health Provider at
9 least every three (3) days, with the determination and reasoning documented in writing,
10 and the privileges restored at the earliest clinically appropriate time possible based on
11 actual suicide risk.

12 Defendants shall develop and implement updated policies and associated training
13 for all custody staff, as well as training for custody staff newly hired and/or assigned to the
14 Jail, regarding how to conduct quality security checks for inmates placed on suicide
15 precautions and regarding suicide prevention and precautions generally. The training shall
16 include the creation of a video to model appropriate security check observations as well as
17 in-person training and shall address at least the following topics: (a) avoiding obstacles
18 (negative attitudes) to suicide prevention; (b) review of recent suicides and serious suicide
19 attempts at the jail within the last two years and any patterns or lessons learned (c) why
20 facility environments are conducive to suicidal behavior; (d) identifying suicide risk
21 despite the denial of risk; (e) potential predisposing factors to suicide; (f) high-risk suicide
22 periods; (g) warning signs and symptoms; (h) components of the jail suicide prevention
23 program; (i) liability issues associated with inmate suicide; and (j) crisis intervention
24 including practical exercises regarding the proper response to a suicide attempt and the
25 proper use of cut-down tools.

26 All clinical mental health staff shall receive additional training on how to complete
27 a comprehensive suicide risk assessment and how to develop a reasonable safety plan that
28 contains specific strategies for reducing future risk of suicide.

1 Defendants shall continue to ensure supervisory oversight in reviewing quality and
2 timeliness of security checks and require regular auditing of safety check logs against
3 video recordings. Defendants shall also consider use of Sheriff's Technicians to assist
4 with security checks.

5 (ii) Suicide Reviews

6 Defendants shall develop and implement updated policies, practices, and associated
7 training regarding reviews of suicides and suicide attempts at the Jail. All suicide and
8 serious suicide attempt reviews shall be conducted by a multi-disciplinary team including
9 representatives from both AFBH and custody and shall include: (1) a clinical
10 mortality/morbidity review, defined as an assessment of the clinical care provided and the
11 circumstances leading to the death or serious suicide attempt; (2) a psychological autopsy,
12 defined as a written reconstruction of the person's life with an emphasis on the factors that
13 led up to and may have contributed to the death or serious suicide attempt, (3) an
14 administrative review, defined as an assessment of the correctional and emergency
15 response actions surrounding the person's death or serious suicide attempt; and (4) a
16 discussion of any changes, including to policies, procedures, training, or other areas, that
17 may be needed based on the review.

18 Defendants shall notify Class Counsel and the Joint Experts of the fact a suicide
19 occurred within twenty-four (24) hours and shall notify Class Counsel of any "Serious
20 Suicide Attempts," meaning where an individual is admitted to the hospital for treatment
21 following the attempt, within seventy-two (72) hours. Defendants shall provide Class
22 Counsel and the relevant Joint Experts with the underlying incident reports and review
23 documents as they become available.

24 **5. Emergency Referrals**

25 Defendants shall develop and implement standards and timelines for emergency
26 referrals and handling of 5150 psychiatric holds for incarcerated persons. For individuals
27 sent to John George Psychiatric Hospital, AFBH in coordination with ACSO, shall
28 coordinate with John George to promote continuity of care, including sharing records and

1 information about what led to decompensation, strategies for treatment, and treatment
2 plans to promote patient well-being after returning to the jail. AFBH shall further reassess
3 the individual upon return to the jail to ensure the individual is stabilized prior to returning
4 them to a housing unit. If AFBH staff determine that the individual is not sufficiently
5 stabilized to safely function in a jail setting, they shall re-initiate a 5150 to John George.
6 AFBH shall track the number of 5150 holds initiated from the Jail and perform a review of
7 all cases where individuals were sent to John George, on at least a quarterly basis, to
8 identify any patterns, practices, or conditions that need to be addressed systematically.

9 The County shall assess and review the quality of the care provided to incarcerated
10 persons sent to John George, or any other psychiatric facilities that accept 5150s from the
11 Jail, including continuity of care between John George and the Jail, the types and the
12 quality of services provided to incarcerated clients and resultant outcomes including any
13 subsequent suicide attempts or further 5150s. In particular, AFBH shall assess
14 inmate/patients upon their return to the Jail to confirm they are no longer gravely disabled
15 and/or suicidal. The County shall develop a process and procedures by which AFBH shall
16 seek input from treating clinicians at John George regarding any needed changes to the
17 individual's treatment plan. The County shall conduct this analysis within sixty (60) days
18 of the Effective Date and develop a plan for addressing any issues, including whether the
19 County could create any alternatives to sending Behavioral Health Clients in crisis to John
20 George. A copy of the analysis and plan shall be provided to Class Counsel.

21 **6. Therapeutic Housing Units for Behavioral Health Clients**

22 The following amounts of out-of-cell time shall apply to inmates housed in the
23 Therapeutic Housing Units, unless a Qualified Mental Health Professional determines that
24 such amounts of time are clinically contraindicated: Individuals who are housed in the
25 most restrictive setting within the Therapeutic Housing Units shall be offered at least one
26 (1) hour per day of structured time and three (3) hours per day of unstructured time.
27 Individuals housed in the less-restrictive, transitional units within the Therapeutic Housing
28 Units shall be offered at least two (2) hours per day of structured time and three (3) hours

1 per day of unstructured time. Individuals in the least restrictive areas of the program shall
2 generally be allowed eight (8) hours per day out of cell.

3 Defendants shall re-orient the way in which all units, including the Therapeutic
4 Housing Units, are managed so that all units provide appropriate access to therapeutic and
5 behavioral health services as appropriate. Placement in and discharge from a Therapeutic
6 Housing Unit shall be determined by a Qualified Mental Health Professional, in
7 consultation with custody staff as appropriate. Defendants shall provide a sufficient
8 number of beds in the Therapeutic Housing Units at all necessary levels of clinical care
9 and levels of security, including on both the Maximum and on the Minimum and Medium
10 sides of the Jail, to meet the needs of the population.

11 Defendants shall also ensure that mental health programming and care available for
12 women is equivalent to the range of services offered to men.

13 The Parties shall meet and confer within three (3) months of the Effective Date
14 regarding Defendants proposed plan for the Therapeutic Housing Units including staffing
15 of these units, number of beds required for each level of care, programs and treatment
16 services to be provided on the units, timing of any required construction and development
17 of benchmarks with respect to measuring the efficacy of programs and treatment
18 components offered on these units. Within six (6) months of the Effective Date,
19 Defendants shall finalize and begin to implement the plan for creating the Therapeutic
20 Housing Units and implement policies for the management of the Therapeutic Housing
21 Units including providing access to AFBH staff in these units as appropriate and according
22 to the severity of the unit's mental health needs. Delays in the re-configuration of the
23 Therapeutic Housing Unit(s) due to construction shall not delay implementation of
24 therapeutic services, including but not limited to: mental health intake screening process,
25 provision and monitoring of psychiatric medications, referral processes, treatment plans,
26 and AFBH's involvement in discharge planning as set forth in Section III(I). Admission
27 and discharge decisions shall be made by a multi-disciplinary team led by an AFBH staff
28 member and focused on the individual's treatment needs. At a minimum, the plan shall

1 also include: (1) the criteria for admission to and discharge from the Therapeutic Housing
2 Units as well for each level of care overall; (2) clear behavioral expectations for
3 progression to less restrictive settings including step-down units and/or general population;
4 (3) positive incentives for participation in treatment; (4) privileges and restrictions within
5 each level of care with the goal of housing individuals in the least restrictive setting
6 possible; and (5) an orientation at each level or pod as to the rules and expectations for that
7 level or pod.

8 The Therapeutic Housing Units shall be sufficiently staffed with appropriate Mental
9 Health Providers and dedicated custodial staff including on nights and weekends. ACSO
10 staff assigned to these units shall receive specialized training in mental health. AFBH
11 shall have qualified staff available onsite twenty-four (24) hours a day, seven (7) days a
12 week to address crisis situations in-person as needed throughout the Jail. Additionally,
13 AFBH staff shall be assigned to the Behavioral Health Units and Therapeutic unit(s)
14 during the day to allow for constant client contact and treatment, and give AFBH the
15 ability to provide programming and other therapeutic activities.

16 **7. Custodial Staff Training on Interacting with Individuals with**
17 **Mental Health Issues**

18 Defendants shall develop and implement custodial staff training on de-escalation
19 and patients experiencing mental health crisis, which shall be provided to all current
20 ACSO jail staff. Class Counsel shall be provided with an opportunity to review the
21 proposed training materials and to provide input. Class Counsel shall also be permitted to
22 attend the initial training to observe and may attend additional trainings upon request. The
23 training shall, at minimum, including discussion of any relevant policies and procedures,
24 de-escalation techniques, crisis intervention, identifying people in mental health crises,
25 interacting with individuals with mental illness, appropriate referral practices, suicide and
26 self-harm detection and prevention, relevant bias and cultural competency issues,
27 confidentiality standards, and approaches on how to respond to individuals in crisis, with
28 an emphasis on developing and working in teams with AFBH as much as possible. The

1 training shall include an assessment component, such as using interactive practice
2 scenarios, to measure staff comprehension. Class Counsel shall be provided an
3 opportunity to review and comment on all training materials and may attend the training to
4 observe upon request. This training shall also be provided to all new staff and current staff
5 shall complete a refresher training on these topics on a biennial basis.

6 **H. Inmate Advisory Council and Ombudsperson Program**

7 Defendants shall establish an Inmate Advisory Council and Ombudsperson
8 Program, in consultation with the Joint Experts as provided in Section IV(A), to work with
9 the aforementioned Compliance Unit and senior Jail staff to provide individuals
10 incarcerated at the Jail a venue to raise and address new and ongoing concerns and
11 possible ways to improve living conditions at the Jail. The Inmate Advisory Council shall
12 strive to have representation from all housing units and classifications at the Jail.

13 **I. Discharge Planning**

14 Defendants shall implement systems, including through close coordination between
15 Alameda County Behavioral Health and the Jail, to facilitate the initiation or continuation
16 of community-based services for people with mental health disabilities while incarcerated
17 and to transition seamlessly into such services upon release, as described below.

18 AFBH staff shall work to develop a written plan prior to release for inmates who
19 are current Behavioral Health Clients and who remain in the Jail for longer than seventy-
20 two (72) hours following booking. Transition and discharge planning for current
21 Behavioral Health Clients shall begin as soon as feasible but no longer than seventy-two
22 (72) hours following booking or identification as a Behavioral Health Client in an effort to
23 prevent needless psychiatric institutionalization for those individuals following release
24 from Jail. The discharge plan shall be updated by AFBH on at least a quarterly basis,
25 regardless of whether a release date has been set.

26 AFBH shall work with Alameda County Social Services to facilitate evaluating the
27 individual's eligibility for benefits, as appropriate, including SSI, SSDI, and/or Medicaid
28 and to assist in linking clients to those possible benefits. Where AFBH is notified of

1 upcoming release or transfer, AFBH shall work with the Behavioral Health Client to
2 update their discharge plan and provide the individual with a copy of the plan prior to
3 release. The written plan shall help link the individual to community service providers
4 who can help support their transition from jail to community living. The written plan shall
5 identify community services, provider contacts, housing recommendations community
6 supports (if any), and any additional services critical to supporting the individual in
7 complying with any terms of release. In no case shall these efforts conflict with or
8 interfere with the work of the Mental Health Courts.

9 Defendants shall cooperate with community service providers, housing providers,
10 people with close relationships to the individual (including friends and family members),
11 and others who are available to support the individual's transition and re-entry from jail are
12 able to communicate with and have access to the individual, as appropriate and necessary
13 for their release plan. Where an individual authorizes it, Defendants shall facilitate access
14 to mental health and other records necessary for developing the release plan. If an
15 individual has a relationship with a community provider at the time of incarceration,
16 AFBH staff shall meaningfully attempt to engage that provider in the discharge planning
17 for that individual and facilitating visits where requested by the provider. To facilitate a
18 warm hand-off, Defendants shall initiate contact with community mental health providers
19 in advance of a scheduled release for all incarcerated persons with serious mental illness,
20 including assisting in facilitating meetings between incarcerated individuals and
21 community mental health providers prior to or at the time of release and arranging a
22 follow-up appointment as needed. With respect to planned and unplanned releases of
23 Behavioral Health Clients, custody staff shall notify AFBH as soon as possible so that they
24 can take appropriate steps to link these individuals with community services and resources
25 as needed.

26 If the individual takes prescription psychiatric medications in Jail (at the time of
27 release), Defendants shall ensure that the individual leaves the Jail with access to a 30-day
28 supply of the medication from a local pharmacy, when provided with adequate advance

1 notice of the individual's release. Additionally, Defendants shall educate individuals who
2 are prescribed psychiatric medications regarding the location and availability of drop-in
3 clinics to obtain a refill of their medication in the community upon release. In addition to
4 the 30-day supply of medication, Defendants shall coordinate with the County's outpatient
5 medication services to have individuals' prescriptions refilled if necessary to ensure an
6 adequate supply of medication to last until their next scheduled appointment with a mental
7 health professional. Defendants shall ensure that SMI clients who are already linked to
8 services have referrals to mental health providers and other service providers upon release,
9 unless the individual refuses such referrals, or if staff was not provided adequate advance
10 notice of release. SMI individuals who are not already linked to services shall be referred
11 to the 24-7 ACCESS line.

