

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA**

HAYES WILLIAMS, <u>et al.</u>)	
Plaintiffs,)	
)	
v.	)	Civ. No. 71-98-B
)	
JOHN McKEITHEN, <u>et al.</u>)	
Defendants,)	
)	
UNITED STATES OF AMERICA,)	
Amicus Curiae.)	
)	
IN RE: JUVENILE FACILITIES	)	Civ. No. CH 97-MS-001-B
)	
IN RE: TALLULAH CORRECTIONAL	)	Civ. No. CH 97-0665-B-M1
CENTER FOR YOUTH)	
)	
IN RE: JETSON CORRECTIONAL	)	Civ. No. CH 97-0666-B-M1
CENTER FOR YOUTH)	
)	
IN RE: SWANSON CORRECTIONAL	)	Civ. No. CH 97-0667-B-M1
CENTER FOR YOUTH)	
)	
IN RE: LOUISIANA TRAINING	)	Civ. No. CH 97-0668-B-M1
INSTITUTE - BRIDGE CITY)	
)	
IN RE: JENA JUVENILE JUSTICE	)	Civ. No. CH 98-0804-B-M1
CENTER)	
)	
_____)	
BRIAN B., <u>et al.</u>)	
Plaintiffs,	)	Civ. No. 98-886-B-M1
)	
v.)	
)	
RICHARD STALDER, <u>et al.</u> ,)	
Defendants.)	
)	
_____)	

THE UNITED STATES OF AMERICA,	)	Civ. No. 98-947-B-1
Plaintiff,)	
)	
v.)	
)	
THE STATE OF LOUISIANA,)	
<u>et al.</u> ,)	
Defendants.)	
_____)	
)	
A.A., <u>et al.</u>,	)	Civ. No. 00-246-C-M1
Plaintiffs,)	
)	
v.)	
)	
WACKENHUT CORRECTIONS CORP.,)	
<u>et al.</u> ,)	
Defendants.)	
_____)	

2004 Settlement Agreement

I. Introduction

1. On August 31, 2000, the United States Department of Justice ("DOJ"), the private plaintiffs, and the State of Louisiana ("the State") signed an agreement resolving DOJ's and private plaintiffs' claims regarding juvenile justice issues, and medical, dental, mental health, and rehabilitation services, and the private plaintiffs' claim regarding access to courts ("the 2000 Settlement Agreement").

2. On January 17, 2003, DOJ, private plaintiffs, and the State signed a new settlement agreement that dismissed certain paragraphs from the 2000 Settlement Agreement, incorporated certain paragraphs from the 2000 Settlement Agreement, added a few new substantive paragraphs, and added an Independent Expert to monitor compliance and provide the State with technical assistance ("the 2003 Settlement Agreement").

3. The parties agree that, based on their own assessments and the assessments of their experts, the State is in substantial compliance with many paragraphs from the 2000 and 2003 Settlement Agreements. The DOJ and the private plaintiffs contend, however, that the State is

not in substantial compliance with other provisions from the 2000 and 2003 Settlement Agreements.

4. In recognition of the State's substantial compliance with many paragraphs from the 2000 and 2003 Settlement Agreements, and in consideration of the State's agreement to continue to implement policies and procedures that are substantially similar to the portions of 2000 and 2003 Settlement Agreements that will be terminated, the parties agree to enter into this Settlement Agreement.

II. Jurisdictional Provisions and Definitions

5. With regard to the jurisdictional provisions and definitions from the 2000 and 2003 Settlement Agreements, the parties agree that paragraph 7 of the 2003 Agreement is incorporated into this Agreement and shall remain in effect until termination of this Agreement.

III. Juvenile Justice and Independent Expert

6.A. The parties agree to terminate the 2000 Settlement Agreement and the 2003 Settlement Agreement as they apply to Bridge City Correctional Center for Youth ("BCCCY") and Swanson Correctional Center for Youth - Madison Parish Unit ("SCCY-Madison").

B. The parties agree to jointly move the Court to dismiss all pending claims in Civil Action No. 71-98 and 97-MS-001 (including Civil Action Nos. 97-0665 through 97-0668) and Civil Action No. 98-947 as they pertain to BCCCY and SCCY-Madison.

C. Private Plaintiffs agree that Civil Action No. 98-886 shall remain conditionally dismissed and administratively closed. That action will be subject to reopening on July 1, 2004, but only if the facility is still being used to house juveniles adjudicated delinquent. The parties consent and agree to entry of a final judgment of dismissal, with prejudice, of 98-886 on or after July 1, 2004 unless SCCY-Madison is still being used to house juveniles adjudicated delinquent as of that date.

