



PC-CO-001-001

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 77-C-1093

MICHAEL "NICK" DIAZ, et al.,

Plaintiff,

vs.

ROY ROMER, et al.,

Defendant.

FINAL AGREEMENT AND STIPULATION

The parties herein, by and through their attorneys, hereby enter into this Final Agreement and Stipulation. The parties to this case request that the Court adopt this Agreement as a final disposition of this matter, as set forth below.

PARTIES

1. Plaintiffs are the class of all present and future inmates confined at three of the State's prisons, Colorado Territorial Correctional Facility (CTCF), Centennial Correctional Facility (CCF), and Shadow Mountain Correctional Facility (SMCF).**1

1** Prior to the conclusion of these negotiations, Shadow Mountain was consolidated with Fremont Correctional Facility (FCF). As of the time of the signing of this Final Agreement and Stipulation, Cellhouses 1-4 of the consolidated FCF comprise the

Defendants are the Governor of the State of Colorado, the Executive Director of the Colorado Department of Corrections, and certain other officials within the Department of Corrections.

CASE HISTORY

2. This proceeding was originally initiated as an action under 42 U.S.C. section 1983 challenging the conditions of confinement at the facility presently known as CTCF. This suit was filed pro se by inmate Fidel Ramos. After appearance of counsel for plaintiffs and amendment of their complaint, this matter was certified as a class action on March 31, 1978, in accordance with Rule 23 of the Federal Rules of Civil Procedure. Pursuant to order of the Court, the class now consists of all persons who are now or in the future may be incarcerated at CTCF, CCF, or SMCF.

3. Trial to the Court began on October 15, 1979 and lasted five weeks. At the conclusion of that trial, the Court issued its findings that the conditions of confinement at CTCF violated the Eighth Amendment's prohibition against cruel and unusual punishment. See: Ramos v. Lamm, 485 F. Supp. 122 (D. Colo. 1979), aff'd in part and rev'd in part, 639 F.2d 559 (10th Cir. 1980);

facility previously known as Shadow Mountain. For purposes of this Agreement, all references to "SMCF" or "Shadow Mountain Correctional Facility" refer to Cellhouses 1-4 in the consolidated Fremont.

on remand, 529 F. Supp. 1059 (D. Colo. 1981). To remedy the unconstitutional conditions, the Court directed the state defendants to implement certain changes in the operations of the prison. For the protection of the class, the Court's orders were made applicable to all three facilities presently at issue.

4. The Court's remedial orders include a Consent Order dated August 7, 1985. This order directed defendants to comply with numerous provisions in the operation of the three facilities. At the time of entry of that order, it was the intent of the parties and the Court that, "Provided that defendants are substantially in compliance herewith, this consent order, and defendants' obligations hereunder, shall terminate, and the case shall be deemed closed, 18 months after the order is entered by the Clerk of the Court." Paragraph 1(c), page 2 of 1985 Consent Order.

5. Due to changed circumstances, the 1985 Consent Order has remained in effect with certain changes. On March 21, 1989, the Court entered the Amended (Master) Consent Order. That order maintained the provisions of the 1985 order, and in some ways modified the provisions of the 1985 order.

6. Since the entry of the 1985 Consent Order, plaintiffs, through class counsel, have continued to investigate and monitor

conditions at the three facilities, and defendants' compliance with the Court's orders. For example, in late 1986 and early 1987 plaintiffs arranged for certain experts to inspect the three facilities in order to evaluate defendants' compliance with the Court's directives. In late 1988 and early 1989, plaintiffs conducted substantial discovery, which included a voluminous document production from defendants and a number of depositions of Department of Corrections personnel, on the issue of compliance with the Consent Order. In March 1989, in the Amended (Master) Consent Order, the parties agreed that jointly selected experts in the areas of security, physical plant conditions, mental health, and medical and nursing care would inspect the three facilities semi-annually. In accordance with that agreement, the "joint experts" conducted these inspections for a two-year period.