12 AFBH shall coordinate informing each Full Service Partnership in the County when
13 a client or individual with whom they have had contact is incarcerated. Defendants shall
14 also collect data regarding the number of individuals with a serious mental illness in the
15 jail, including the number of days that these individuals spend in the Jail, the number of
16 times these individuals have been booked in the Jail previously, the number of times that
17 these individuals have returned to the jail due to probation violations, and the number of
18 Behavioral Health Clients released with a written release plan.

19 J. ADA

20 Defendants shall work with the agreed-upon joint subject matter Joint Expert, as
21 discussed in Section IV(A), to develop and implement policies, procedures, and forms
22 required to implement the provisions contained herein. All Staff shall be trained on the
23 topics, as discussed in Section IV(A), including any modifications to policies and
24 procedures, described herein.

25 1. ADA Coordinator

26 ACSO shall continue to employ a full-time, dedicated ADA Coordinator at the Jail
27 who shall, among other ADA-related responsibilities, oversee the following issues related
28 to individuals with Psychiatric Disabilities: monitoring of the ADA Tracking System,

1 ADA-related training, grievances, disciplinary reports, Message Request forms, requests
2 for accommodations, classification actions, orientation materials, touring housing units and
3 discussing ADA-related issues with incarcerated persons and staff (e.g., housing unit
4 deputies, medical staff, mental health staff, dental staff, education staff, re-entry services
5 staff, inmate program staff, library staff, religious services staff, etc.) as set forth below
6 and on an as-needed basis, and any other ADA-related responsibilities as appropriate. The
7 ADA Coordinator shall be strongly encouraged to serve in that role for at least five
8 (5) years to provide for consistency and to maximize the benefit of the training and
9 expertise of the ADA Coordinator. ACSO shall consult with the ADA Joint Expert
10 regarding the Post order for the ADA Coordinator, and Plaintiffs' counsel shall have an
11 opportunity to review and provide input prior to ACSO finalizing the Post order. The
12 ADA Coordinator shall report up the chain of command. Additionally, the Compliance
13 Captain shall oversee the day-to-day activities of the ADA Coordinator but shall not have
14 the ability to re-assign the ADA Coordinator away from their ADA-related duties.

15 As soon as practical, but under no circumstances more than fourteen (14) days after
16 an individual has been identified at intake or post-intake as having a Psychiatric Disability,
17 the ADA Coordinator and/or her or his staff shall personally meet with each newly
18 identified individual. In the meeting, the ADA Coordinator shall employ effective
19 communication to assist the individual in understanding the rules of the Jail; explain how
20 to request accommodations and what accommodations are available; ensure the individual
21 has access to grievance forms to raise disability-related issues; and inform them that ADA
22 Unit staff are available to assist the individual with disability-related needs. For any
23 person identified as having a Psychiatric Disability who remains in the Jail for more than
24 sixty (60) days, the ADA Coordinator and/or their staff shall meet with the individual to
25 determine if their ADA-related needs are being met and at least every sixty (60) days
26 thereafter. This meeting and any relevant notes regarding accommodation needs shall be
27 documented in writing. Once the ADA Tracking System is implemented, this information
28 shall be documented there.

1 After the initial ADA training is provided by the ADA Joint Expert, the ADA
2 Coordinator shall be charged with providing ADA-related training to Staff and with
3 monitoring programs and work assignments to ensure meaningful access for all individuals
4 with Psychiatric Disabilities.

5 The ADA Coordinator shall have sufficient staffing to assist him or her (the “ADA
6 Unit”). ACSO staff assigned to the ADA Unit shall be strongly encouraged to serve in that
7 capacity for at least three years to provide for consistency and to maximize the benefit of
8 the training and expertise of the Custody staff assigned to this unit. **During any period
9 where the ADA Coordinator is unavailable for any reason, a sergeant or higher-ranked
10 individual shall fulfill the duties of the ADA Coordinator position until the ADA
11 Coordinator becomes available or a replacement is appointed to the position. The ADA
12 Coordinator position shall not remain vacant for more than ninety (90) days.**

13 Within one (1) year from their initial assignment, all sworn staff assigned as ADA
14 Unit staff, including the ADA Coordinator, shall attend and complete a nationally
15 recognized certificate course designed for ADA coordinators and obtain a certification and
16 maintain said certification with updates and continuing education courses. Any
17 replacement ADA Coordinator, interim ADA Coordinator, or sworn staff assigned to the
18 ADA Unit shall obtain their ADA certification within twelve (12) months of starting in the
19 position.

20 2. Effective Communication

21 In consultation with the ADA Joint Expert, and in accordance with Section IV(A),
22 Defendants shall develop and implement policies and practices to ensure **effective
23 communication (“Effective Communication policy”) with individuals with Psychiatric
24 Disabilities at intake and in due process events** (e.g., grievance processes, classification
25 processes, disciplinary processes, pre-release processes, and conditions of release process),
26 religious activities, vocational and educational programs, and clinical encounters including
27 mental health appointments. The Effective Communication policy shall include, at a
28 minimum, processes for: (a) identifying individuals whose cognitive, intellectual, or

1 developmental disability pose barriers to comprehension or communication; (b) promptly
2 providing reasonable accommodation(s) to overcome the communication barrier(s); and
3 (c) documenting the communication including the method used to achieve effective
4 communication and how the relevant staff person determined that the individual
5 understood the encounter, process, and/or proceeding.

6 For those individuals with a SMI diagnosis or a cognitive, intellectual, or
7 developmental disability, who have effective communications needs, the ADA Unit shall
8 meet with the individual in advance of any disciplinary hearing that may result in an
9 increase in security level and/or placement in more restrictive housing. In order to provide
10 Effective Communication, the ADA Unit shall discuss the upcoming event with the
11 individual and ensure they are able to understand, participate, and communicate
12 effectively.

13 3. Intake & Orientation

14 In consultation with the ADA Joint Expert, Defendants shall develop and
15 implement healthcare screening questions in order to identify individuals with intellectual,
16 developmental, psychiatric or learning disabilities. These healthcare screening questions
17 shall be asked of all newly booked persons and conducted in a reasonably confidential
18 setting. If the initial screening identifies a possible intellectual, developmental, psychiatric
19 or learning disability, the individual shall be referred to a Qualified Mental Health
20 Professional, including a Licensed Clinical Psychologist where appropriate, for a
21 secondary screening and assessment to occur within sixty (60) days of booking. In the
22 context of learning disabilities, the referral may be made to an appropriately qualified
23 community provider, such as 5 Keys, for screening using a screening tool such as the Test
24 of Adult Basic Education to occur within fourteen (14) days of booking. The date of the
25 assessment, the nature of the individual's disability, and any accommodations authorized
26 for the incarcerated person shall be promptly documented in the ADA Tracking System.

27 Individuals identified at intake as having a Psychiatric Disability shall be referred to
28 the ADA Unit for follow-up as described in Section III(J)(1). Individuals not identified as

1 having Psychiatric Disability at intake may request a post-intake assessment at any time
2 after they are processed into the Jail. Staff may also refer individuals for a post-intake
3 assessment. Individuals shall also be referred for an assessment where there is
4 documentation of a Psychiatric Disability in the individual's health record or prior
5 correctional records or where a third party, such as an individual's community mental
6 health provider or family member, where appropriate, makes a request for an assessment
7 on the individual's behalf.

8 During intake, Defendants shall provide all incarcerated persons with a copy of the
9 Jail handbook and any other orientation materials including instructions on how to request
10 disability-related accommodations, how to contact the ADA Coordinator, and how to file a
11 grievance regarding ADA-related issues. Upon request, ACSO staff shall provide
12 Effective Communication and assist incarcerated persons with Psychiatric Disabilities in
13 understanding the rulebook and orientation materials. Where an individual has been
14 flagged as having a severe cognitive, developmental, or intellectual disability, regardless of
15 whether assistance is requested, ADA Unit Staff shall assist the individual in
16 understanding the rules of the Jail.

17 **4. Provision of Reasonable Modifications**

18 Defendants shall provide reasonable modifications and accommodations as
19 necessary to ensure that qualified individuals with Psychiatric Disabilities have equal
20 access to programs, services, and activities that are available to similarly situated
21 individuals without disabilities. The process for submitting ADA-related requests for
22 modifications and accommodations is contained in Section III(J)(9)(a). The specific type
23 of modification required shall be based on an individualized assessment of the needs of the
24 individual and the program, service, or activity at issue. In the context of vocational
25 programs, the assessment shall also take into account the essential job functions and
26 whether the individual can meet those functions with reasonable modifications.

27 Examples of possible reasonable modifications/accommodations include, but are
28 not limited to, providing Effective Communication, designated therapeutic and/or

1 protective housing unit appropriate to the individual's classification level,
2 counseling/therapy (group and individual), reliable access to necessary medications,
3 Qualified Mental Health Professional input prior to removing privileges and/or otherwise
4 imposing discipline, and any modifications necessary to ensure equal access to programs.

5 For individuals with learning-related disabilities, possible reasonable
6 accommodations may include, but are not limited to, providing notetakers, providing extra
7 time to allow the individual to understand instructions/forms and repeating and/or
8 clarifying as needed, or explaining how to fill out written forms (ADA request for
9 Accommodations, Grievance, and Appeal forms) and/or in using the electronic tablets
10 including providing assistance if needed.

11 For individuals with cognitive, developmental and/or intellectual disabilities,
12 possible reasonable accommodations may include providing designated housing in a
13 therapeutic unit appropriate to the individual's classification level, prompts for adaptive
14 support needs (including but not limited prompts to take showers, clean cells, attend
15 appointments, etc.), ensuring Effective Communication, explaining how to fill out written
16 forms (ADA request for Accommodations, Grievance and Appeal forms, forms to request
17 medical or mental health services, and any other written forms the Jail implements for
18 incarcerated persons use) and/or in using electronic tablets and providing assistance if
19 needed, assistance with commissary (*e.g.*, observing the individual post commissary
20 purchase for possible victimization concerns), assistance with laundry exchange, and
21 obtaining input from a Qualified Mental Health Professional prior to conducting
22 disciplinary/misconduct hearings.

23 5. Tracking

24 Defendants shall implement an electronic, real-time networked tracking system
25 including a grievance module ("ADA Tracking System") to document and share internally
26 information regarding an individual's disability(ies) and disability-related accommodations
27 within six (6) months of the Effective Date. The ADA Tracking System shall have the
28 following functional capabilities: (1) to store historical information regarding an

1 individual's accommodation needs in the event the individual is returned to custody
2 multiple times; (2) to list the current types of accommodations the individual requires; and
3 (3) to track all programs, services, and accommodations offered to incarcerated persons
4 with Psychiatric Disabilities throughout their incarcerations including any
5 accommodations they refused. Access to the ADA Tracking System shall be made
6 available to and shall be used by ACSO staff at the Jail who need such information to
7 ensure appropriate accommodations and adequate program access for people with
8 Psychiatric Disabilities. At a minimum, Classification Staff, the ADA Coordinator and
9 their staff, the Facility Watch Commander, Division Commander, Administrative
10 Sergeant, Program Managers, and AFBH and medical staff shall have access to the ADA
11 Tracking System. Clinical and ADA Unit staff shall be responsible for adding or
12 modifying information regarding the nature of an individual's Psychiatric Disability and
13 necessary accommodations, including accommodations identified at intake and throughout
14 the individual's incarceration. Clinical and ADA Unit staff may delegate the actual data
15 entry piece to non-clinical or non-ADA Unit staff where appropriate. Prior to any due
16 process events and clinical encounters, clinical and ADA Unit staff shall be required to
17 view information in the system to determine if the individual has a disability and what
18 accommodations are to be provided. All housing unit deputies, clinicians, and program
19 managers who interact with incarcerated persons shall be trained to properly use the ADA
20 Tracking System within six (6) months of the rollout of the ADA Tracking System.

21 Housing unit, education, and program office staff shall be provided with a report
22 listing all individuals with Psychiatric Disabilities in the relevant unit or program, as well
23 as any needed accommodations. The information provided shall be limited to identifying
24 the individuals who have a disability and what accommodations shall be provided. It shall
25 not contain any information beyond the minimum required to ensure the individual's
26 disability needs are accommodated. Until the electronic ADA Tracking System is fully
27 implemented, this report shall be updated and provided to staff in written form at least
28 once per week. Once the ADA Tracking System is fully implemented the report shall be

1 updated electronically, in a manner accessible to housing unit deputies, daily.