D. Any state law claims that are not asserted against the State in this action are not settled in this Agreement.

7. Prior to dismissal of the mental health claims involving BCCCY and SCCY-Madison, the State will provide DOJ and private plaintiffs with written confirmation of the following:

A. Louisiana State University Health Sciences Center ("LSUHSC") will provide treatment for juveniles diagnosed with substance abuse and substance dependency disorders at

BCCCY. This shall include juveniles diagnosed by LSUHSC as having a serious mental illness ("SMI") and juveniles who are not diagnosed as SMI.

B. LSUHSC will design and develop the program content for a system-wide sexual offender treatment program at one or more of the following three facilities – JCCY, SCCY-Monroe, and BCCCY – by no later than March 15, 2004. LSUHSC will provide copies of the program to DOJ and the private plaintiffs by no later than March 15, 2004. As part of implementation of the plan, after March 15, 2004, LSUHSC will assist in placing appropriate personnel in the program, conduct training, provide clinical supervision, and monitor the system-wide sexual offender treatment program. The program will be fully implemented within six months of executing this Agreement.

C. Within six weeks of executing this Agreement, LSUHSC will evaluate all juveniles at SCCY-Madison and BCCCY adjudicated to secure care as a result of committing a sexual offense and juveniles who are diagnosed by LSUHSC as having a sexual disorder and will identify any of those juveniles who should be removed from those facilities because their treatment needs would be better served at another facility. The State will implement that recommendation.

D. No juveniles diagnosed by LSUHSC at the Juvenile Reception and Diagnostic Center ("JRDC") as SMI will be housed at SCCY-Madison.

E. Juveniles with an IQ below 70 and/or juveniles adjudicated to secure care as a result of committing a sexual offense and juveniles who are diagnosed by LSUHSC as having a sexual disorder shall not be housed at SCCY-Madison unless the juveniles are participating in the Louisiana Intensive Training and Education Program ("LITE") program or the Therapeutic Community at that facility. If one of these juveniles are removed from LITE or the Therapeutic Community, then they will be removed from SCCY-Madison.

F. Juveniles diagnosed with a substance abuse or dependency disorder during intake assessment at JRDC will not be housed at SCCY-Madison unless they live in and receive substance abuse treatment in that facility's therapeutic community.

8. At Jetson Correctional Center for Youth ("JCCY") and Swanson Correctional Center for Youth - Monroe ("SCCY-Monroe"), the parties agree to incorporate into this Agreement paragraphs 20, 24, 25, 26, 27, 28, 30, 45, 46 (except as to SCCY-Monroe), 47, 50, 51, 54, 55, 57, and 74 from the 2000 Settlement Agreement and paragraphs 8, 9, 12, 15, and 18 from the 2003 Settlement Agreement. The parties also agree that they will not terminate any juvenile justice paragraphs as they apply to JCCY and SCCY-Monroe until DOJ and private plaintiffs conduct compliance tours with their juvenile justice expert pursuant to paragraphs 15 and 17 of this Agreement.

9. With regard to the Independent Expert, the parties agree to incorporate into this Agreement paragraphs 19, 20, and 21 of the 2003 Settlement Agreement. The parties also agree that the Independent Expert will continue to monitor and issue quarterly reports regarding all remaining paragraphs identified in this Agreement.

IV. Medical, Dental, and Mental Health

10. The parties agree to terminate all remaining paragraphs from the 2000 and 2003 Settlement Agreements as they apply to medical and dental care at all facilities. Further, the parties also agree to jointly move the Court to dismiss all claims as they apply to medical and dental care at all facilities.

11. The parties agree to incorporate into this Agreement all paragraphs relating to mental health services from the 2000 Settlement Agreement (paragraphs 76 [as modified by the 2003 Agreement] - 116) as they apply to SCCY-Monroe. The parties also agree to incorporate paragraphs 87, 101, 103, 108, 109, 110, 111, and 113 from the 2000 Settlement Agreement and paragraph 17 of the 2003 Settlement Agreement as they apply to JCCY. The parties agree that they will not terminate any mental health paragraphs as they apply to JCCY and SCCY-Monroe until DOJ and private plaintiffs conduct compliance tours with their mental health experts pursuant to paragraphs 16 and 17 of this Agreement.

V. Enforcement, Compliance Monitoring, and Termination

12. The parties agree to incorporate paragraphs 124, 125, 126, 128, 129, 131, 135 (4, 5), 139, and 140 from the 2000 Settlement Agreement into this Agreement and agree that they shall remain in effect with regard to JCCY and SCCY-Monroe until termination is accomplished according to the terms of this Agreement. During the life of this Agreement, the DOJ's Special Litigation Section of the Civil Rights Division and private plaintiffs agree that they will not seek authority for tours, inspections, or on-site monitoring of conditions at JCCY and SCCY-Monroe in any state or federal court proceeding except as authorized by this Agreement. For purposes of monitoring this Agreement, the parties agree to incorporate paragraphs 136, 137 and 141 of the 2000 Settlement Agreement as they pertain to JCCY and SCCY-Monroe into this Agreement with the following limitations:

