

MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNITED STATES AND
OKLAHOMA COUNTY, OKLAHOMA

This Memorandum of Understanding (MOU) is entered into by the United States and Oklahoma County, Oklahoma (County) to address the United States' investigation into conditions at the Oklahoma County Jail and Annex (Jail), pursuant to the Civil Rights of Institutionalized Persons Act (CRIPA), 42 U.S.C. § 1997.

On April 8, 2003, the United States notified Oklahoma County officials of its intention to investigate conditions at the Jail, pursuant to the Civil Rights of Institutionalized Persons Act (CRIPA), 42 U.S.C. § 1997.

On July 31, 2008, the United States issued a findings letter pursuant to 42 U.S.C. § 1997. The County cooperated with the United States and agreed to implement recommended remedial measures at the Jail. The findings letter was not issued with any intention of creating, modifying, or compromising the rights of the County or any third party.

No person or entity is intended to be a third-party beneficiary of this MOU for purposes of any civil, criminal, or administrative action. Accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under this MOU. This MOU is not intended to impair or expand the right of any person or entity to seek relief against the County or its officials, employees, or agents, for their conduct. This Agreement is not intended to alter legal standards governing any such claims.

The County of Oklahoma County, the Board of County Commissioners and the Sheriff acknowledge the concerns of the Department of Justice as outlined in this MOU. However, it is Oklahoma County's contention that substantial progress has been made on conditions at the Oklahoma County Detention Center since those conditions were alleged in the Department of Justice's letter of July 31, 2008. The parties acknowledge that to fully implement this MOU,

funding will need to be obtained to hire additional staff and to remodel or replace the existing Jail. Irrespective of the approval of funding, the County of Oklahoma County agrees to meet its constitutional obligations.

By agreeing to sign this MOU, the County of Oklahoma County does not admit to, or confess to any violation of United States constitutional or statutory law, or Oklahoma constitutional or statutory law; nor does the County of Oklahoma County admit to, or confess, to any violation any federal or state statutory law as a result of the Department of Justice's Findings Letter of July 31, 2008.

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I. DEFINITIONS

- A. “United States” shall refer to the United States of America.
- B. “DOJ” shall refer to the United States Department of Justice, which represents the United States in this matter.
- C. “The County” shall refer collectively to Oklahoma County, Oklahoma, the Sheriff of Oklahoma County, in his official capacity, the members of the Oklahoma County Board of Commissioners, in their official capacity, and their agents and successors in office.
- D. “Sheriff” shall refer to the Sheriff of Oklahoma County.
- E. “Jailer” shall be construed to mean any County or Jail employee, irrespective of job title, whose regular duties include the supervision of inmates in the Jail.
- F. “Board of Commissioners” shall refer to the Oklahoma County Board of Commissioners.
- G. “Oklahoma County Jail” (Jail) includes the existing Jail facility, the facility known as the “Annex” as well as any other Oklahoma County institutions built, leased, or otherwise used, to replace the current Jail or Jail components.
- H. “Detainee” or “Detainees” shall be construed broadly to refer to one or more individuals detained at, or otherwise housed, held, in the custody of, or confined at either the existing Jail or any institution that is built or used to replace the Jail or any part of the Jail.
- I. “Qualified staff” or “qualified professional” shall refer to an individual qualified to render the requisite and appropriate care, treatment, judgment(s), training and service, based on credentials recognized in the specific field.
- J. Consistent with, or in accordance with, the term “generally accepted correctional standards of care” shall mean a decision by a qualified professional that is substantially aligned with contemporary, accepted professional judgment,

practice, or standards as to demonstrate that the person responsible based the decision on such accepted professional judgment.

- K. “Quality assurance” means a system of self-audit and improvement to assess the implementation and effectiveness of all remedies instituted pursuant to this MOU, to identify deficits that may exist, and to effectuate new measures to cure deficits identified.
- L. “Substantial compliance” indicates that the County has achieved compliance with most or all components of the relevant provision of the MOU.
- M. “Non-compliance” indicates that most or all of the components of the MOU provision have not yet been met.
- N. “Effective date” shall mean the date this MOU is signed by all the parties.
- O. “Includes” (or “including”) shall mean to contain in whole in part and “but not limited to.”
- P. “Remedial Plan” is the document titled “Information provided by the Oklahoma County Sheriff’s Office for review by the United States Department of Justice Civil Rights Division Special Litigation Section.”
- Q. “Provision” shall mean an entire substantive section of the MOU, e.g., “III.A Correctional Issues – ‘Detainee Safety and Supervision’ or “IV.B – Medical and Mental Health Staff and Training’ ” are each one provision. Subparagraphs are not severable.