2 6. Housing Placements

3 The fact that an individual has a Psychiatric Disability and/or requires reasonable
4 accommodations for that disability shall not be a factor in determining the individual's
5 security classification. Individuals with Psychiatric Disabilities shall be placed in housing
6 that is consistent with their security classification and disability-related needs. Individuals
7 with Psychiatric Disabilities shall be screened for potential victimization and vulnerability
8 concerns and those factors shall be considered when determining appropriate housing;
9 however, their disabilities shall not be used to justify placing an individual in a more
10 restrictive privilege level than that in which they would have otherwise been classified
11 except as provided herein. Individuals with severe or profound cognitive, intellectual, or
12 developmental disabilities shall not be housed in a more secure setting unless it is
13 determined by the Classification Unit and mental health staff that there are no other viable
14 alternatives to prevent the individual from being victimized. This decision shall be based
15 on an individualized assessment of the person's needs and the specific safety and/or
16 security concerns affecting the individual including whether the person is able to function
17 safely in a dormitory environment. To the extent possible, individuals housed in more
18 secure settings due to victimization concerns shall receive the same privileges, access to
19 programs, and out-of-cell hours that they would otherwise receive. The reason for housing
20 an incarcerated person with a severe or profound cognitive, intellectual, or developmental
21 disability in a more secure setting due to victimization concerns shall be clearly justified
22 and documented in the ADA tracking system and classification documents and shall be
23 reevaluated at least every sixty (60) days.

24 7. Access to Out-Of-Cell Time and Yard

25 Defendants shall ensure that individuals with Psychiatric Disabilities are offered
26 equal access to yard and day room exercise and recreation time as non-disabled individuals
27 in comparable classification levels. Refusals of out-of-cell time and yard shall be
28 documented consistent with Section III(D). Minimum out-of-cell time requirements apply

1 to all incarcerated persons unless specifically contraindicated by a mental health treatment
2 plan due to suicide precautions.

3 **8. Access to Programs and Work Assignments**

4 Defendants shall ensure that individuals with Psychiatric Disabilities have equal
5 access, as compared to non-disabled individuals, to all programs, activities, and services
6 including, but not limited to, educational, vocational, work, recreational, visiting, medical,
7 mental health, substance abuse, self-improvement, religious, electronic tablets, and re-
8 entry programs, including Sandy Turner Center and Transition Center programs, consistent
9 with their classification and for which they are qualified. To the extent they do not
10 currently exist, Defendants shall develop job descriptions and the essential job functions
11 associated with each position. Defendants shall inform individuals with Psychiatric
12 Disabilities, using Effective Communication, of the programs and worker assignments that
13 are available to them, any job descriptions/essential job functions, how to contact the ADA
14 Coordinator, that they have a right to request reasonable accommodations, and how to do
15 so using the ADA Request form. To the extent a person is denied access to a program or
16 worker assignment, they shall have the right to file an ADA-related grievance and/or
17 otherwise appeal that decision. Programming staff shall access the ADA Tracking System
18 to determine whether participants in a program have a disability and their accommodation
19 needs. Until the ADA Tracking System is in place, the ADA Unit shall, on a weekly basis,
20 provide program staff with a list of individuals with disabilities and their accommodation
21 needs.

22 **9. ADA Grievances and Requests**

23 **(a) ADA Requests**

24 Defendants shall provide and maintain a readily available mechanism for
25 individuals to make a request for reasonable modifications independent of the grievance
26 system (“ADA Request”). This ADA Request form must be available in hard-copy as well
27 as on electronic tablets, to the extent electronic tablets are provided to individuals for use.
28 All ADA Requests shall be routed to the ADA Coordinator, or a member of their team, for

1 review. The ADA Coordinator or a member of the ADA Unit shall review all ADA
2 Requests within seven (7) days to evaluate them for any emergent issues that require an
3 expedited response. Where an emergent issue is identified, the ADA unit shall respond
4 within 48 hours of review and facilitate, as needed, obtaining any information required
5 from AFBH to provide a response and/or scheduling an emergency appointment with
6 AFBH staff as needed. For non-emergent issues the ADA Unit shall provide a response
7 within thirty (30) days of receipt of such a request. All ADA Requests and responses shall
8 be documented in the ADA tracking system. Defendants shall inform individuals with
9 Psychiatric Disabilities of the process for submitting ADA Requests in a manner that is
10 effectively communicated. Where an individual is unable to submit written or electronic
11 requests the individual may make a request orally and the Multi-Service deputy, housing
12 unit staff, and/or the ADA Unit shall assist the individual in submitting the request in
13 writing.

14 **(b) ADA Grievances**

15 Defendants shall provide and maintain a grievance system that provides for prompt
16 and equitable resolution of complaints by individuals with Psychiatric Disabilities who
17 allege disability-related violations. Defendants' grievance form shall continue to include a
18 checkbox or similar means to identify that the grievance is ADA-related. Defendants shall
19 train grievance staff to route "ADA" grievances appropriately even if the individual who
20 filed the grievance did not check the "ADA" checkbox. Once implemented, the ADA
21 Tracking System shall route grievances relating to class members who are Behavioral
22 Health Clients to AFBH for their review in case there are underlying mental health issues
23 that are driving the grievances. ADA staff shall consult with AFBH prior to imposing any
24 grievance-related restrictions on class members who are Behavioral Health Clients. Until
25 the ADA Tracking System is implemented the ADA Unit shall review and route
26 grievances filed by individuals with SMI electronically to AFBH for review. AFBH shall
27 assist as necessary in resolving issues raised by class members in grievances, including
28 meeting with the grievant as needed.

1 The ADA Coordinator or a member of the ADA unit shall: (i) review all ADA-
2 related complaints; (ii) assign an ADA-trained staff person to investigate the complaints,
3 and/or interview the individual to the extent his or her complaint or requested reasonable
4 modification is unclear or consult with AFBH as appropriate; and (iii) provide a
5 substantive written response. The ADA Coordinator or a member of the ADA Unit shall
6 review all ADA-related grievances within seven (7) days to evaluate them for any
7 emergent issues that require an expedited response. Where an emergent issue is identified,
8 the ADA unit shall respond within forty-eight (48) hours of review and facilitate, as
9 needed, obtaining any information required from AFBH to provide a response and/or
10 scheduling an emergency appointment with AFBH staff as needed. For non-emergent
11 issues the total response time for all ADA-related grievances shall be thirty (30) days from
12 receipt. All ADA-related grievances and responses, including provision of interim
13 reasonable modifications, shall be documented and tracked in the ADA Tracking System
14 Grievance Module.

15 **IV. MONITORING & IMPLEMENTATION**

16 **A. Development of Policies, Procedures, and Training**

17 All policies, procedures, and forms shall be developed and implemented within six
18 (6) months of the Effective Date. Defendants shall work with the agreed-upon Joint
19 Experts to develop and implement updated policies, procedures, and any necessary forms
20 mentioned within this Consent Decree or otherwise needed to implement the provisions of
21 this Consent Decree. Class Counsel shall be provided an opportunity to review all
22 policies, procedures, and necessary forms before they are finalized and provide their
23 comments to the relevant Joint Expert(s) and Defendants. All policies, procedures, and
24 necessary forms will also be shared with the Department of Justice. Final versions of all
25 policies, procedures, and forms shall be approved by the relevant Joint Expert(s).

26 Staff, including ACSO and AFBH staff, shall be trained on any and all relevant and
27 updated policies, procedures and forms within ninety (90) days of finalization of any new
28 policies, procedures, and/or forms. Defendants shall consult with the relevant Joint

1 Expert(s) regarding the content and provider of trainings depending on the subject matter
2 of the training. The final training materials as well as the proposed duration and manner of
3 instruction, which shall include an interactive component, must be approved by the
4 relevant Joint Expert(s) and shall be provided to Class Counsel prior to training for Class
5 Counsel's input. Final training materials will also be shared with the Department of
6 Justice. Class Counsel shall be permitted to attend the initial training(s) in order to
7 observe. The relevant Joint Expert(s) may also attend the training(s) upon request.

8 To the extent the Parties disagree about the adequacy of final policies, procedures,
9 forms, trainings and/or training materials, the Parties shall utilize the dispute resolution
10 procedure set forth herein.

11 **B. Development of Implementation Plan**

12 Within three (3) months of the Effective Date, the Parties shall develop a detailed
13 plan setting forth key benchmarks for implementation of the terms of this Consent Decree.
14 This shall include a timeline with identifiable goals and any necessary interim measures
15 that will need to be taken. It is the Parties' intent to provide, in as much as detail as
16 possible, the deliverables that will be identified for monitoring purposes both during the
17 interim period and thereafter.⁷ The Parties shall update the implementation plan on a
18 quarterly basis for the first two (2) years following the Effective Date to adjust benchmarks
19 and deadlines and to address any issues regarding implementation.

20 **C. Monitoring by Joint Experts**

21 As described in Section IV(A), the Parties agreed to retain a panel of Joint Experts⁸
22 to evaluate the policies, procedures, practices, and conditions regarding mental health
23

24 ⁷ For instance, AFBH is committed to developing treatment plans for qualifying
25 individuals as part of its commitment to reform the mental health services it provides to
26 incarcerated persons. It is anticipated that the parties will establish quarterly goals for the
27 completion of treatment plans for qualifying individuals.

28 ⁸ Dr. James Austin (classification); Kerry Hughes, M.D. (mental health services); Terri
McDonald (custody operations and restrictive housing); and Michael Brady and Rick
Wells from Sabot Consulting (disability access and custody staffing). Eloisa Carolina
Montoya, Psy.D., replaced Dr. Hughes as mental health services expert as of May 3, 2021.

1 services, including suicide prevention, custody operations, classification, restrictive
2 housing, disability rights, and other issues in the Jail and to complete reports with their
3 findings. In the event the Joint Experts are required to collaborate on a recommendation,
4 they shall coordinate and advise the Parties who will serve as a Coordinator. The
5 Coordinating Expert is not in a leadership role over the Joint Experts, but rather, serves to
6 coordinate responses in instances where more than one expert needs to be involved in
7 making a recommendation.

8 ACSO and AFBH shall each designate an agreement coordinator within thirty
9 (30) days of Effective Date to serve as a point of contact for the joint experts.

10 The Parties agree that Defendants shall continue to retain and to use the Joint
11 Experts as subject matter monitors who shall monitor Defendants' compliance with the
12 Consent Decree and assist in implementing changes as necessary.

13 If, for any reason, any of the Joint Experts can no longer serve or the Parties jointly
14 wish to engage a different or additional monitor, the Parties shall first meet and confer to
15 attempt to agree on who shall be appointed to serve as the replacement monitor.

16 If the Parties are unable to agree on the replacement monitor, the Parties shall each
17 submit a list of two (2) proposed new monitor candidates, all of whom shall have already
18 agreed to be subject to, and comply with, the County's contracting requirements, to the
19 Honorable Magistrate Judge Laurel Beeler.

20 Prior to submitting their respective lists to Judge Beeler, the Parties agree to meet
21 and confer to ensure that each proffered candidate is eligible to be considered. If a
22 proposed candidate is found to be ineligible due to their inability or unwillingness to
23 comply with the County's contractual requirements or due to a conflict of interest, the
24 Party who proposed that candidate shall be given an opportunity to propose an alternative
25 candidate for consideration. The Parties shall submit written suggestions to Judge Beeler
26 as to who to select from the lists. Judge Beeler shall then select the new monitor from the
27 lists, and Defendants shall retain the new monitor.

28

1 **1. Joint Expert Facility Tours**

2 Each Joint Expert shall conduct biannual tours and program reviews regarding their
3 respective areas. Joint Experts may choose to tour together and otherwise share
4 information received from Defendants between themselves where doing so would increase
5 efficiency or otherwise be of benefit. Class Counsel and Counsel for Defendants may
6 attend the tours. No more than two attorneys for each side may attend. The Parties may
7 jointly agree in writing to conduct monitoring on a less frequent basis if the Parties agree
8 such reduction is appropriate based on the current circumstances. If the Parties cannot
9 agree on the frequency of the Joint Experts' touring, they shall utilize the dispute
10 resolution procedure set forth herein.

11 Defendants shall provide the Joint Experts, Class Counsel, and the Department of
12 Justice with access to records, reports, and documents the Joint Experts deem necessary to
13 evaluate Defendants' ongoing compliance. The Joint Experts shall have access to ASCO
14 and AFBH staff, including contractors, and individuals incarcerated at the Jail, for
15 interviews as they deem appropriate. The Joint Experts' interviews with class members
16 and staff shall be conducted confidentially and outside the presence of Staff (for class
17 member interviews), Class Counsel, and Defense Counsel unless otherwise agreed by both
18 Parties. The Joint Experts shall also have access to documents, including budgetary,
19 custody, and mental health care documents, and institutional meetings, proceedings, and
20 programs to the extent the Joint Experts determine such access is needed to fulfill their
21 obligations.