7. In February, 1990 plaintiffs raised the issue of defendants' compliance with the Court's orders by the filing of a formal pleading (Plaintiffs' Motion For Entry Of Order Requiring Defendants To Show Cause Why They Should Not Be Held In Contempt For Failing To Comply With The 1985 Consent Order). In preparation for hearing on this motion plaintiffs have conducted substantial discovery, requesting voluminous documents from defendants regarding the issue of compliance. (Hearing on plaintiffs'

motion was set for March, 1991, but was continued at plaintiffs' request. At the present time, hearing on the motion has not been reset.) In addition to formal discovery and the investigations approved by order of the Court (e.g. "joint expert" inspections), plaintiffs have obtained a number of other public documents relevant to the question of defendants' compliance with the Consent Orders.

8. Based, in part, upon these investigations, the parties have concluded that a resolution of this proceeding, as set forth in this Final Agreement and Stipulation, is in the interests of both plaintiffs and defendants. This Agreement has been arrived at through arms-length negotiations between the parties. The parties are represented by skilled and experienced legal counsel. In particular, class counsel have represented the class in this case virtually since its inception, and are very familiar with these proceedings and defendants' past compliance with the consent decrees.

9. Plaintiff class members have also had substantial opportunity, throughout the pendency of this proceeding, to bring any issue concerning conditions at the three facilities and defendants' compliance with the Court's orders to the attention of class counsel and the Court. In addition, class members, through their representatives, have had the opportunity to discuss this

settlement with class counsel, and are familiar with its terms, and are aware of their rights under Rule 23(e), Federal Rules of Civil Procedure.

FINAL CLOSURE

10. The parties recognize that consent orders are not intended to operate in perpetuity. Moreover, the parties recognize that, when the 1985 Consent Order was entered, it was the Court's and the parties' intent that this proceeding and defendants' obligations pursuant to this proceeding were to end after an 18 month period. See paragraph 4, supra.

In recognition of these facts and in consideration of the obligations undertaken by defendants in this Agreement, the parties agree:

11. Upon approval of this Final Agreement and Stipulation by the Court, all previous orders of the Court in this action shall be dissolved and cease to be effective, and all obligations of the defendants under any and all previous orders shall immediately end. Plaintiffs' pending Motion to Show Cause why defendants should not be held in contempt shall be withdrawn, and all claims which were brought or could have been brought under prior consent decrees or other orders of the Court are hereby resolved.

12. After approval of this Agreement by the Court, any person or entity, including any inmate incarcerated at one of the three facilities, seeking to challenge a condition or conditions of confinement at CTCF, CCF, or SMCF shall be required to initiate a new lawsuit by the filing of a new summons and complaint. The State's legal obligations with respect to conditions of confinement at any of the three facilities, after the Court's approval of this Agreement, shall be governed by applicable constitutional standards and the terms of this Agreement.

13. After Court approval of this Final Agreement and Stipulation, the Court's jurisdiction over the three facilities under the present proceeding, Civil Action No. 77-C-1093, shall be limited as set forth herein. Specifically, the Court shall retain jurisdiction only to ensure that defendants have fulfilled the obligations undertaken in this Final Agreement and Stipulation. If plaintiffs have reasonable cause to believe that defendants have failed to substantially perform any obligation undertaken in this Agreement, they may apply to the Court for a hearing regarding defendants' compliance. At any hearing regarding the issue of defendants' compliance with the terms of this Final Agreement and Stipulation, plaintiffs shall have the burden of proving that defendants have failed to substantially comply. If, after hearing, the Court finds that defendants have failed to

substantially comply, the sole remedies available to the Court shall be an order directing specific performance of the agreements herein, and, if appropriate under applicable legal principles, the issuance of contempt for failure to substantially comply with the Court's order of specific performance. In no event shall the Court be reinvested with the jurisdiction to oversee any of the operations at any of the three facilities. For purposes of this Final Agreement and Stipulation, "substantially comply" or "substantial compliance" means that defendants generally are in compliance with the terms of this agreement. Isolated or minor incidents of noncompliance will not be regarded as a failure to comply with this agreement for purposes of any enforcement action.