II. BACKGROUND

- A. The Defendant, Oklahoma County, through the Board of Commissioners and Sheriff, owns, operates, and has responsibility for funding the Jail, located in Oklahoma County, Oklahoma.
- B. The Defendant Sheriff is responsible for the day-to-day operation of the Jail. In his official capacity the Sheriff has the custody, rule, and charge of the Jail and Jail Detainees.

III. CORRECTIONAL ISSUES

A. Detainee Safety and Supervision

1. Qualified Staff: The County shall ensure that the Jail is operated and managed by adequate qualified staff. The County shall hire sufficient numbers of qualified Jailers to operate the Jail safely and to carry out the requirements of this MOU. In order to achieve this, the County shall:
 - a. Within six months the County shall undertake, in accordance with generally accepted professional standards, a staffing study to determine necessary staffing levels at the Jail. Such study shall take into account all duties staff are required to perform (e.g., providing floor supervision, transport of detainees, regular rounds, conduct of shakedowns, immediate response to emergencies). The Department of Justice acknowledges the County of Oklahoma County is undertaking such staffing study and the County will provide findings of such study to DOJ staff within the time limits herein.
 - b. Upon the completion of the study called for in Paragraph III.A.1.a above, should the study indicate additional staff is necessary, the County shall use the staffing study results as a guide to the development and implementation of a staffing plan that will include reasonable timetables for implementation of this MOU and for the hiring of any additional staff. The Parties recognize this timetable may be impacted by the efforts needed by the County to seek additional funding to meet the required staffing levels. However, failure to secure funding does not release the County from the duty to provide constitutional conditions at the Jail. The Department of Justice is aware the County of Oklahoma County is intent on presenting a financing measure to the vote of the citizens of Oklahoma

County to reach the goal of this paragraph's directive. Whether or not sufficient funding is obtained, but without admitting any prior deficiencies, the County of Oklahoma County will provide constitutional living conditions for inmates and detainees at the Jail.

- c. The County shall continue work on its development of a direct supervision system for the detention center which will include having at least one officer in each housing unit/pod. The parties acknowledge that this system can only be implemented with sufficient funding for additional staff, operational resources, and remodeling or replacement of existing housing facilities. In the meanwhile, the County shall ensure that there is at least one officer in each control room and at least one roving officer ("Rover") on the floor to patrol every two housing units or pods. If the County fails to timely implement this provision, the United States reserves the right to take an immediate and appropriate enforcement action. The Department of Justice acknowledges that the County of Oklahoma County cannot implement this provision until a financial measure is passed by vote of the citizens of Oklahoma County to provide a funding source for the hiring and retention of additional staff, and to fund construction or remodeling of the existing Jail. Without admitting prior deficiencies, the County of Oklahoma County will agree, however, that it is obliged to continue striving to provide adequate staffing and supervision of inmates and detainees in the Jail.
- d. In the interim, the County shall evaluate, and implement, if there are alternatives currently available to increase Detainee supervision and safety including, but not necessarily limited to: increased video surveillance; more frequent rounds and shakedowns; increased use of diversion

programs; and contracting with other facilities to temporarily house County detainees.

- e. The County agrees to provide the DOJ with the results of the study and any and all documentation and information necessary to demonstrate that the County is moving forward in good faith and at reasonable pace to implement the requirements of Paragraph III.A.1 of this MOU.

- 2. Supervision and Rounds: Upon the effective date of this MOU the County shall promptly make all reasonable efforts to ensure that security staff conducts appropriate rounds with sufficient frequency to provide Detainees with adequate supervision and reasonable safety. Rounds shall be conducted at least every thirty (30) minutes for high security and high risk inmates or detainees, such as those in mental health observation and segregation units. Otherwise, rounds shall be conducted at least every sixty (60) minutes or more frequently based on generally accepted correctional standards. More frequent rounds shall be conducted for Detainees requiring more intensive supervision for security and safety reasons. These rounds shall include logged, visual inspections of all housing areas. Video surveillance may supplement, but must not be used to replace, rounds by Jailers. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.
- 3. Jail Maintenance: The Jail shall maintain the physical plant of the facility, with special emphasis on cell door maintenance, in proper working order and in a manner than maintains appropriate security and safety for Jail staff and Detainees. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

4. Monitoring Equipment: The County shall maintain in working order all cameras, alarms, and other monitoring equipment at the Jail. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.
5. Classification: The County shall maintain an appropriate classification system to protect Detainees from unreasonable risk of harm. Detainees shall be timely classified and placed in housing appropriate for security and safety. This system shall include consideration of a Detainee's security level, suicide risk, and past behavior. The County shall use best efforts to take into account the Jail's census, anticipated periods of unusual intake volume, and "waiting list" issues to timely and appropriately classify Detainees. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.
6. Detainee Discipline: The County shall ensure there are adequate policies, procedures and physical plant resources (e.g., segregation cells, adequate out-of-cell time for Detainees) in place to ensure the effective implementation of an adequate disciplinary system for Detainees. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.
7. Incident Reporting: The County shall document all serious incidents involving Detainees, including suicides, suicide attempts, Detainee-on-Detainee violence, use of force by staff, fires, escapes, and deaths. Such records shall be maintained and reviewed promptly and at regular intervals. Reviews shall include a case-by-case review of individual incidents as well as a more systemic review in order to identify potential patterns of incidents. The County shall incorporate such information into its quality assurance practices and take any necessary

corrective action needed to remedy identified deficiencies. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