22 **2. Joint Expert Reports**

23 The Joint Experts shall prepare written reports within forty-five (45) days after
24 monitoring tours that shall evaluate the status of compliance for each relevant provision of
25 the Consent Decree using the following standards: (1) Substantial Compliance; (2) Partial
26 Compliance; and (3) Non-Compliance. The Joint Experts' reports shall also recommend
27 specific actions the Joint Experts believe are necessary to substantially comply with the
28 Consent Decree.

1 In order to encourage candor and completeness by ACSO and AFBH Staff and
2 contractors, the Joint Expert's final reports shall be considered confidential and treated
3 confidentially by all parties. Upon request, final reports shall be shared with the
4 Department of Justice. Additionally, counsel for the County may review the final reports
5 with the County, including the Alameda County Board of Supervisors, and any other
6 officers and employees of the County instrumental to carrying out the recommendations.
7 Final reports that are shared with the Department of Justice or with any County officer or
8 employee shall remain confidential. Class Counsel may also discuss the contents of the
9 final reports with class members, but agree not to provide copies of the reports to class
10 members. Final reports may also be filed in Court under seal as permitted by the Court in
11 connection with any disputes related to the Consent Decree.

12 The Joint Experts shall also prepare a non-confidential "Summary of
13 Recommendations and Conclusions" ("Summary") of the written reports. The Summary
14 shall be comprehensive and shall contain all pertinent findings and recommendations
15 related to the final report at issue.

16 The Parties agree that they are each entitled to engage in *ex parte* communications
17 with the Joint Experts for the duration of the Consent Decree.

18 All of the Joint Experts' findings and recommendations shall be set forth in writing
19 in their respective reports. To the extent reports discuss protected health information or
20 other confidential mental health information, they shall be prepared using number or letter
21 codes to refer to class member identities at issue, with a separate key identifying the class
22 members by name and booking number, so that the reports can be shared with custody
23 staff and publicly filed, where necessary, on the Court's docket.

24 The Parties shall have fourteen (14) days to make written comments or objections to
25 the report and Summary. The report and Summary shall become final after fourteen
26 (14) days if no party has made written comments or objections. If any party has made
27 written comments or objections, the Joint Experts shall have fourteen (14) days to revise
28 the report and/or Summary in response to the Parties' comments or objections. If the Joint

1 Experts have made no such revisions within fourteen (14) days of receiving the Parties'
2 comments or objections, the report and/or Summary shall become final without changes
3 unless a Party asserted an objection on the basis of confidentiality.

4 If either Party objects to the inclusion or exclusion of any content in the final report
5 and/or Summary on the basis of confidentiality, and the Joint Expert elects not to revise
6 their report and/or Summary in response to the Party's objection(s) after 14 days, the Party
7 may invoke the dispute resolution procedure set forth herein. The Summary shall not be
8 publicly filed until the Party's dispute regarding the inclusion or exclusion of any content
9 on the basis of confidentiality is resolved through the dispute resolution procedure. The
10 Joint Experts' Summaries shall be public and not considered confidential once the dispute
11 is resolved, or if there are no objections on the basis of confidentiality, once the Summary
12 becomes final.

13 Under no circumstances will a publicly available Summary contain protected health
14 information or information that would pose a legitimate safety and/or security risk to the
15 institution. Such information may be redacted from any publicly posted version.

16 **D. Monitoring by Class Counsel**

17 Defendants shall permit Class Counsel reasonable access to tour the jail facilities,
18 meet with County staff, including mental health contractor-providers and other third-party
19 entities providing educational and other related programming (such as Five Keys), and
20 class members, and observe practices related to Defendants' compliance with the
21 provisions of this Consent Decree, so long as Class Counsel believe in good faith such
22 information is necessary to monitor Defendants' compliance with the Consent Decree.
23 Class Counsel shall have reasonable access to County staff, including mental health
24 contractor-providers and other third-party entities providing educational and other related
25 programming (such as Five Keys), and class members to ensure a full evaluation, but shall
26 not speak with County staff (including mental health contractor-providers and other third-
27 party contractors) outside of the presence of Defense Counsel unless otherwise agreed to
28 by Defense Counsel. Interviews of class members by Class Counsel shall be conducted

1 confidentially and outside the presence of Defense Counsel and Staff. Interviews with
2 County staff may be conducted outside the presence of other jail staff or supervisors but
3 shall be conducted in the presence of Defense Counsel unless Defense Counsel agrees
4 otherwise. Class Counsel shall not be entitled to personnel records, including records and
5 information deemed confidential pursuant to California Penal Code § 832.7.

6 Class Counsel's tours shall not exceed more than three tours annually for each of
7 the first two (2) years following the Effective Date. Thereafter, Class Counsel may
8 conduct up to two tours of the jail per year. Class Counsel may, however, bring a motion
9 seeking authorization from the Court to conduct a third monitoring tour in any given year
10 (after the first two (2) years) provided they first comply with the dispute resolution process
11 set forth herein. Defendants' counsel may attend Class Counsel's tours. No more than
12 two (2) representatives per side may attend. Unless otherwise agreed by the Parties or
13 ordered by the Court, monitoring tours by Class Counsel shall be separated by a period of
14 no less than ninety (90) days. Nothing herein prevents Class Counsel from visiting or
15 otherwise communicating with class members as necessary.

16 Defendants shall also permit the Department of Justice, including a mental health
17 subject matter expert selected and paid for by the Department of Justice, the same access to
18 jail facilities, personnel, contractors, third parties, and inmates as described herein with
19 respect to Class Counsel. Interviews with inmates shall be conducted confidentially.

20 Tours by the Department of Justice pursuant to this agreement shall not exceed
21 more than two tours annually. Tours conducted by the Department of Justice shall be
22 performed contemporaneously with monitoring by the relevant Joint Expert. Counsel for
23 the Parties may attend the Department of Justice's tours. The Department of Justice's
24 mental health subject matter expert will not issue any public compliance report or
25 compliance findings following any tour. Subject to all relevant laws, regulations, or court
26 orders, any reports or findings made by the Department of Justice's mental health expert
27 will be maintained confidentially by the Department of Justice.

28 **1. Requests for Documents and Individual Advocacy**

1 Defendants shall provide Class Counsel with reasonable access to records, reports,
2 and documents necessary to evaluate Defendants' ongoing compliance with the Consent
3 Decree, including but not limited to, copies of all grievances and requests related to mental
4 health treatment, out-of-cell time, use of force, and accommodations for class members
5 with Psychiatric Disabilities as well as Defendants' written responses to the grievances
6 and/or requests. If the Parties cannot agree on the reasonableness of Class Counsel's
7 request, the Parties shall meet and confer to address any disagreements. Defendants shall
8 provide Class Counsel with such information within twenty-one (21) calendar days of the
9 request, unless a longer period of time is necessary. Disputes regarding access to
10 documents shall be subject to the dispute resolution procedure set forth herein.

11 Where Class Counsel has a good faith basis for doing so, they may bring individual
12 class member concerns on topics covered by this Consent Decree to the attention of
13 Defendants in writing. Defendants shall respond in writing within ten (10) business days,
14 unless otherwise agreed to by the Parties. This process is not meant to replace or
15 circumvent the existing Jail processes for requesting mental health services or submitting
16 grievances. Class Counsel shall encourage inmates to make use of those existing processes
17 except where exigent circumstances or failures of those processes have occurred.

18 **2. Reporting**

19 Defendant shall provide Class Counsel and the Department of Justice with the
20 following quarterly reports: (a) a report identifying all class members with SMI, including
21 where they are housed, any accommodations they receive, and to which programs the class
22 members are assigned; (b) a report of out-of-cell time provided in all Restrictive Housing
23 Units and Therapeutic Housing Units and maximum security housing units; and (c) a
24 report detailing the use of safety cells over the preceding quarter including how many
25 times they were used and for how long on each occasion.

26 **V. DISPUTE RESOLUTION**

27 If a dispute arises about compliance with the Consent Decree, the Parties shall meet
28 and confer in an attempt to resolve the dispute. With thirty (30) days' notice to Defendants

1 of a possible dispute, Class Counsel may bring in an expert or consultant to attend any of
2 Class Counsel's tours and/or to review relevant documentation and/or otherwise interview
3 class members. Defendants reserve their rights to utilize the dispute resolution process
4 with respect to any fees charged by Class Counsel's expert to the County. If that process is
5 not successful, either party may seek to mediate the dispute with the assistance of
6 Magistrate Judge Beeler or if she is unavailable, another magistrate judge or mediator. If
7 the mediation is unsuccessful, either Party may apply to the Court for relief.

8 **VI. SETTLEMENT APPROVAL PROCESS**

9 **A. Motion for Preliminary Approval**

10 The Parties shall jointly move the Court within thirty (30) days of execution of this
11 Consent Decree for an Order granting Preliminary Approval of this Consent Decree and
12 setting a hearing for Final Approval of this Consent Decree.

13 **B. Class Notice**

14 The Parties shall negotiate and draft a proposed notice to the Class, which shall
15 include the terms of this Consent Decree and their right to object thereto. The proposed
16 notice shall be attached to and incorporated into this Consent Decree as **Exhibit D**.

17 The Parties shall develop a plan for posting the notice. At a minimum, the notice
18 plan shall include the following: (1) posting notice in all intake and housing units of the
19 Jails; (2) posting notice on Class Counsel's website; (3) posting notice on the tablets used
20 by class members; and (4) posting notice on the television-notification system inside the
21 Jail. The Parties shall provide alternate format copies of the notice upon request. Notice
22 shall be posted/distributed by the Parties within twenty-one (21) days of the date of the
23 Court's Order granting preliminary approval, and shall remain posted so long as the
24 Consent Decree is in effect, absent further order of the Court. The Parties shall submit
25 declarations to the Court as part of the motion for final approval confirming that notice has
26 been issued according to this paragraph.

27 **C. Fairness Hearing**

28 The Parties shall take all procedural steps regarding the fairness hearings as may be

1 requested by the Court and shall otherwise use their respective best efforts to consummate
2 the agreement set forth in this Consent Decree, and to obtain final Court approval of this
3 Consent Decree and entry of Judgment. If, for any reason, the Court does not approve this
4 Consent Decree, the executed Consent Decree shall be null and void. Upon final approval
5 by the Court, this Consent Decree shall be binding upon the Defendants, Plaintiffs, and all
6 Class and Disability Subclass members and shall constitute the final and complete
7 resolution of all issues addressed herein.

8 **VII. ATTORNEY'S FEES AND COSTS**

9 The Parties agree that, by entry of this Consent Decree, Plaintiffs shall be
10 considered the prevailing party in this litigation. The Prison Litigation Reform Act
11 (PLRA), 42 U.S.C. Section 1997e, limits the hourly rate at which counsel may be
12 compensated for claims alleging constitutional violations under 42 U.S.C. § 1983. Other
13 claims, including those under the Americans with Disabilities Act and the Rehabilitation
14 Act, are not subject to such statutory limits and Courts, in their discretion, may or may not
15 apply the non-capped rates where the claims are intertwined. Notwithstanding the
16 foregoing, subject to Court approval, the Parties have reached a compromise and
17 Defendants have agreed to pay Plaintiffs' counsel \$2,150,000.00 for reasonable fees and
18 expenses incurred through Final Approval of the Consent Decree.

19 Plaintiffs' counsel shall be compensated ("Monitoring Fees") for their reasonable
20 time and reasonable expenses (the sum of which includes the costs of any consultants
21 Plaintiffs may reasonably retain) relating to monitoring this Consent Decree. The
22 Monitoring Fees shall not apply to any fees and costs that Plaintiffs may incur in enforcing
23 or defending the Consent Decree in court. If Class Counsel prevail in enforcing or
24 defending the terms of the Consent Decree, Class Counsel shall be entitled to attorneys'
25 fees and costs to be awarded by the Court. Defendants may be awarded attorneys' fees
26 and costs only when the Court, in the exercise of its discretion, finds that the Class
27 Counsel's motion was frivolous, unreasonable, or without foundation. Defendants retain
28 the right to challenge any such motions for Class Counsel's fees and costs on any legally

1 appropriate basis, including on the basis of reasonableness of hours and/or rates and the
2 applicability of the PLRA rate cap.

3 The Parties have agreed to the following yearly caps on Class Counsel's Monitoring
4 Fees, beginning as of the Effective Date, up to: \$550,000 for year one; \$450,000 for year
5 two; \$375,000 for year three; \$300,000 for each of years four and five; and \$275,000 for
6 year six and for each of any subsequent years. At quarterly intervals starting three
7 (3) months after the Effective Date, Plaintiffs shall provide Defendants with a written
8 demand for Monitoring Fees using Class Counsel's ordinary rates. Such demand shall be
9 submitted within a reasonable time after the expiration of each quarterly period, and no
10 later than thirty (30) days absent written agreement otherwise. Defendants shall issue
11 payment within sixty (60) days of receipt absent written agreement otherwise. Demands
12 made within the agreed-upon caps shall generally be presumed reasonable. To the extent
13 the parties cannot agree as to reasonableness of hours incurred or work performed, such
14 disputes shall be subject to the Dispute Resolution procedures contained herein. Class
15 Counsel shall not bill their time spent reviewing or compiling quarterly invoices but may
16 seek fees on fees for time spent in the Dispute Resolution process, including for time spent
17 litigating any disputes regarding Monitoring Fees before the Court.