14. This Final Agreement and Stipulation provides that specific actions shall be performed by certain dates. Defendants have agreed to complete all undertakings by June 30, 1994. On June 30, 1994 or 60 days after class counsel's receipt of the reports referenced in paragraph 24, whichever is later, if no motion by plaintiffs is pending challenging defendants' compliance with the terms of this Final Agreement and Stipulation, this matter shall be deemed closed in its entirety without further Court action. Thereafter, all agreements made by defendants, including those in this Final Agreement and Stipulation, shall be

at an end and this proceeding shall be deemed permanently closed in all respects.

DEFENDANTS' UNDERTAKINGS

In consideration of plaintiffs' agreement to final closure, defendants agree to perform the following:

15. Plaintiffs have questioned the adequacy of ventilation at CCF. Defendants believe that ventilation at this facility is sufficient, and, in particular, in compliance with the requirements set forth in the 1985 Consent Order (10 cubic feet of fresh or purified air per minute per person). In order to resolve this dispute, defendants agreed to retain an independent contractor who would evaluate ventilation at CCF. Defendants agreed to take any necessary corrective action if ventilation was measured by the independent contractor at less than 10 c.f.m./min/person. Defendants have already obtained an independent evaluation of ventilation at this facility, and that study has now been provided to plaintiffs. That independent analysis shows that ventilation at CCF is in compliance with the Court's order.

16. To address perceived problems with food temperatures at the facilities, defendants agree to replace all food carts used in the delivery of food at the three facilities. Defendants shall purchase (i.e. take delivery of) one-half of the new food

carts as soon as possible during the State's 1992-93 fiscal year, and the remainder as soon as possible during the 1993-94 fiscal year. In any event, each purchase shall occur no later than June 30 of each fiscal year.

17. The Department of Corrections currently has plans and funding to renovate Cellhouse 3 at CTCF. Defendants commit to complete this renovation by June 30, 1994 in accordance with Attachment A. As a result of this renovation, Cellhouse 3 will achieve equivalency under the National Fire Protection Association Code.

18. To improve the medical and mental health care provided to class members, defendants agreed to hire a full-time medical director and an additional full-time psychiatrist for the Department of Corrections. Both of these individuals were hired by the Department before conclusion of settlement discussions. As part of this Agreement, defendants commit to retention of these two positions for a period of two years following the approval of this agreement by the Court.

19. To improve the mental health care provided to chronically mentally ill (CMI) inmates incarcerated at CCF, defendants agree to establish a CMI Unit in accordance with Attachment B. The CMI Unit, to be established at CCF, will be up to a 48-bed

unit where CMI inmates will be housed separately from general population prisoners. Defendants will hire 9 additional staff (5 correctional technicians, 1 teacher, 1 recreational therapist, 1 social worker, and 1 case manager) to provide a therapeutic environment for these CMI inmates.

(a) Defendants agree to make a supplemental request for legislative funding for this CMI unit (i.e. 9 FTE) for the State's current fiscal year ending June 30, 1992. This supplemental request will be made in time to establish this unit by June 30, 1992, assuming the Court has approved this Final Agreement and Stipulation by that time.

(b) The parties acknowledge that the staff hired in establishing the CMI Unit is part of the 48 additional staff which defendants have agreed to hire in paragraph 20, infra.

(c) Defendants commit to operation of this unit at CCF for a period of two years after approval of this Agreement by the Court or until June 30, 1994, whichever is later. However, it is agreed that, if the Department opens a Special Needs Unit prison for occupancy by CMI inmates during this time, Defendants' obligation to operate this CMI unit at CCF will end as of the date of beneficial occupancy of any new unit.