8. Investigations: The County shall maintain internal investigation policies, procedures, and practices. Where appropriate, the County shall implement remedies based upon the results of these internal investigations. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.
9. Use of Force Reviews: The County shall develop and implement policies and procedures to ensure prompt supervisory and/or management review of all use of force incidents to determine whether - the use of force was appropriate; a referral should be made to a local law enforcement agency or district attorney for possible criminal action; remedial training is necessary; facility policies should be revised. Consistent with generally accepted standards, the level of investigation required will be based upon the severity of the force used. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

B. Staff Training

10. Training Regarding this MOU: The County shall provide training and supervision to staff sufficient to implement the provisions of this MOU. Additionally, the County will provide an initial orientation for all new Jail employees on Jail policies, security procedures, and Detainee rights. The County shall also develop a Jail training program that includes pre-service and annual in-service training for all staff. Without admitting prior deficiencies, the County

of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

11. Scope of Training: Jail staff must all be trained and authorized to handle basic security functions. Such functions include: (a) providing general supervision of housing units; (b) dealing promptly with emergency situations; (c) conducting inspections of cell door functioning; (d) conducting cell searches; (e) opening cell doors; and (f) implementing Jail policy and procedures. Jail staff must also be trained on the medical and mental health policies and procedures as detailed in Sections IV and V below. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

IV. MEDICAL AND MENTAL HEALTH CARE

A. General Provisions

12. Standard: The County shall ensure that services to address the serious medical and mental health needs of all Detainees meet generally accepted correctional standards of medical and mental health care.
13. Policies and Procedures: The County shall develop and implement medical and mental health care policies and procedures, including those involving intake, communicable disease screening, sick call, chronic disease management, acute care, infection control, infirmary care, and dental care. All relevant staff shall have ready access to medical and mental health policies and procedures.
14. Record keeping: The County shall develop and implement a record-keeping system to ensure adequate and timely documentation of health care assessments and treatments, and ensure all relevant staff have adequate and timely access to such documents. All medical records, including laboratory reports, shall be timely filed in the detainees' medical file. The medical record shall be complete,

and, when possible, shall include information from prior Jail incarcerations. The County shall implement an adequate system for medical records management. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

B. Medical and Mental Health Staff and Training

15. Staffing: The County shall maintain sufficient staffing levels of qualified medical staff and mental health professionals to provide adequate care for Detainees' serious medical and mental health needs.
16. Health Services Administrator: The County shall retain a qualified health care professional to serve as the Health Services Administrator (HSA) overseeing all day-to-day aspects of health care at the Jail. The HSA's shall be responsible for coordinating health care services to ensure that Detainees receive adequate:
 - (a) initial clinical screenings;
 - (b) 14-day health assessments;
 - (c) communicable disease screening;
 - (d) medical and mental health sick call;
 - (e) physician referrals;
 - (f) mental health referrals;
 - (g) timely emergency and specialty care, and
 - (h) admissions to local hospitals, when appropriate; andchronic care. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.
17. Mental Health Administrator: The County shall retain an adequately qualified mental health professional to serve at the Jail Mental Health Administrator (MHA). The MHA shall be responsible for coordinating and delivering mental health services to Jail Detainees. This individual shall be responsible for
 - (a) ensuring Detainees have timely access to mental health care for serious needs;
 - (b) ensuring that Jail mental health care complies with Jail policies and applicable

standards; and (c) evaluating and coordinating treatment for Detainees in response to mental health referrals from the HSA and other medical staff or providers.

Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

18. Medical and Mental Health Staff Training: The County shall ensure that all medical and mental health staff are adequately trained to meet the serious medical and mental health needs of Detainees. All such staff shall continue to receive documented orientation and in-service training in accordance with their job classifications, and training topics shall include suicide prevention and the identification and care of Detainees with mental health disorders. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.
19. Security Staff Health Care Training: The County shall ensure that security staff are adequately trained in the identification, timely referral, and proper supervision of Detainees with serious medical or mental health needs. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

C. Screening and Assessments

20. Intake Screening: The County shall appropriately screen all Detainees upon arrival at the Jail to identify individuals with serious medical or mental health conditions, including - acute medical needs, infectious diseases, chronic conditions, physical disabilities, mental illness, suicide risk, and drug and/or alcohol withdrawal. Such screening shall be performed by an appropriately qualified mental health professional. Detainees who screen positively for any of

these items shall be referred for immediate or prioritized screening by the HSA or other qualified health care staff. Jailers supervising newly arrived Detainees shall physically observe the conduct and appearance of these Detainees to determine whether they have a more immediate need for medical or mental health attention prior to their initial health screenings. Qualified medical staff shall review the initial screening forms daily in order to identify serious medical care needs. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

21. Initial Clinical Health Screening: The County shall provide for initial clinical health screening by the HSA, or other clinical staff sufficiently qualified to conduct such screening, for new Detainees and Detainees transferring from other correctional institutions within forty-eight (48) hours of each Detainee's arrival at the Jail. The County shall ensure that staff performing initial health screenings are trained and qualified to complete the assessments. For this initial health screening, clinical staff shall record and seek the Detainees' cooperation to provide - (a) medical, surgical, and mental health history, including current or recent medications; (b) current injuries, illnesses, evidence of trauma, and vital signs, including recent alcohol and substance use; (c) history of substance abuse and treatment; (d) pregnancy; (e) history and symptoms of communicable disease; (f) suicide risk history; and (g) history of mental health treatment, including medication and hospitalization. Jail staff shall attempt to elicit the amount, frequency, and time of the last dosage of medication from every Detainee reporting that he or she is currently or recently on medication, including psychotropic medication. The HSA shall consult routinely with the supervising physician, qualified mental health professionals, and other health care providers

as needed to ensure adequate treatment for Detainees' serious medical problems. This initial health screening information shall promptly become part of a Detainee's medical record. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

22. Fourteen Day Health Assessment: Qualified medical staff shall perform full physical and mental health assessments for each Detainee within 14 days of a Detainee's arrival at the Jail. The assessment shall include - (a) a comprehensive medical history; (b) physical examination; (c) testing for tuberculosis and other relevant communicable diseases; (d) mental health history; and (e) current mental health status examination. Records documenting the assessments and results shall become part of each Detainee's medical record. A re-admitted Detainee (or a Detainee transferred from another facility), who has received a documented full health assessment within the previous three months and whose receiving screening shows no change in the Detainee's health status, need not receive a new full physical health assessment. For such Detainees, qualified personnel shall review prior records and update tests and examinations as needed. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.
23. Screening, Testing and Treatment of Communicable Diseases: The County shall develop and implement a policy for communicable disease screening, testing, and treatment. The communicable disease policy and plan initiated by the Jail in 2007 shall be completely implemented within 120 days of the Effective Date of this MOU. Medical staff, including the Jail physician and HSA, shall work with the County and the local public health department in developing the communicable

disease plan. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

D. Access to Treatment

24. Access to Medical and Mental Health Services: The County shall ensure that all Detainees have adequate opportunity to request and receive timely medical and mental health care through written sick call requests that are collected by medical staff without requiring Jailer involvement. For illiterate Detainees (only), the County shall permit such Detainees to have access to the sick call system orally by requesting access through a Jailer, who must then fill out a request slip for the Detainee within a reasonable time after the oral request. The HSA shall screen all written requests for medical and/or mental health care within twenty-four (24) hours of submission, and see patients within the next seventy-two (72) hours, or sooner if medically appropriate. The County shall develop and implement a sick call policy and procedure which includes an explanation of the order in which to schedule patients, a procedure for scheduling patients, where patients should be treated, the requirements for clinical evaluations, and the maintenance of a sick call log. Treatment of Detainees in response to a sick call slip shall occur in a clinical setting. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.
25. Referrals for Specialty Care: The County shall ensure that - (a) Detainees whose serious medical or mental health needs exceed the services available at the Jail shall be referred in a timely manner to appropriate medical or mental health care professionals; (b) the findings and recommendations of such professionals are tracked and documented in Detainees' medical files; and (c) treatment

recommendations are followed as clinically indicated. The County shall maintain sufficient security staff to ensure that Detainees requiring treatment are escorted to appointments in a timely manner. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

26. Access to Emergency Care: The County shall train medical and security staff to recognize and respond appropriately to medical and mental health emergencies. Furthermore, the County shall ensure that Detainees with emergency medical or mental health needs receive timely and appropriate care, including prompt referrals and transports for outside care when medically necessary. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.
27. Chronic Disease Management Program: The County shall develop and implement a written chronic care disease management program, consistent with generally accepted correctional standards, which provides Detainees suffering from chronic illnesses with appropriate diagnosis, treatment, monitoring, and continuity of care. As part of this program, The County shall maintain a registry of Detainees with chronic diseases. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.
28. Drug and Alcohol Withdrawal Identification and Treatment: The County shall ensure that all Detainees demonstrating symptoms of drug and alcohol withdrawal are timely identified. The County shall provide appropriate treatment, housing and medical supervision for drug and alcohol withdrawal. Without admitting

prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

29. Pregnant Detainees: The County shall ensure that pregnant Detainees are provided adequate pre-natal care in accordance with generally accepted correctional standards of care. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