18 **VIII. EFFECT OF CONSENT DECREE IN OTHER ACTIONS**

19 Neither the fact of this Consent Decree nor any statement of claims contained
20 herein shall be used in any other case, claim, or administrative proceedings, except that
21 Defendants and their employees and agents may use this Consent Decree and any
22 statement contained herein to assert issue preclusion or *res judicata*.

23 **IX. DURATION AND TERMINATION**

24 This Consent Decree shall remain in effect for six (6) years from the date it is
25 entered by the Court, unless it is terminated earlier pursuant to the processes set forth
26 below.

27 Defendants may seek termination of this Consent Decree by bringing a termination
28 motion pursuant to 18 U.S.C. § 3626(b)(1)(A)(i), provided however, that Defendants shall

1 not bring any such motion for a period of two (2) years from the Effective Date.
2 Defendants shall comply with the dispute resolution process described herein prior to
3 seeking termination by the Court.

4 If, at any time during the term of this Consent Decree, the Parties agree that any
5 material component has reached Substantial Compliance, they may jointly request a
6 finding by the Court that the material component may be terminated from the Consent
7 Decree and is no longer subject to monitoring. Defendants may also request a finding by
8 the Court that they are in substantial compliance with one or more material components of
9 the Consent Decree and shall base such request on evidence that they have maintained
10 such substantial compliance for a period of at least twelve months, provided that, before
11 requesting such a finding, Defendants shall have complied with the dispute resolution
12 process described herein. Unless otherwise ordered by the Court, such a finding shall
13 result in a suspension of monitoring of any such material component(s) by the relevant
14 Joint Monitor and Class Counsel.

15 If Plaintiffs form the good faith belief that Defendants are no longer in substantial
16 compliance with any material component(s) of the Consent Decree previously found to be
17 in substantial compliance as to which monitoring has been suspended, Plaintiffs shall
18 promptly so notify Defendants in writing and present a summary of the evidence upon
19 which such belief is based. Within thirty (30) days thereafter, Defendants shall serve a
20 written response stating whether they agree or disagree that they are no longer in
21 substantial compliance with respect to that material component of the Consent Decree. In
22 the event that Defendants agree, monitoring by the Joint Expert and Class Counsel
23 pursuant to this Consent Decree shall resume. In the event Defendants disagree, Plaintiffs
24 may bring a motion before the Court seeking such relief as may be appropriate, including
25 but not limited to, reinstating full monitoring provided that, before bringing such a motion,
26 Plaintiffs shall have complied with the dispute resolution process described herein.

27 A year before the end of the six (6)-year term, the Parties and the Joint Experts shall
28 conduct a comprehensive compliance inspection of the Jail. The Joint Experts shall then

1 advise the Parties of their findings in reports, which would be governed by the provisions
2 on Expert Reports in Section IV(C). The Parties shall then meet and confer to see if the
3 Parties could reach agreement regarding ending or extending the consent decree in whole
4 or in part. If the Parties fail to reach agreement, then the Parties shall use the dispute
5 resolution procedure.

6 **X. RESERVATION OF JURISDICTION AND ENFORCEMENT**

7 The District Court of the Northern District of California shall retain jurisdiction to
8 enforce the terms of this Consent Decree and shall retain jurisdiction to resolve any dispute
9 regarding compliance with this Consent Decree. The Court shall have the power to
10 enforce the Consent Decree through specific performance and all other remedies permitted
11 by law and equity throughout the Term of this Consent Decree.

12 **XI. MISCELLANEOUS**

13 **A. Knowing Agreement**

14 The Parties each acknowledge that they are entering into this Consent Decree
15 freely, knowingly, voluntarily, and with a full understanding of its terms. The Parties
16 acknowledge that they have consulted with counsel of their own choosing concerning this
17 Consent Decree and that they were given reasonable time to review and consider the terms
18 of this Consent Decree.

19 **B. Binding on Successors**

20 This Consent Decree shall be binding on all successors, assignees, employees,
21 agents, and all others working for or on behalf of Defendants and Plaintiffs.

22 **C. Construction**

23 The language of this Consent Decree shall be construed as a whole according to its
24 fair meaning, and not strictly for or against any of the Parties. The terms of this Consent
25 Decree are the product of joint negotiations and shall not be construed as having been
26 authored by one party rather than another. Any ambiguity shall not be construed against
27 any Party. Where required by context, the plural includes the singular and the singular
28 includes the plural. The headings in this Consent Decree are solely for convenience and

1 shall not be considered in its interpretation.

2 **D. Severability**

3 If any provision or provisions of this Consent Decree shall be held invalid, illegal,
4 or unenforceable, the validity, legality, and/or enforceability of the remaining provisions
5 shall not in any way be affected or impaired thereby.

6 **E. Counterparts**

7 This Consent Decree may be executed in counterparts, each of which shall be
8 considered an original, but all of which, when taken together, shall constitute one and the
9 same instrument.

10 **F. Governing Law**

11 The terms of this Consent Decree shall be governed by and construed in accordance
12 with the laws of the State of California.

13 **G. Execution of Documents**

14 To the extent any documents are required to be executed by any of the Parties to
15 effectuate this Consent Decree, each party hereto agrees to execute and deliver such and
16 further documents as may be required to carry out the terms of this Consent Decree.

17 **H. Signatories**

18 Each signatory to this Consent Decree certifies that it, he, or she is fully authorized
19 by the party it, he, or she represents to enter into the Consent Decree, to execute it on
20 behalf of the party represented, and to legally bind that party thereto.

21 **I. Notices and Communication**

22 Unless otherwise indicated in the Consent Decree, all notices or communications
23 required by this Consent Decree shall be in writing by email addressed as stated below.
24 Should any Party's contact information change from what is listed below, that Party shall
25 promptly provide written notice of the updated contact information to the other Parties.

26 **To Named Plaintiffs, Class Counsel, or the Settlement Class:**

27 Jeffrey L. Bornstein
28 Rosen Bien Galvan & Grunfeld LLP
101 Mission Street, Sixth Floor

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2 jbornstein@rbgg.com

3 **To Named Defendants or Defense Counsel:**

4 Gregory B. Thomas
5 Burke, Williams & Sorensen, LLP
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12 Walnut Creek, CA 94596
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14 DATED: August 25, 2021


Respectfully submitted,

ROSEN BIEN GALVAN & GRUNFELD LLP

15 By: 
16 Jeffrey L. Bornstein
17 Attorneys for Plaintiffs


18 DATED: August 25, 2021

BURKE, WILLAMS & SORENSEN LLP

19 By: 
20 Gregory B. Thomas
21 Temitayo O. Peters
22 Attorneys for Defendants

23 DATED: August 25, 2021

HANSON BRIDGETT LLP

24 By: 
25 Paul B. Mello
26 Samantha D. Wolff
27 Attorneys for Defendants

28

EXHIBIT A

Santa Rita Jail COVID-19 & Flu Outbreak Control Plan

| Record Keeping | |
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| 1. A COVID-19 line list should be kept and updated daily with new cases and new quarantined units as soon as they are identified. | Infection Control Team/ Record-Keeping Team |
| 2. A separate Influenza line list should be kept and updated daily with new confirmed cases, persons who have influenza-like illness, and new quarantined units as soon as they are identified | Infection Control Team/ Record-Keeping Team |
| 3. A separate line list should be kept tracking staff who fall ill or are on leave for other reasons. | HSA/Infection Control Team/ Record-Keeping Team |
| 4. The line lists should be reviewed daily, and new details added every 24 hours. | Infection Control Team |
| Communication | |
| 1. An email list should be set up to include the following: <ol style="list-style-type: none"> a. Wellpath: HSA, AHSA, DON, Medical Director, Infection Control Team, Supervising RNs and core Medical Providers b. ACSO: SRJ Captains, Clinic Sergeant, Contracts Lieutenant, Watch Commanders from all teams, Classification Lieutenant, Classification Sergeant, Visiting Sergeant, Projects Lieutenant, ITR Lieutenant, Inmate Services Lieutenant or Admin Sergeant, Admin Lieutenant, Compliance Lieutenant, and Commander c. AFBH Clinical Manager, AFBH Leadership d. Pharmacy Manager e. Contractors: Food service, Housekeeping, GSA/BMD | Medical Director/HSA/Contracts Lieutenant |
| 2. Supervising RNs are in charge of notifying the Wellpath Admin Team, the Infection Control Team, and the <u>Watch Commander</u> of new COVID and/or Influenza cases/quarantined units/pods via email. | Supervising RNs/ Record- Keeping Team |

Santa Rita Jail COVID-19 & Flu Outbreak Control Plan

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| <p>3. Daily communication should take place between key staff via email, phone and/or in person</p> <p style="margin-left: 20px;">a. Daily meetings should occur if the situation is changing rapidly</p> <p style="margin-left: 20px;">b. The line list should be emailed daily</p> | <p>Medical Director/HSA/Infection Control Team</p> |
| <p>4. Communication should be set up with Alameda County Public Health Department</p> | <p>Medical Director/Infection Control Team</p> |
| <p>5. The line lists and other updates should be emailed daily to the ACPHD</p> | <p>Infection Control Team</p> |
| <p>6. Positive COVID and/or Influenza results will be promptly communicated to the ACPHD</p> | <p>Infection Control Team</p> |
| <h3>Supplies</h3> | |
| <p>1. PPE supplies: masks, gloves, hand sanitizer etc. should be secured for both staff and inmates. Eye protection and gowns should be available when needed.</p> | <p>Infection Control Team/AHSA/Projects Lieutenant</p> |
| <p>2. Testing: adequate supplies of lab tests for each illness should be secured</p> | <p>Infection Control Team/AHSA/Lab staff</p> |
| <p>3. Medications: adequate supplies of medications should be secured</p> | <p>Infection Control Team/Pharmacy</p> |
| <p>4. Vaccination: Influenza vaccine will be secured per the allotment from Wellpath, Public Health and Maxor pharmacy.</p> | <p>Infection Control Team/Pharmacy</p> |
| <h3>Influenza Vaccine Criteria</h3> | |
| <p>1. Phase 1: ORANGE patients should be offered Influenza vaccines as a first priority.</p> | <p>Infection Control Team</p> |
| <p>2. Phase 2: Age criteria (ages 55 and older) should be offered the Influenza vaccine, if supply allows.</p> | <p>Infection Control Team</p> |
| <p>3. Phase 3: All other inmates in the facility should be offered the Influenza vaccine, if supply allows.</p> <ul style="list-style-type: none"> • Bi-weekly base-wide vaccination will be offered, if supply allows, for all patients who initially refused or were not offered. | <p>Infection Control Team</p> |

Santa Rita Jail COVID-19 & Flu Outbreak Control Plan

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| 4. Phase 4: All ORANGE inmates at time of booking should be offered the Influenza vaccine, if supply allows. | Infection Control Team |
| COVID-19 Vaccine Criteria | |
| <ol style="list-style-type: none"> 1. COVID-19 Vaccine administration to patient population will have two distinct steps prior to administration of the Vaccine. <ul style="list-style-type: none"> • The facility will provide an educational campaign that will include video and written material that showcase the safety and efficacy of the COVID-19 vaccines • A prior consent process will occur for all three tiers of vaccine administration to both further encourage vaccine compliance, and allow for an accurate capture of expected doses for ordering the vaccine from the ACPHD. | Infection Control Team |
| <ol style="list-style-type: none"> 2. The COVID-19 Vaccine administration will follow the prioritization schedule recommended by the ACPHD. <ul style="list-style-type: none"> • First Tier – Patients with an Orange medical alert and patients who have a CDC comorbidity that increases risk of complications such as hospitalization or mortality. • Second Tier – Pod/Inmate Workers and patients living in Dormitory-style Housing Units • Third Tier – All other incarcerated patients | Infection Control Team |
| Staff Protection | |
| 1. Staff should be informed of an outbreak promptly. | HSA/ACSO Captains |
| 2. Staff should be encouraged to receive their seasonal influenza vaccine as early as October 1, 2020. If staff do not receive their Influenza vaccine, mask wearing will continue to be mandatory. | Infection Control Team |
| 3. Staff who had received their influenza vaccine will be provided a label that indicates compliance for their ID badge. | Infection Control Team |
| 4. Staff will have their temperature taken and a symptom screen done before entering the facility. Persons with temperature $\geq 100^{\circ}$ or symptoms of fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and diarrhea will be sent home until they are afebrile for at least 24 hours, symptoms have improved, and at least 10 days have passed since onset of their symptoms. Refer to County Guidance documents for additional information. If the employee is positive for COVID, then CDC guidance would be followed | HSA/ACSO Captains |