20. In order to enhance operations at each of the three

facilities, defendants agree to hire 48 additional staff. Defendants agree to add 17 staff at CCF (of this number, 9 FTE will be hired for the CMI Unit); 12 staff at CTCF; and 14 staff at SMCF. In addition to the added staffing at each of the three facilities, defendants also agree to add one staff member to Facility Services, and 4 staff to the infirmary at CTCF. Staffing charts showing the number of existing staff at the three facilities and a list of the types of staff to be added under this Agreement are appended as Attachments C and D.**2

(a) Defendants will seek Legislative funding for the 48 increased staff by the dates specified here. Defendants will request a supplemental appropriation for the State's fiscal year 1991-92 for 11 FTE (9 FTE for the CMI Unit at CCF, and 2 nurse positions at the CTCF infirmary). It is anticipated that these additional staff positions will be substantially filled by June 30, 1992. Necessary funding for the remaining 37 positions will first be sought for the State fiscal year beginning July 1, 1992. It is anticipated that these positions will be substantially filled by September 1, 1992.

2** The parties agree that the staffing chart for SMCF in Attachment C consists of existing staff at the consolidated FCF minus staff exclusively or primarily devoted to providing services to inmates housed in the old FCF (i.e. Cellhouses 5-8 in consolidated facility). Defendants here commit to adding 14 staff members to those staff positions listed on this chart.

(b) Defendants commit to retention of this number of staff at each of the three facilities up to June 30, 1994, except as otherwise provided herein.

(c) During settlement meetings and before negotiations were concluded, plaintiffs were informed of the Department of Corrections' plans to merge the management of SMCF and Fremont Correctional Facility. The parties acknowledge that the merger of Fremont and SMCF has now been completed. As plaintiffs were informed, this merger resulted in the elimination of some upper management staff positions at Fremont and/or SMCF. However, the merger did not result in an elimination of staff positions directly involved in security, housing, or program functions at either facility. In light of the merger of SMCF and Fremont, the parties agree that 12 of the 14 new staff to be hired for SMCF (Attachment D) will be exclusively devoted to the provision of services at SMCF. However, the parties further agree that the transportation officer and training officer to be hired for SMCF may provide services to Fremont, in addition to SMCF, without violating the terms of this Agreement.

(d) Defendants have generally agreed to retention of the additional staff at the three facilities. However, the parties also agree that the Department may transfer staff from the three facilities in the event of a proportionate reduction of inmates

at any of the subject prisons. For example, the Department currently has plans and funding to substantially renovate SMCF. This renovation may be accomplished by vacating one or more housing units. In an event such as this, the Department will be permitted to transfer a proportionate number of new or existing staff positions to other correctional facilities without violating this Agreement.

21. Defendants agree that, for a two-year period following approval of this Agreement by the Court, inmates shall not be double-bunked at CCF. Defendants also agree that for the same period of time inmates will not be double-bunked at SMCF, with one exception. The parties agree that up to one housing unit at SMCF (96 cells) may be double-bunked if the Department of Corrections, during this period of time, begins renovation or new construction at this facility, and the Department determines that efficiency would be improved by vacating portions of SMCF housing units.

22. The parties acknowledge that all population restrictions and double-bunking prohibitions at CTCF will end upon approval of this Agreement by the Court. Defendants agree that if, during the two-year period following Court approval of this Agreement, the inmate population at CTCF exceeds 592 inmates (excluding inmates occupying beds in the CTCF infirmary), staff

will be augmented at a ratio of 1 additional staff person for every 4 additional inmates. This augmentation of staff is in addition to the 12 CTCF staff to be hired pursuant to paragraph 20.

23. In the course of negotiations, plaintiffs have raised questions as to when and whether certain existing funds, in an amount up to \$7 million, will be spent to renovate SMCF. These monies were raised by the State of Colorado through the issuance of Certificates of Participation Series 1988. In response to plaintiffs' inquiries, defendants' attorneys have provided to class counsel numerous documents relating to these Certificates of Participation, as well as a letter setting forth defendants' interpretation of the effect of these documents.

24. Defendants agree that for a period of two years from the approval of this stipulation, the Department of Corrections will arrange for qualified representatives from the American Correctional Association or the National Institute of Corrections to review annually conditions and operations at the three facilities. These reviews will be completed by December 1, 1992 and December 1, 1993. These independent reviewers shall issue reports to the defendants after each annual inspection, which upon receipt by the defendants shall immediately be transmitted to counsel for the plaintiffs. The parties expressly acknowledge that these reviews and the findings, opinions, and recommenda-

tions of the reviewers are to be advisory only. Defendants do not now agree that any recommendations from these inspections will be accepted or acted upon in any manner whatsoever. The defendants' failure to implement any recommendations, if any, will not form the basis for continuation or reopening of this action. In addition, the parties agree that the findings, opinions, or recommendations of the reviewers are not the admissions or statements of defendants or their agents for purposes of any future proceedings.