A. The private plaintiffs agree to limit their requests for review of documents for inspection and copying at JCCY and SCCY-Monroe to no more than once every quarter. In addition, the State will provide a current roster of youth at JCCY and SCCY-Monroe to private plaintiffs by the fifth of each month. Finally, DOJ and private plaintiffs agree to review PZT reports regarding JCCY and SCCY-Monroe at the Department of Public Safety and Corrections' ("DPSC") headquarters. The parties agree that any copies shall be billed at \$.25 a page;

B. With regard to JCCY and SCCY-Monroe, private plaintiffs agree to provide notice of requests to visit juveniles who telephone and request a visit or who are identified by the facility in a "Nordyke Report," 48 hours in advance of any visit. In addition, once every quarter at JCCY and SCCY-Monroe, private plaintiffs may visit juveniles and review juveniles files for three consecutive days per institution. Any documents requested during these visits shall be requested in writing and private plaintiffs will work with the facility to list the documents requested contemporaneously with the request. In addition, private plaintiffs may conduct one additional visit at SCCY-Monroe and one additional visit at JCCY in order to meet with juveniles and review juvenile files for three consecutive days in advance of one of the tours to be conducted at each of those facilities under paragraphs 13 and 14 of this Agreement.

C. Nothing in this paragraph shall be construed to limit counsel for individual juveniles to conduct legal visits; and

D. In order to ensure that juveniles have adequate access to attorneys and the courts, the State agrees to continue to post the telephone numbers for the private plaintiffs in all dorms at all four secure juvenile facilities and to continue to permit all juveniles to make collect calls to private plaintiffs.

13. The State's compliance with the juvenile justice components of this Agreement shall be monitored by one juvenile justice expert selected by the DOJ and one juvenile justice expert selected by the State (the "Juvenile Justice Experts"). During the tours, the DOJ and private plaintiffs may spend four days at each facility. In all other respects, the Juvenile Justice compliance tours shall be conducted in accordance with guidelines set forth in paragraphs 128 and 129 of the 2000 Settlement Agreement (except for the dates, which shall be controlled by this Agreement).

14. The State's compliance with the mental health components of this Agreement shall be monitored by Dr. Eric Trupin and Dr. Pamela McPherson. One attorney from DOJ, one attorney from the private plaintiffs, and one attorney from the State may accompany Drs. Trupin and McPherson on their mental health tours. In all other respects, the mental health tours shall be governed by guidelines set forth in paragraphs 124-126 of the 2000 Settlement Agreement.

15. The State will notify DOJ and private plaintiffs, in writing, when it believes that it is in compliance with all paragraphs of this Agreement at JCCY and SCCY-Monroe. DOJ and private plaintiffs will then have 60 days to conduct the juvenile justice and mental health tours and finalize the experts' reports under paragraphs 13 and 14 of this Agreement.

16. This Agreement shall terminate and shall be of no further effect whatsoever 90 days after the State provides written notice to DOJ and private plaintiffs pursuant to paragraph 17 of this Agreement. The parties consent and agree to entry of a final judgment dismissing with

prejudice the lawsuits 90 days after the State provides written notice pursuant to paragraph 17 of this Agreement unless the private plaintiffs or the DOJ has moved for an order reopening or reactivating the lawsuits prior to that date.

17. During the life of this Agreement, if the private plaintiffs or DOJ believe that the State has failed to substantially comply with this Agreement, then they shall so notify the State in writing. The parties shall conduct good faith negotiations to resolve the dispute and may agree in writing to adopt a plan of correction or otherwise modify or extend this agreement. If the parties are unable to reach agreement within 30 days of the date on which the private plaintiffs or DOJ informed the State of their allegations of noncompliance, then the private plaintiffs, acting collectively, or DOJ may file a motion with the court to reopen the lawsuits.

18. This Agreement is effective between the DOJ and the State immediately upon execution. This Agreement is effective between the private plaintiffs and the State once the Court approves the Agreement. Simultaneously with their signing of this Agreement, counsel for the State and counsel for the private plaintiffs shall file a joint motion for preliminary approval of the Agreement under Rule 23 of the Federal Rules of Civil Procedure, and for approval of class notice. If the Court does not approve the Agreement, the private plaintiffs shall have 20 days from the date they receive actual notice of the Court's decision to move for an order reopening and reactivating the lawsuits pursuant to paragraphs 132 and 138 of the Juvenile Justice Agreement. The requirement of prior good-faith negotiations contained in paragraph 138 shall not be a bar to any such motion. During the pendency of the Court's approval of the Agreement, the State and the private plaintiffs agree to comply with it.

FOR DEFENDANTS

FOR THE STATE OF LOUISIANA AND
ITS OFFICES, AGENCIES, AND
DEPARTMENTS

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