Santa Rita Jail COVID-19 & Flu Outbreak Control Plan

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| 5. All staff should wear appropriate PPE when in contact with potentially infected individuals. Staff should wear a N95 mask, goggles and gloves, and should don a gown if in close proximity to a patient, especially when performing procedures likely to expose them to respiratory secretions. | HSA/ACSO Captains |
| 6. If N95 masks are not available, staff should wear surgical masks and eye protection and attempt to maintain distance from the patient. | HSA/ACSO Captains |
| 7. Staff should have surgical, or cloth masks available to hand to any inmate if a mask is not readily available to them. | HSA/Projects Lieutenant |
| 8. Any staff displaying signs of illness should sent home until they are no longer contagious, symptomatic and/or their quarantine period is lifted. | HSA/ACSO Captains |
| 9. If Wellpath or ACSO were to experience staffing shortages (e.g., 10% or more of staff affected) then will discuss with ACPHD if it is possible for asymptomatic exposed persons with a pending test are able to work in accordance with CDC guidelines (https://www.cdc.gov/coronavirus/2019-ncov/hcp/mitigating-staffshortages.html). If approved by ACPHD, staff who think they may have been exposed to a COVID-19 positive person may continue to work, pending a test, if asymptomatic. They must perform a temperature check and symptom screen twice a day, and should self- quarantine if they display any signs or symptoms. Staff should wear surgical masks and attempt to maintain distance from patients and staff. Staff must follow standard quarantine requirements when not at work. | HSA/ACSO Captains |
| ITR Procedures | |
| 1. Arrestees who have not reported symptoms of COVID-19 or Influenza to the arresting agency will receive a Supplemental screening questionnaire in the tent outside the lobby during the outbreak. | Director of Nursing/ITR Lieutenant |
| 2. Arrestees reporting symptoms of COVID-19 or Influenza, or exposure risk, to the arresting agency will remain in the car for their initial medical screening. | Director of Nursing/ITR Lieutenant |
| 3. Arrestees will be questioned about current COVID-19 and Influenza symptoms (including fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and diarrhea), or about contact with known or suspected COVID-19 cases, or travel to high risk areas. | Director of Nursing/ITR Lieutenant |

Santa Rita Jail COVID-19 & Flu Outbreak Control Plan

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| 4. Arrestees arriving at ITR reporting concerning symptoms should be provided with appropriate PPE while being assessed for fitness for incarceration. | Director of Nursing/ITR Lieutenant |
| 5. Usual acceptance policies should be followed during an outbreak. Inmates who would normally be accepted will be accepted, as long as the facility has current capacity to provide appropriate housing (isolation, OPHU etc.), and medical care for the inmate. | Director of Nursing/ITR Lieutenant/Watch Commanders |
| 6. If an arrestee with concerning symptoms or high-risk history is accepted past the bubble, they must be placed in an isolation room in ITR during processing, and the room should be sanitized after their departure. | Director of Nursing/ITR Lieutenant |
| 7. If there are not enough single-room isolation cells in ITR, then will follow CDC guidance on isolation and quarantine of inmates. https://www.cdc.gov/coronavirus/2019-ncov/community/correction-detention/guidance-correctional-detention.html | Director of Nursing/ITR Lieutenant |
| 8. Ideally, inmates with increased risk for COVID-19 or Influenza complications should be cohorted away from the sick while held in ITR (ORANGE) (High risk for COVID: 65 and older, Pregnant, Asthma [Moderate-or- severe asthma who have one or more of the following risk factors for an asthma exacerbation (i.e., hospitalization for asthma in past year, history of GERD, BMI of 30 or higher, atopic conditions such as atopic dermatitis or allergic rhinitis) or who have a risk for hospitalization for COVID (i.e., aged 50 years or older)]Chronic Lung Disease (to include COPD), Diabetes aged 50 years and older or any diabetic who is insulin dependent or has uncontrolled diabetes, Serious Heart Conditions (to include heart failure, coronary artery disease, congenial heart disease, cardiomyopathies, and pulmonary hypertension), Chronic Kidney Disease requiring Dialysis (to include all patients on Dialysis), Severe Obesity (BMI of 40 or above), Immunocompromised (to include patients receiving cancer treatment, organ transplants, immune deficiencies, HIV with low CD4 count, or not taking any HIV treatment), Liver Disease (to include cirrhosis) and Sickle Cell disease. (For further definition of high-risk vulnerable patients, refer to CDC guidance) ORANGE patients, with symptoms, should be considered for OPHU housing as a RED patient. ORANGE patients, with symptoms, should be started on Tamiflu pending the results of their PCR tests. | Director of Nursing/ITR Lieutenant |
| 9. Patients set to be released, transferred, or sent to a program will be provided education and/or screening based on their situation. If they are currently (YELLOW) or (RED), or have been provided the COVID-19 vaccine in a form that requires a second dose, they will be provided an instruction sheet giving them information for necessary precautions or follow up. Vaccine recipients will be provided a copy of their vaccination card. | Director of Nursing/ITR Lieutenant |

Santa Rita Jail COVID-19 & Flu Outbreak Control Plan

| Color Coded System | |
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| • RED = Symptomatic patient(s) with suspected COVID-19 or Influenza | Medical |
| • DARK RED = Symptomatic or Asymptomatic patient(s) with known COVID-19 | Medical |
| • PURPLE = Symptomatic patient(s) with known Influenza | Medical |
| • YELLOW = Asymptomatic patient(s) with exposure to COVID-19 | Medical |
| • BRIGHT YELLOW = Asymptomatic patient(s) with close exposure to a COVID-19 case | Medical |
| • ORANGE = Asymptomatic patient(s) who are currently healthy but have increased risk to COVID-19 or Influenza complications | Medical |
| • GREEN = Asymptomatic patient(s) who are currently healthy | Medical |
| General Quarantine Procedures | |
| 1. New books who are GREEN will be quarantined in a “new book” housing unit, or, Ad Sep for 14 days before being introduced into the general population. They will receive a daily temperature check and symptom screen by medical staff. Within 48 hours of booking, the inmate will be offered a COVID-19 test. Additionally, the inmate will be offered a second COVID-19 test at day 10 of new book quarantine. The inmate will continue to be monitored by medical staff daily, regardless of the testing results. | HSA/Captains/Medical Director |
| 2. Inmates displaying symptoms consistent with COVID-19 or the Flu will be housed in the OPHU, or isolated in cells around the base = RED | Medical Director/Classification Lieutenant |
| 3. Inmates with increased risk for COVID-19 or Influenza complications (i.e., as noted above in ITR 8) will be housed in “Vulnerable” Housing= ORANGE . If an ORANGE patient becomes symptomatic, then they should be considered for OPHU housing. | Medical Director/Classification Lieutenant |

Santa Rita Jail COVID-19 & Flu Outbreak Control Plan

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| <p>4. Inmates who have had contact with known or suspected COVID-19, or persons with a high-risk travel history should be cohorted for a 14-day quarantine period in a special housing unit = YELLOW</p> <p>An inmate with direct close contact (refer to CDC guidance for definition of a close contact) with a known or suspected COVID-19 person should be quarantined for a 14-day period in isolation- BRIGHT YELLOW (High-risk solo).</p> | <p>Medical Director/Classification Lieutenant</p> |
| <p>5. Any pod or housing unit that was previously healthy (GREEN) but develops a symptomatic case will have the index case removed to isolation cells (RED) and the housing unit/pod will be placed on quarantine for 14 days (YELLOW) or until testing comes back negative for COVID on the index patient. If the index case is positive for Influenza, and there are two or more symptomatic individuals within a 24-hour period from the same housing unit/pod, then the quarantine will be changed to 5 days (YELLOW). If they are negative for both, then the quarantine will be lifted.</p> | <p>Medical Director/Captains/Watch Commanders</p> |
| <p>6. A sign will be posted outside of each pod/housing unit displaying the quarantine status, the start date, and possible release date.</p> | <p>Infection Control Nurse</p> |
| <p>7. Inmates should be given sufficient space during meals, pod time, etc. to practice social distancing</p> | <p>Captains/Watch Commanders</p> |
| <p>8. During quarantine, there should be no new inmates transferred into the pod or housing unit.</p> | <p>Medical Director/Captains/Watch Commanders</p> |
| <p>9. No inmates will leave the quarantined area for clinic appointments, classes, visiting, work etc.</p> | <p>Medical Director/Captains/Watch Commanders</p> |
| <p>10. Commissary will be allowed, but workers who are delivering the packages must wear PPE and wash their hands in between units.</p> | <p>Medical Director/Captains/Watch Commanders</p> |
| <p>11. All staff working in the quarantined area are required to wear appropriate PPE, and use careful hand hygiene, especially before entering other pods or housing units.</p> | <p>Medical Director/Captains/Watch Commanders</p> |
| <p>Sick Call Protocol</p> | |
| <p>1. GREEN and YELLOW housing units should have sick call conducted in the sick call room. All YELLOW patients will be masked and moved with appropriate precautions.</p> | <p>Director of Nursing/ Watch Commander</p> |

Santa Rita Jail COVID-19 & Flu Outbreak Control Plan

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| 2. ORANGE housing units should have sick call conducted outside of the housing unit door in the day room. Sick call rooms should only be used if the inmate requires a more thorough exam. The patient will be masked and moved with appropriate precautions. | Director of Nursing/ Watch Commander |
| 3. Red, Dark Red, and Purple housing units should have sick call conducted at the cell door. The patient should always be masked during sick call interactions. | Director of Nursing/ Watch Commander |
| COVID Testing Protocol | |
| 1. CDC recommendations will be followed to guide the testing strategy for inmates. According to current guidance, all inmates exhibiting symptoms of any severity will be tested for COVID-19 | Medical Director/Infection Control Team |
| 2. A second phase of testing will be conducted on asymptomatic inmates who are housed in a quarantined housing unit. A COVID-19 test will be offered between day 7-10 of the quarantine. Additional efforts (2 additional days) will be made to continue offering testing to patients who initially refuse testing. The inmate will continue to be monitored by medical staff twice a day regardless of the testing results. a. Testing Supplies will be provided by CPHD b. All labs will be processed through CPHD | Medical Director/HSA/ Infection Control Team |
| 3. A third phase of testing will be conducted on asymptomatic inmates within 48 hours of booking. All new bookings will continue to be screened through the intake process and housed in an intake housing unit for 14 days. On, or before the 48-hour mark, the inmate will be offered a COVID-19 test. Additionally, the inmate will be offered a second COVID-19 test at day 10 of new book quarantine. The inmate will continue to be monitored by medical staff daily regardless of the testing results. a. Testing Supplies will be provided by CPHD b. All labs will be processed through CPHD | Medical Director/Infection Control Team |
| 4. A fourth phase of testing will be conducted on asymptomatic inmates at a minimum of 48 hours prior to release from custody. All inmates identified at a minimum of 48 hours prior to release will be offered a COVID-19 test. a. Testing Supplies will be provided by CPHD b. All labs will be processed through CPHD | Medical Director/Infection Control Team |
| 5. A fifth phase of testing will be conducted on asymptomatic inmates who resided in a housing and/or pod with a positive COVID-19 index case. After phase two testing occurs, within the effected housing | Medical Director/Infection Control Team |

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| <p>unit/pod, if the inmate tests negative for COVID-19, then Wellpath will conduct serial point prevalence surveys in an affected unit every 7 days. Testing will conclude when two consecutive surveys do not detect any new positive cases.</p> <p>a. Testing Supplies will be provided by CPHD b. All labs will be processed through CPHD</p> | |
| <p>6. A sixth phase of testing will be conducted on asymptomatic inmates who are currently working as pod/inmate workers. All individuals who meet this criteria will be offered testing on a biweekly basis.</p> <p>a. Testing Supplies will be provided by CPHD b. All labs will be processed through CPHD</p> | Medical Director/Infection Control Team, Classification |
| <p>7. A seventh phase of testing will include testing offered to all patients with an Orange medical alert. This will be done monthly.</p> <p>a. Testing Supplies will be provided by CPHD b. All labs will be processed through CPHD</p> | Medical Director/Infection Control Team, Classification |
| <p>8. An eighth phase of testing will include testing offered to all patients residing in dormitory style settings. This will be done monthly.</p> <p>a. Testing Supplies will be provided by CPHD b. All labs will be processed through CPHD</p> | Medical Director/Infection Control Team, Classification |
| Influenza Testing Protocol | |
| <p>1. CDC recommendations will be followed to guide the testing strategy for inmates. According to current guidance, all inmates exhibiting Influenza-Like Illness (ILI) symptoms of any severity will be tested for Influenza throughout the duration of flu season. Influenza testing will begin when there is documented flu activity within the community.</p> | Medical Director/Infection Control Team |
| <p>2. Upon identification of a confirmed positive influenza case in a housing unit or pod, subsequent patients from that housing unit presenting with ILI symptoms, for a duration of 10 days from the date of the index case test, will be offered a rapid antigen and PCR test.</p> | Medical Director/Infection Control Team |
| Influenza Treatment Protocol | |