E. Medication

30. Medication Administration: The County shall ensure that all medications, including psychotropic medications, are prescribed appropriately and administered in a timely manner to adequately address the serious medical and mental health needs of Detainees. The County shall ensure that Detainees who are prescribed medications for chronic illnesses that are not used on a routine schedule, including inhalers for the treatment of asthma, have access to those medications as medically appropriate. The County shall develop and implement adequate policies and procedures for medication administration and adherence. The County shall ensure that the prescribing practitioner is notified if a patient misses a medication dose on three consecutive days, and shall document that notice and take appropriate follow-up action. The County shall ensure that medication administration records are appropriately completed and maintained in each Detainee's medical record. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.
31. Continuity of Medication: The County shall ensure that arriving Detainees who report that they have been prescribed medications shall receive the same or comparable medication as soon as is reasonably possible upon verification that

the medication is appropriate, unless a medical professional determines such medication is inconsistent with generally accepted correctional standards. If the Detainee's reported medication is ordered discontinued or changed by a medical professional, a medical professional shall conduct and document a face-to-face evaluation of the Detainee as medically appropriate. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

F. Mental Health Care

32. Mental Health Treatment: The County shall ensure that a qualified mental health professional provides timely, adequate, and appropriate screening, assessment, evaluation, treatment and structured therapeutic activities to Detainees requiring mental health services, Detainees who become suicidal, and Detainees who enter the Jail with serious mental health needs or develop serious mental health needs while incarcerated. In the interim, the County shall coordinate with the Oklahoma Department of Mental Health to obtain additional resources and improve coordination for mental health care in the Jail. The County will also consult with qualified mental health expert(s) on developing in-house mental health programs. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.
33. Mental Illness Training: The County shall conduct initial and periodic training for all security staff on how to recognize symptoms of mental illness and respond appropriately. Such training shall be conducted by a registered nurse and shall include instruction on how to recognize and respond to mental health emergencies. Without admitting prior deficiencies, the County of Oklahoma

County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

34. Mental Health Assessment and Referral: The County shall develop and implement adequate policies, procedures, and practices consistent with generally accepted correctional standards to ensure timely and appropriate mental health assessments by a qualified mental health professional for any Detainee who becomes suicidal and those Detainees whose mental health histories, whose responses to initial screening questions, or whose behavior indicate a need for such an assessment. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

V. SUICIDE PREVENTION

35. Suicide Prevention Policy: The County shall implement a suicide prevention policy that includes the following provisions - (a) training; (b) intake screening/assessment; (c) communication; (d) housing; (e) observation; (f) intervention; and (g) mortality and morbidity review. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.
36. Suicide Prevention Education Curriculum: The County shall implement a suicide prevention education curriculum that will include the following topics - (a) the suicide prevention policy as revised consistent with this MOU; (b) how facility environments may contribute to suicidal behavior; (c) potential predisposing factors to suicide; (d) high risk suicide periods; (e) warning signs and symptoms of suicidal behavior; (f) case studies of recent suicides and serious suicide attempts; (g) mock demonstrations regarding the proper response to a suicide attempt; and (h) the proper use of emergency equipment. Without admitting prior

deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

37. Staff Training: Within six months of the effective date of this MOU, the County shall ensure that all existing and newly hired Jailers and medical staff receive training on the suicide prevention curriculum described above. The County shall ensure that Jailers receive both initial and annual refresher training on the suicide curriculum. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.
38. Initial Suicide Risk Screening: The County shall develop and implement policies and procedures pertaining to intake screening in order to identify newly arrived Detainees who may be at risk for suicide. The screening process shall include inquiry regarding - (a) past suicidal ideation and/or attempts; (b) current ideation, threat, plan; (c) prior mental health treatment/hospitalization; (d) recent significant loss (job, relationship death of family member/friend, etc.); (e) history of suicidal behavior by family member/close friend; (f) suicide risk during prior confinement in a state facility; and (g) arresting/transporting officer(s) belief that the Detainee is currently at risk. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.
39. Housing: Within 12 months from the effective date of this MOU, the County shall provide safe housing and adequate supervision of suicidal detainees in suicide-resistant cells. Suicide-resistant cells shall include replacement or modification of fixtures (e.g. grates, cell bars, or faucets) that can be conducive to hanging so that they are suicide-resistant. The location of the cells shall provide full visibility to staff. Without admitting prior deficiencies, the County of

Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

40. Observation: The County shall develop and implement policies and procedures pertaining to observation of suicidal Detainees, whereby a Detainee who is not actively suicidal, but expresses suicidal ideation (e.g., expressing a wish to die without a specific threat or plan) and/or has a recent prior history of self-destructive behavior, or a Detainee who denies suicidal ideation or does not threaten suicide, but demonstrates other concerning behavior, indicating the potential for self-injury, shall be placed under “Close Observation Status” and observed by staff at staggered intervals not to exceed every 15 minutes. A Detainee who is actively suicidal, either threatening or engaging in self-injurious behavior, shall be placed on “Constant Watch Status” and observed by staff on a continuous, uninterrupted basis. Any observer responsible for a suicide watch shall have a clear, unobstructed view of the suicidal Detainee at all times. Suicide checks shall be logged at least once every 15 minutes, at staggered intervals, by Jailers. Any Detainee on suicide precautions shall be referred for a mental health care assessment and treatment. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

41. Suicide Risk Assessment: The County shall ensure that a formalized suicide risk assessment by a qualified mental health professional is performed within an appropriate time not to exceed 48 hours of the initiation of suicide precautions. The assessment of suicide risk by qualified mental health professionals shall include, but not be limited to, the following - (a) description of the antecedent events and precipitating factors; (b) suicidal indicators; (c) mental status examination; (d) previous psychiatric and suicide risk history, level of lethality;

(e) current medication and diagnosis; and (f) recommendations/treatment plan. Findings from the assessment shall be documented on both the assessment form and health care record. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

42. Step-Down Observation: The County shall develop and implement a “step-down” level of observation whereby Detainees on suicide precaution are released gradually from more restrictive levels of supervision to less restrictive levels for an appropriate period of time prior to their discharge from suicide precautions. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

43. Discharge from Suicide Precautions: The County shall ensure that Detainees are not discharged from suicide precautions without an evaluation and recommendation by a qualified mental health professional. All Detainees discharged from suicide precautions shall continue to receive follow-up assessments in accordance with a treatment plan developed by a qualified mental health professional(s). Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

VI. ENVIRONMENTAL HEALTH AND SAFETY

A. General Sanitation

44. Cleanliness: The County shall maintain a clean and sanitary Jail. Within 60 days after entry of this MOU, the County will thoroughly clean, refurbish, and fumigate the existing Jail facility as needed. Afterwards, the County shall regularly clean and maintain the Jail pursuant to a general housekeeping and

maintenance plan. Detainees shall be provided cleaning materials on a daily basis or more frequent as appropriate, but the County is ultimately responsible for the Jail's cleanliness and physical condition. The County shall assign a Jailer supervisor responsibility for overseeing implementation of the housekeeping and maintenance plan. This supervisor shall be responsible for overseeing any staff or detainees responsible for ensuring that needed sanitation and cleaning actually occur. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

45. Plumbing and Ventilation: In order to maintain sanitary living conditions, prevent Detainee injuries, and reduce the risk of infectious disease transmission, the County shall ensure that plumbing and ventilation systems are adequately maintained and installed. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.
46. Pest Control: The County shall develop and implement a reasonably integrated pest management program at the Jail. The County shall continue to contract for routine, professional exterminator services, including routine spraying and follow up as needed. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.
47. Laundry: The County shall develop and implement policies and procedures for laundry procedures to protect Detainees from risk of exposure to contagious disease, bodily fluids, and pathogens. The County shall ensure that Detainees are provided clean clothing, underclothing, and bedding in compliance with policy, and that the laundry exchange schedule provides equitable distribution and pickup

service to all housing areas. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

48. Infection Control Plan: The County shall develop and implement an infection control plan that addresses contact, blood borne, and airborne hazards and infections. In particular, the plan shall include provisions for the identification, treatment, and control of Methicillin-Resistant Staphylococcus Aureus and tuberculosis at the Jail. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.
49. Food Service: The County shall ensure that the food service program at the Jail is operated in a safe and hygienic manner. To reduce the risks of food-borne illnesses, the County shall develop and implement a food service plan to ensure - (a) safe food preparation, handling, and storage; (b) proper sanitation of food preparation areas and equipment; and (c) appropriate training and supervision of persons responsible for food service. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

B. Fire Safety

50. Fire and Life Safety Equipment: The County shall ensure that the Jail has adequate fire and life safety equipment, including properly installed and maintained smoke detectors and fire alarms in all housing areas. The County shall ensure that all fire and life safety equipment is properly maintained and inspected, with adequate documentation thereof. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

51. Fire Procedure Training: The County shall implement competency-based testing for staff regarding fire/emergency procedures. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.
52. Fire Safety Plan/Drill: The County shall develop and implement a written comprehensive fire safety and emergency/disaster plan, and ensure that staff are appropriately trained in implementing the plan. Mock fire drills shall also be conducted to ensure staff are familiar with safe safety procedures and evacuation methods. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.
53. Key Control: The County shall ensure that emergency keys are appropriately marked and identifiable by touch, and consistently stored in a quickly accessible location, and that staff are adequately trained in the use of the emergency keys. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.
54. Exit Plans: The County shall post and maintain clearly labeled fire exit plans which are accepted by the Fire Marshal. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.
55. Flammable Materials: The County shall control combustibles and eliminate highly flammable materials throughout Detainee living areas. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

56. Emergency Preparedness: The County shall maintain the Jail in a manner that provides adequate fire safety. The County shall take all reasonable measures to ensure that - (a) Detainees can be evacuated in a safe and timely manner during an emergency; (b) emergency exit routes are free of obstacles, maintained in a safe manner, and available for use; (c) emergency keys are readily accessible to staff. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

VII. QUALITY ASSURANCE

57. Policies and Procedures: The County shall develop and implement written quality assurance policies and procedures to regularly assess and ensure compliance with the terms of this MOU. These policies and procedures shall include, at a minimum - (a) provisions requiring an annual quality management plan and annual evaluation; (b) quantitative performance measurement tools; (c) tracking and trending of data; (d) morbidity and mortality reviews with self-critical analysis; and (e) review of Detainees' emergency room visits and hospitalizations. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

58. Corrective Action Plans: The County shall develop and implement policies and procedures to address problems that are uncovered during the course of quality assurance activities. The County shall develop and implement corrective action plans to address these problems in such a manner as to prevent them from occurring again in the future. Without admitting prior deficiencies, the County of Oklahoma County will continue striving to provide constitutional standards of care to all detainees and inmates at the Jail.

VIII. CONSTITUTIONALLY SOUND FACILITY

59. In order to ensure that the Jail is operated in accordance with Constitutional requirements, the County shall ensure that all Oklahoma County agencies take any actions necessary to comply with the provisions of this MOU
60. Physical Plant: By four years from the effective date of this MOU, the County shall house all Oklahoma County Jail Detainees at a facility that meets minimum constitutional standards. By this date, the County will house Detainees in a facility that complies with this MOU. The parties anticipate that the County will either improve or renovate the existing Jail facility or begin efforts to replace or expand the current Jail with a new facility or facilities to meet the requirements of this MOU. In accordance with this, the County shall create a commission or similar entity, to develop a series of recommendations, and appropriate timetables to address this Jail expansion and renovation program. The renovated, new, or expanded Jail shall include adequate numbers of security cells to address security and classification needs, appropriate security design features to ensure adequate Detainee safety, and adequate medical and mental health clinical space. The County shall ensure that any renovation or construction complies with generally accepted correctional standards and all applicable local and federal law.

IX. COMPLIANCE, REPORTING, AND DOJ MONITORING

A. Substantial Compliance

61. Substantial Compliance: Non-compliance with mere technicalities, or temporary failure to comply during a period of otherwise sustained compliance, shall not constitute failure to maintain substantial compliance. At the same time, temporary compliance during a period of otherwise sustained non-compliance shall not constitute substantial compliance.

62. Compliance Timeline: The County shall begin implementing this MOU immediately upon its Effective Date. Except where otherwise specifically indicated, the County shall complete implementation of all the provisions of this MOU within one hundred and 180 days after the Effective Date. If the County is unable to complete implementation of any provision within this time period, the County shall request an extension from the United States, which shall include the reason(s) for the failure to meet the timeline. If the County fails to implement the terms of this MOU on a timely basis, the United States may take appropriate action, including filing litigation to seek relief, at any time.
63. Emergency Situations: If the County's non-compliance with any provision of this MOU constitutes an emergency (i.e., an imminent threat to the health, safety, or life of a Detainee or Detainees), the United States may file for immediate injunctive relief to remedy the deficient condition(s) or practice(s) at the Jail.

B. Compliance Reporting

64. The County shall submit quarterly compliance reports to the United States, the first of which shall be filed within 90 days of the date of this MOU. Thereafter, the quarterly reports shall be filed 15 days after the termination of each four-month period thereafter until the MOU is terminated. Each compliance report shall describe the actions the County has taken during the reporting period to implement this MOU and shall make specific reference to the MOU provisions being implemented.
65. The County shall maintain sufficient records to document that the requirements of this MOU are being properly implemented and shall make such records available at all reasonable times for inspection and copying by the United States. In addition, the County shall maintain and submit upon request records or other documents to verify that they have taken such actions as described in their

compliance reports (e.g., census summaries, policies, procedures, protocols, training materials, and incident reports) and will also provide all documents reasonably requested by the United States.