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| <ol style="list-style-type: none"> 1. Wellpath to provide oseltamivir prophylaxis to all inmates who reside in an affected housing unit when the following criteria have been met: <ol style="list-style-type: none"> a) Two or more laboratory confirmed influenza cases that were acquired in the jail (i.e., tested positive 3 or more days after intake), epidemiologically-linked to one another (i.e., resided in the same housing unit), and were identified within 72 hours of one another b) One laboratory confirmed influenza case that was acquired in the jail (i.e., tested positive 3 or more days after intake) is detected in a housing unit dedicated to individuals who are at high-risk for COVID-19 complications (ORANGE housing units/pods) c) One laboratory confirmed influenza case that was acquired in the jail (i.e., tested positive 3 or more days after intake) is detected in a housing unit and following criteria are met: <ol style="list-style-type: none"> i. ILI attackrate in the housing unit is 8% or higher within 5 days of initial presentation of the first confirmed influenza case. | <p>Medical Director/Infection Control Team/Nursing Staff</p> |
| <ol style="list-style-type: none"> 2. If the aforementioned criteria are not met for providing oseltamivir prophylaxis to an entire housing unit, then would still recommend providing oseltamivir prophylaxis to close contacts of a laboratory confirmed case of influenza and inmates who are residents of same housing unit who are not a close contact but have a comorbidity that increases their risk for complications from influenza virus infection. <ol style="list-style-type: none"> a. Close Contact is defined as someone who was within 2 meters or 6 feet of the confirmed case, not wearing a mask, and was in contact for 1 or more hours while the index case was infectious. b. Practically, close contact could be defined as anyone who was a cellmate or who had a bed that was within 6 feet of the confirmed case. | |
| <h3>Monitoring Protocol</h3> | |
| <ol style="list-style-type: none"> 1. Inmates who are in an intake housing unit are monitored once a day by nursing staff for a temperature and symptoms checks. If the inmate presents with a temperature or symptoms, they are to be moved to a RED housing unit wearing a mask. | <p>Medical Director/Infection Control Team/Nursing Staff</p> |
| <ol style="list-style-type: none"> 2. Inmates who are of a YELLOW status are monitored twice a day by nursing staff for a temperature and symptoms check. If the inmate presents with a temperature or symptoms, they are to be moved to a RED housing unit wearing a mask. | <p>Medical Director/Infection Control Team/Nursing Staff</p> |
| <ol style="list-style-type: none"> 3. Inmates who are in a RED, PURPLE and DARK RED housing unit are monitored at a minimum of twice a day by nursing staff for a temperature and symptoms check and seen daily by a provider. | <p>Medical Director/Infection Control Team/Nursing Staff</p> |

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| <p>4. Inmates who test positive for COVID-19 are released back to a GREEN or ORANGE housing unit after one of the following CDC recommended strategies are used, indicating that the patient has recovered: <u>COVID positive patients who have had symptoms:</u></p> <p>Test-based strategy</p> <ul style="list-style-type: none"> CDC no longer recommends a test-based strategy to determine when to discontinue Transmission-based Precautions <p>Symptom-based strategy</p> <ul style="list-style-type: none"> At least 24 hours have passed <i>since recovery</i> defined as resolution of fever without the use of fever-reducing medications and improvement in symptoms (e.g., cough, shortness of breath); and, At least 10 days have passed <i>since symptoms first appeared in mild to moderate cases and at least 20 days have passed since symptoms first appeared in severe or severely immunocompromised cases.</i> | <p>Medical Director/Infection Control Team/Nursing Staff</p> |
| <p>Mild Illness defined:</p> <p>Individuals who have any of the various signs and symptoms of COVID-19 (e.g., fever, cough, sore throat, malaise, headache, muscle pain) without shortness of breath, dyspnea, or abnormal chest imaging.</p> | <p>Medical Director/Infection Control Team/Nursing Staff</p> |
| <p>Moderate Illness defined:</p> <p>Individuals who have evidence of lower respiratory disease by clinical assessment or imaging, and a saturation of oxygen (SpO₂) ≥94% on room air at sea level.</p> | <p>Medical Director/Infection Control Team/Nursing Staff</p> |
| <p>Severe Illness defined:</p> <p>Individuals who have respiratory frequency >30 breaths per minute, SpO₂ <94% on room air at sea level (or, for patients with chronic hypoxemia, a decrease from baseline of >3%), ratio of arterial partial pressure of oxygen to fraction of inspired oxygen (PaO₂/FiO₂) <300 mmHg, or lung infiltrates >50%.</p> | <p>Medical Director/Infection Control Team/Nursing Staff</p> |
| <p>Severely Immunocompromised defined:</p> <p>Some conditions, such as being on chemotherapy for cancer, untreated HIV infection with CD4 T lymphocyte count < 200, combined primary immunodeficiency disorder, and receipt of prednisone >20mg/day for more than 14 days, may cause a higher degree of immunocompromise and inform decisions regarding the duration of Transmission-Based Precautions.</p> | <p>Medical Director/Infection Control Team/Nursing Staff</p> |

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| <p>Other factors, such as advanced age, diabetes mellitus, or end-stage renal disease, may pose a much lower degree of immunocompromise and not clearly affect decisions about duration of Transmission-Based Precautions.</p> <p>Ultimately, the degree of immunocompromise for the patient is determined by the treating provider, and preventive actions are tailored to each individual and situation.</p> | |
| <p><u>COVID positive patients who have had NO symptoms:</u></p> <p><i>Test-based strategy</i></p> <ul style="list-style-type: none"> • CDC no longer recommends a test-based strategy to determine when to discontinue Transmission-based Precautions <p><i>Time-based strategy:</i></p> <p>At least 10 days have passed since the date of their first positive COVID-19 diagnostic test assuming they have not subsequently developed symptoms since their positive test. If they develop symptoms, then the symptom based strategy should be used.</p> | <p>Medical Director/Infection Control Team/Nursing Staff</p> |
| <p>8. Influenza precautions should last for 7 days after illness onset or until 24 hours after resolution of fever and respiratory symptoms, whichever is longer.</p> | <p>Medical Director/Infection Control Team/Nursing Staff</p> |

Environmental Controls and Hygiene

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| <p>1. High-touch surfaces in common areas (both inmate and staff areas) should be wiped with antiseptic wipes several times each day. If antiseptic wipes are not available, diluted bleach solution (5 tablespoons (1/3rd cup) bleach per gallon of water or 4 teaspoons bleach per quart of water) should be used.</p> | <p>HSA/Captains</p> |
| <p>2. Staff should clean shared equipment (radios, keys, blood pressure cuffs, etc.) several times per day and at the end of each shift.</p> | <p>HSA/Captains</p> |
| <p>3. Soap should be made available to all inmates and the importance of proper hand hygiene should be reinforced.</p> | <p>HSA/Captains</p> |
| <p>4. All inmates should be given surgical, or cloth, masks and mask-wearing of inmates will be mandatory prior to any movement.</p> | <p>Captains/ Watch Commanders</p> |

Management of Inmate Workers during Quarantine

Santa Rita Jail COVID-19 & Flu Outbreak Control Plan

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| 1. Inmate workers in quarantined areas should not participate in work during the lockdown. | Projects Lieutenant/Vendors |
| 2. Custody should anticipate an alternative plan for providing food and laundry during the quarantine. | Projects Lieutenant/Vendors |
| 3. Medical staff should be prepared to screen substitute workers during the quarantine. | Director of Nursing/Projects Lieutenant |
| 4. Inmate workers assigned to ITR should be provided with adequate PPE and trained on proper hand hygiene and facility disinfection techniques. At the end of their shift they should be provided with a change of clothes and wash their hands carefully before returning to their housing units. | Director of Nursing/Projects Lieutenant |
| Court | |
| 1. At present, county and federal court has been modified to allow for a safe number of physical transports as well as a virtual court option. | Captains/ Judges |
| 2. Any inmate displaying symptoms of COVID-19 or Influenza (RED), positive for COVID-19 (DARK RED) and/or positive for influenza (PURPLE) or claiming contact with a person with known or suspected COVID-19, or with high risk travel history (YELLOW) will be prevented from going to court until they are out of quarantine or isolation. | Medical Director/Captains |
| 3. Asymptomatic inmates with no known contact with COVID-19 or Influenza may go to court. | Medical Director/Captains |
| Visiting/Attorneys | |
| 1. Contact visits are suspended during the outbreak. Video visits will be allowed. | Medical Director/Captains |
| 2. Attorney visits will be non-contact during the outbreak. | Medical Director/Captains |
| Programs | |
| 1. Programs and classes will be modified during the outbreak and these activities will be discussed with ACPHD to ensure appropriate infection control procedures are followed | Captains |
| Weekenders | |
| 1. Then weekender program will be suspended during the outbreak due to an order by the presiding judge. | Captains/ Judges |

Santa Rita Jail COVID-19 & Flu Outbreak Control Plan

| Non-Essential Workers/Outside Contractors | |
|---|--|
| 1. Currently all workers at SRJ are considered to be essential to operations and will be allowed into the facility. | Captains |
| Transfers during Quarantine | |
| 1. No inmates should be transferred from quarantined housing units until the quarantine has been lifted on that unit. The only exception to outside transfers is ED visits, Psych emergencies, and urgent/ emergent medical appointments. All receiving facilities would be made aware of the patient's medical status prior to transfer. | Medical Director/Captains/Watch Commanders |
| 2. The list of inmates due for other facility transfers should be reviewed the night before to make sure none of the individuals are coming from quarantined units – If quarantined inmates are identified the Watch Commander should be notified as soon as possible. | Supervising RNs/ Watch Commanders |
| 3. Inmates being transferred to other facilities from non-quarantined units should have a symptom screen and a temperature check (if applicable) before boarding the bus – symptomatic inmates should be held back at Santa Rita until they are well. | Medical Director/Captains/Watch Commanders |
| 4. Inmates being transferred from other facilities will be quarantined and offered COVID-19 testing as a new book inmate (See Testing Protocols #3). | Medical Director/Captains/Watch Commanders |
| Release/Discharge Planning | |
| 1. Releases who are currently identified as YELLOW or RED must wear an appropriate mask and be escorted alone to ITR. They must be held in an isolation/quarantine cell in ITR prior to release depending on their color. | Medical Director/Captains/Watch Commanders |
| 2. Releases who are currently identified as YELLOW or RED at time of release will be given discharge instructions, including information on isolation or quarantine, and asked for their contact information and address by ITR RNs. This information is provided to the Supervising RN for internal notification - The Public Health Department will be provided a daily release report for all YELLOW and RED releases for community tracking and follow up purposes. | Director of Nursing/ITR Lieutenant |

Santa Rita Jail COVID-19 & Flu Outbreak Control Plan

| | |
|---|---|
| 3. Releases who are currently identified as YELLOW or RED will have their temperatures taken and have a symptom screen performed before release. Individuals identified to be medically unstable to shelter in their home, will be referred to a community hospital and provided a courtesy shuttle. | Director of Nursing/ITR Lieutenant |
| 4. Releases may have 14 days of discharge meds instead of the usual 7 days. | Medical Director/Discharge Planners |
| 5. Releases with pending test results will be communicated with ACPHD as soon as possible. | Nursing Supervisors/Discharge Planners |
| 6. Releases with pending test results will have the lab personnel notify the RN supervisor as soon as the results become available. Notification to released patients determined to have a positive result will occur by ACPHD as part of community tracking and follow up. | Lab/Infection Control Team |
| 7. Discharge planning team and ITR RNs will work to identify patients with unstable housing. The discharge team will coordinate with Operation Comfort if there is a known period of 24 hours prior to release to potentially procure transportation to a shelter-in-place facility for releases currently identified as DARKRED, PURPLE, or RED. An attempt to obtain contact information will be done by nurses in ITR. | Discharge Planners/Director of Nursing |
| 8. Any patient with confirmed influenza virus infection (PURPLE) who has not completed a recommended course of Tamiflu or isolation, and any person who is identified as a close contact will be provided education regarding influenza in accordance with material provided by the Alameda County Public Health Department. | Discharge Planning/ ITR Nurses |

EXHIBIT B

Alameda County Sheriff's Department
Restrictive Housing Committee (RHC) Referral Form

Inmate's Name: _____ Booking # _____

Current Housing Assignment: _____ Classification Level: _____

Booking Date: ____/____/____ Current Mental Health Level of Care: MH____ SMI: Y/N

Referral Date: ____/____/____ Referred by: _____

Referral Reason: (Select all that apply)

- Recent assaultive behavior resulting in serious injury
- Recent assaultive behavior involving use of a weapon
- Repeated patterns of assaultive behavior (such as gassing)
- Inmate poses a high escape risk
- Repeated threatening to assault other inmates or staff

Referral Reason Where Inmate Has SMI (Select all that apply):

- Inmate committed an assaultive act within the past 72 hours
- Inmate is threatening to imminently commit an assaultive act

Inmate Committee Appearance: ____ Appeared ____ Did not Appear

If no appearance, reason why: _____

Committee Decision:

- ____ Place into Restrictive Housing Step 1 ____ Place into Restrictive Housing Step 2
- ____ Remain in Current Housing Unit ____ Refer to Therapeutic Housing Committee

Reasoning: _____

If inmate has SMI and is approved for placement in Restrictive Housing Step 1, has a Qualified Mental Health Professional determined that such placement is not contraindicated and that the individual is not a suicide risk and does not have active psychotic symptoms? Y/N

AFBH Representative: _____ Date: ___/___/_____

Classification Representative _____ Date: ___/___/_____

Security Representative: _____ Date: ___/___/_____

Inmate Acknowledgement: I have been told why I was referred to the Ad Sep Committee and how it works. I have been told why the Ad Sep Committee made its decision either to keep me in Ad Sep or reject the referral.