C. Compliance Monitoring

66. DOJ representatives, with their experts, shall conduct periodic, on-site compliance monitoring tours. The County shall provide DOJ representatives with reasonable access to Detainees and staff, documents, and information relating to implementation of this MOU. DOJ shall have the right to conduct confidential interviews with Detainees, and to conduct interviews with facility staff outside the presence of other staff or supervisors. The DOJ's right of access includes all documents regarding medical care, mental health care, suicide prevention, or protocols or analyses involving one of those subject areas.

D. General Provisions

67. Dissemination of MOU: Within 30 days of the effective date of this MOU, the County shall distribute copies of the MOU to all relevant staff, including all medical and security staff at the Jail and explain it as appropriate.
68. Successors: This MOU, to the degree allowed by law, shall be applicable to and binding upon all parties, their officers, agents, employees, assigns, and their successors in office.
69. Costs: All parties shall bear their own costs, including attorney fees.
70. Unforeseen Delay: If any unforeseen circumstance occurs which causes a failure to timely carry out any requirements of this MOU, the County shall notify DOJ in writing as soon as possible, but no later than 20 calendar days of the time that the County became aware of the unforeseen circumstance and its impact on the County's ability to perform under the MOU. The notice shall describe the cause of the failure to perform and the measures taken to prevent or minimize the

failure. The County shall implement all reasonable measures to avoid or minimize any such failure.

71. Non-Retaliation: The County shall not retaliate against any person because that person has filed or may file a complaint, provided information or assistance, or participated in any other manner in an investigation or proceeding relating to this MOU.
72. Notice: “Notice” under this MOU shall be provided by overnight delivery or U.S. regular mail and shall be provided to counsel for the County and counsel for the United States.
73. Subheadings: All subheadings in this MOU are written for convenience of locating individual provisions. If questions arise as to the meanings of individual provisions, the parties shall follow the text of each provision.

X. TERMINATION

74. This MOU shall terminate five years after the effective date of the MOU, if the parties agree that the Jail is in substantial compliance with all provisions of this Agreement and has maintained substantial compliance with all provisions for twelve (12) months. The United States shall conduct a baseline compliance tour no later than 150 days after execution of this MOU. After DOJ issues its assessment and recommendations from this baseline tour, the County may request a re-assessment every six months thereafter. The Department of Justice acknowledges and agrees that if the County of Oklahoma County attains substantial compliance with one or more of the provisions of this MOU, the Department of Justice shall state such in writing to the Board of County Commissioners of Oklahoma County identifying the provision or provisions in which the County is in compliance. Furthermore, if such compliance is maintained for a year after the initial finding of substantial compliance, the United

States shall agree to release Oklahoma County from that provision of the MOU.

The burden shall be on the County to demonstrate that it has maintained substantial compliance with each of the provisions of this MOU. The parties shall notify each other of any court challenge to this MOU.

75. If, after reasonable notice to the County, and a reasonable opportunity to cure any deficiencies identified in writing, the United States determines that the County has not substantially complied with this MOU, the United States may pursue litigation against the County. Notwithstanding the foregoing, the United States reserves the right to file an action under CRIPA alleging a pattern or practice of unconstitutional conditions at the Jail at any time if it believes that the County of Oklahoma County is not making a good faith effort to substantially comply with this MOU or if there is an emergent situation involving an imminent, serious threat to the life, health, or safety of inmates or staff.
76. Failure by any party to enforce this entire MOU or any provision thereof with respect to any deadline or any other provision herein shall not be construed as a waiver of its right to enforce any deadlines and provisions of this MOU.
77. This MOU is the complete agreement between the parties addressing the United States' investigation into conditions at the Jail pursuant to CRIPA. With the exception of DOJ's findings letter referenced in the Preamble herein and any DOJ technical assistance recommendations, no prior or contemporaneous communications, oral or written, will be relevant or admissible for purposes of determining the meaning of any provisions herein, in litigation, or in any other proceeding.

XI. MODIFICATION OF THE MOU

78. If, at any time, any party to this MOU desires to modify it for any reason, that party will notify the other parties in writing of the proposed modification and the reasons therefor. No modification will occur unless there is written agreement by the parties.

FOR THE UNITED STATES:

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Civil Rights Division

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APPROVED by the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, OKLAHOMA** this 28th day of October, 2009.

**BOARD OF COUNTY COMMISSIONERS
OF OKLAHOMA COUNTY, OKLAHOMA**

/s Raymond L. Vaughn
BY: _____
Chairman

/s Willa Johnson
BY: _____
Member

/s Brian Maughan
BY: _____
Member

ATTEST:

/sCarolynn Caudill

Carolynn Caudill, County Clerk

Approved as to form and legality this 28th day of October, 2009

/s David W. Prater

David W. Prater, District Attorney,