Inmate Signature: _____ Date: ___/___/_____

* * *

[For ACSO or AFBH staff to complete]

Effective Communication Method Used: (Select all that apply)

- Language: _____
- Spoke in simpler terms
- Spoke Slowly
- Used a sign language interpreter
- Used a TTY
- Used VRS
- Videophone
- Talk to text
- Other
- None Needed

I am satisfied that the inmate understood why he/she was being referred to the BHI Committee for potential placement in the BHI Unit or Ad Sep Unit. [Initial] _____

I explained the BHI committee's decision to the inmate, and based on the effective communication method(s) used, I am satisfied the inmate understood the committee's decision. [Initial] _____

EXHIBIT C

EXHIBIT C

Mental Health Levels of Care

This document was developed to fulfill Consent Decree section III(F)(3). The mental health levels of care outlined below were designed—and will be used—to reflect a client’s current acuity level and ability to function within the correctional setting. The levels are meant to be used as guidelines, meaning that mental health staff may determine that a client qualifies for a particular level when the client is displaying only some of the symptom descriptors used to define each level, and/or other similar symptoms. A level of care determination will be made by a Qualified Mental Health Professional. Levels MH 2, 3, and 4 will be housed in areas where they will receive the services aligned with their commensurate level of care. Behavioral Health staff will conduct daily huddles in the Therapeutic Housing Units to discuss clients who need additional support in making progress toward a lower level of care. The Therapeutic Housing Committee will make decisions on levels of care for all clients housed in the Therapeutic Housing Units.

These mental health levels of care will be used by mental health staff to determine initial placement within the jail’s mental health program, as well as to monitor changes in acuity and improvement in patient function over time. The levels may also be used to communicate a client’s current acuity level with custody staff when there is a concern about sharing potentially sensitive information. A suicide risk assessment will be performed anytime a client’s level of care changes. This Levels of Care document will be subject to further modification as the provisions in Section III(G) of the Consent Decree are developed and implemented.

MH 4: Severe functional impairment in a correctional setting, which may be evidenced by any combination of the following:

- Imminent risk of self-harm with or without suicidal intent
- Persistent violence or threats of violence to others due to mental illness
- Ongoing refusal to engage in any form of treatment, intervention, or medication
- Unable to maintain personal hygiene or care for self (e.g., refusal of medical treatment) due to mental illness
- Experiencing hallucinations commanding harm to self or others
- Severely disorganized thinking and behavior
- Actively psychotic (hallucinations and/or delusions)
- **Service components:**
 - Clients at this level shall be evaluated for a possible transfer to John George or placed in highest level of therapeutic housing.
 - While in therapeutic housing, clients will be provided the following services:
 - **Clinician frequency:** Clients will be seen at least twice a week.
 - **Psychiatry frequency:** Clients will be seen at least weekly.
 - **Daily rounds:** Behavioral Health staff will conduct daily rounds to discuss client needs and progress towards lower level of care.

- **Available Programming:** Clients will have access to at least milieu programming (i.e. art therapy). Socialization is the focus of programming for these clients.
- **Goals:** The goals for this level of care may include some of the following criteria:
 - Actively participate in developing an individualized treatment plan;
 - Adherence to prescribed psychiatric medication;
 - Demonstrate active participation in available treatment interventions;
 - Participate in dayroom and recreational programming.

MH 3: High functional impairment in a correctional setting, which may be evidenced by any combination of the following:

- High risk of self-harm
- Episodic violence or threats of violence towards others due to mental illness
- Episodic acts of aggression/aggressive behaviors, for example, destruction of property and verbal hostility
- Inability to maintain consistent personal hygiene due to mental illness
- Intermittent impairment in communication
- Frequent reliance on crisis stabilization services
- Recurrent episodes of mood instability (e.g., isolation, poor judgment, decline in mood, etc.)
- Psychotic symptoms that interfere with daily routines
- **Service components:**
 - **Clinician frequency:** Clients will be seen at least once a week.
 - **Psychiatry frequency:** Clients will be seen at least twice a month.
 - **Daily rounds:** Behavioral Health staff will conduct daily rounds of clients at this level who refuse to participate in structured programming and/or refuse to leave their cell for unstructured time.
 - **Available Programing:** Clients will have access to at least milieu programming and limited structured programming (i.e. medication compliance, symptom management, hygiene).
 - **Goals:** The goals for this level of care may include some of the following criteria:
 - Actively participate in developing an individualized treatment plan;
 - Adherence to prescribed psychiatric medication;
 - Demonstrate active participation in available treatment interventions;
 - Participate in dayroom and recreational programming;
 - Identify triggers to mental health symptoms (i.e. self-harm, suicidal ideation, homicidal ideation);
 - Demonstrate consistent control over behavior.

MH 2: Moderate functional impairment in a correctional setting, which may be evidenced by any combination of the following:

- Moderate risk of self-harm
- Infrequent violence or threats of violence towards others due to mental illness
- Infrequent attempts of non-lethal/superficial self-injury (i.e. lacerations/scratches)
- Intermittent impulsive acts but responds well to redirection
- Does not engage in physical altercations

- Able to attend to activities of daily living
- Psychotic symptoms may be present but do not interfere with daily routines
- Intermittent episodes of mood instability (e.g., isolation, poor judgment, decline in mood, etc.)
- **Service components:**
 - **Clinician frequency:** Clients will be seen at least twice a month.
 - **Psychiatry frequency:** Clients will be seen at least once a month.
 - **Available Programming:** Clients will have access to structured, group treatment (i.e. seeking safety).
 - **Goals:** The goals for this level of care may include some of the following criteria:
 - Actively participate in reviewing and updating individualized treatment plan;
 - Adherence to prescribed psychiatric medication;
 - Demonstrate active participation in available treatment interventions;
 - Participate in clinically indicated treatment groups;
 - Regularly attend scheduled clinical appointments;
 - Demonstrate regular utilization of pro-social coping skills to address mental health triggers.

MH 1: Mild functional impairment in a correctional setting, which may be evidenced by any combination of the following:

- Low risk of self-harm
- Does not engage in physical altercations
- Emotional and behavioral impairment that does not prevent daily functioning or ability to follow directions
- Regularly maintains activities of daily living
- Ability to manage daily environment
- Responds to supportive counseling
- **Service components:**
 - **Clinician frequency:** Clients will be seen every 60 days unless they decline services .
 - **Psychiatry frequency:** Clients will be seen at least every 90 days.
 - **Available Programming:** Clients will have access to programming through ACSO.
 - **Goals:** The goals for this level is to:
 - Adequately maintain ability to live in general population housing and participate in programming.

EXHIBIT D

**NOTICE OF CLASS ACTION SETTLEMENT TO ADDRESS CONDITIONS AT
SANTA RITA JAIL**

A proposed settlement has been reached in *Babu, et al., v. County of Alameda, et al.*, N.D. Cal. No. 5:18-cv-07677. The *Babu* case is a federal class action lawsuit challenging: the adequacy of mental health care and treatment at the Jail; suicide prevention and the use of safety cells; overuse of isolation and adequacy of out-of-cell time; access to programs, services and activities especially for persons with mental health disabilities; discharge planning for people with mental health disabilities; sufficiency of accommodations in disciplinary proceedings and in pre-planned use-of-force incidents for persons with mental health disabilities; and the overall policies, procedures, and practices regarding COVID-19 on behalf of all people incarcerated at the Jail. You are a member of this class if you are currently incarcerated in Santa Rita Jail.

The *Babu* case is only about improving Jail conditions and does not seek money damages. No one incarcerated in the Jail will receive any money as a result of this lawsuit. Nor does the proposed Consent Decree release any claims for monetary damages class members may have, or affect your rights or ability to petition for a writ of habeas corpus

The County has worked cooperatively with attorneys for the Plaintiff class to resolve the complex issues in this case through the Consent Decree. The Court has preliminarily approved the Consent Decree in this matter. **This notice explains the proposed Consent Decree, how you can see it, and how you can tell the court whether you think it is fair.**

The Consent Decree outlines specific conditions in the Jail that the County has agreed to change and how the Jail will operate in the future. Key terms of the Consent Decree include the following:

1. The County will be required to:
 - a) Ensure that people in the Jail receive adequate mental health care, including by ensuring adequate staffing, establishing levels of care, creating treatment plans for eligible individuals, providing treatment services, and implementing Therapeutic Housing Unit(s) to provide additional mental health support to those who need it;
 - b) Ensure that people in the Jail are offered adequate out-of-cell time each day, including a process for significantly increasing the amount of out-of-cell time offered at the Jail within three months of the effective date. The Jail will continue to increase the amount of out-of-cell time offered until the Jail reaches the new minimum out-of-cell times set out in the Consent Decree which will be to offer at least: 14 hours out-of-cell time per week for people in Restrictive Housing, Recreate Alone Status (Step 1); 21 hours out-of-cell time per week for people in Restrictive Housing, Recreate Together Status (Step 2); and 28 hours out-of-cell time per week for people in General Population celled housing. Individuals housed in the most restrictive setting within the Therapeutic Housing

Units will be offered at least 28 hours of out-of-cell time per week and people housed in the less restrictive, transitional units within the Therapeutic Housing Units will be offered at least 35 hours of out-of-cell time per week;

- c) Take measures to prevent suicide and self-harm in the Jails, including severely curtailing the use of safety cells and limiting placement in them to no more than 8 hours (which will be further reduced to no more than 4 hours after construction of suicide-resistant cells), and implementing procedures and assessments to identify individuals at risk upon arrival at the Jail;
- d) Ensure that individuals with mental health disabilities can access programs and services at the Jail and ensure that those programs are offered throughout the Jail, consistent with their classification; and
- e) Implement a new classification system that limits the use and duration of restrictive housing.

2. Joint neutral experts and Class Counsel will monitor the County's compliance with the Consent Decree. The Department of Justice will also receive certain access to the Jail and documents in connection with its April 22, 2021 report of investigation.

3. The parties can bring any disputes about whether the County is complying with the Consent Decree back to the Court.

4. The lawyers for people incarcerated in the Jail, also known as "class counsel", are Rosen Bien Galvan & Grunfeld LLP (RBGG). Class counsel will ask the Court to have Defendants pay their attorneys' fees and expenses. If approved by the Court, the Consent Decree requires Defendants to pay RBGG's fees and expenses in the amount of \$2,150,000.00 for the work done so far and also requires the County to pay monitoring fees to the attorneys each year throughout the term of the Consent Decree subject to the caps set out in the Consent Decree.

You can read about all of these changes in the Consent Decree. A copy is available in a binder in each housing unit. You can also view the Consent Decree on your tablet.

The Consent Decree is also available: online at www.rbgg.com; by contacting RBGG at the address or phone number below; by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://pacer.uscourts.gov/>; or by visiting any office of the Clerk of the Court for the United States District Court for the Northern District of California between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

Jeffrey Bornstein
Kara Janssen
Rosen Bien Galvan & Grunfeld LLP
101 Mission Street, Sixth Floor
San Francisco, CA 94105
415-433-6830 (collect calls accepted)

PLEASE DO NOT TELEPHONE THE COURT OR THE CLERK'S OFFICE TO ASK ABOUT THE SETTLEMENT

The Court will hold a hearing on the fairness of this settlement at _____ on _____, before the Honorable Nathanael Cousins at the United States District Court, Northern District of California, San Jose Courthouse, Courtroom 5 - 4th Floor, 280 South 1st Street, San Jose, CA 95113.

If you do not think the settlement is fair, you can write to the Court, also known as "objecting", and the Court will consider your comments when deciding whether to approve the Consent Decree. The Court can only approve or deny the Consent Decree. The Court cannot change the terms of the Consent Decree.

Any objections must include the case name, *Babu, et al., v. County of Alameda, et al.*, and case number, N.D. Cal. No. 5:18-cv-07677, as well as your name, address, and signature. Objections may be submitted by filing them in person at any location of the United States District Court for the Northern District of California no later than _____, or sent by mail. If mailed, your objections must be postmarked no later than _____, and sent to the following address:

Clerk of the Court
United States District Court
Northern District of California
280 South 1st Street
San Jose, CA 95113