GENERAL PROVISIONS

25. The parties recognize that the Court must approve this Agreement before its terms become effective and binding upon either party. The parties also acknowledge that the Department of Corrections must obtain necessary funding from the State Legislature in order to carry out the agreements specified above. Therefore, the parties agree that this Final Agreement and Stipulation is contingent upon the approval of the Court and the approval of any necessary funding by the Colorado Legislature. This agreement contemplates that the Legislature will provide necessary funding for the implementation of the Defendants' undertakings at two legislative sessions, the legislative session beginning in January, 1992 and the legislative session beginning in January, 1993. If the Court approves this Final Agreement and

Stipulation, and if the Colorado Legislature has timely appropriated any necessary funds for implementation of the agreements herein, plaintiffs' sole and exclusive remedy for any alleged violation of this Agreement shall be as set forth in paragraph 13 (i.e. specific performance).

26. This stipulation is a wholly integrated agreement and its terms are non-separable. Only in the event the Court fails to approve this Final Agreement and Stipulation in its entirety or the State Legislature fails to approve any necessary funds for the Department of Corrections as specified herein, may either party withdraw its consent to be bound by this Agreement. If either party exercises its right to withdraw, after the Court or the Legislature have failed to give approval to this settlement, this document may not be used as evidence against either party for any purpose in any proceeding without the consent of that party.

27. After approval by the Court, this matter will be closed as provided above. Closure of this case will have all the effect provided for under applicable legal principles, if any, including res judicata. Nothing in this Agreement will bar any member of the plaintiff class from bringing an individual claim challenging conditions of confinement which were not the subject of previous Court orders or the terms of this Agreement.

28. During the term of this Agreement, any inmate having a complaint regarding the conditions or operations of any of these facilities shall first file a complaint and prosecute his claim through the Offender Grievance System set forth in Department of Corrections Regulation 805-4, before he may apply for class certification under Federal Rules of Civil Procedure 23 in any case challenging the constitutionality of such condition or operation in federal court. In no event shall the aggregate time limits set forth in the governing regulation be extended to more than ninety days. Only if such claim is unsatisfactorily resolved after exhaustion of this process may the inmate class bring an action in court based on these complaints.

29. This Final Agreement and Stipulation sets forth all representations, terms, provisions, and promises that comprise this agreement, and there are no other representations or promises between the parties or their counsel which have been made, or have caused either party or its counsel to enter into this Agreement. The parties specifically state that they have made no promises or representations whatsoever regarding attorneys fees, and liability for the same has not been a subject of negotiation.

30. This Final Agreement and Stipulation is not intended to be nor will it be alleged to constitute evidence or be an admission by any party of any liability, omission or wrongdoing of

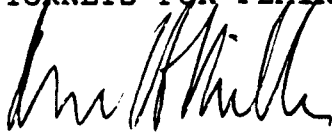
any kind whatever, which the defendants deny. Nothing in this Agreement shall constitute an admission or evidence of the level of services to which inmates are constitutionally entitled.

ATTORNEYS FEES

31. Plaintiffs' have 30 days from the date of the Court's approval of this Final Agreement and Stipulation to submit their petition for an award of attorneys fees and costs relating to this matter.

STIPULATED AND AGREED TO this 24TH day of February, 1992.

ATTORNEYS FOR PLAINTIFFS

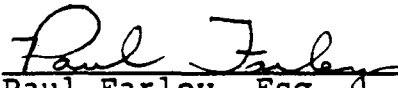


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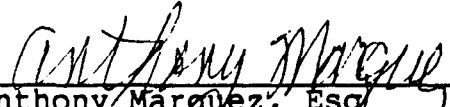


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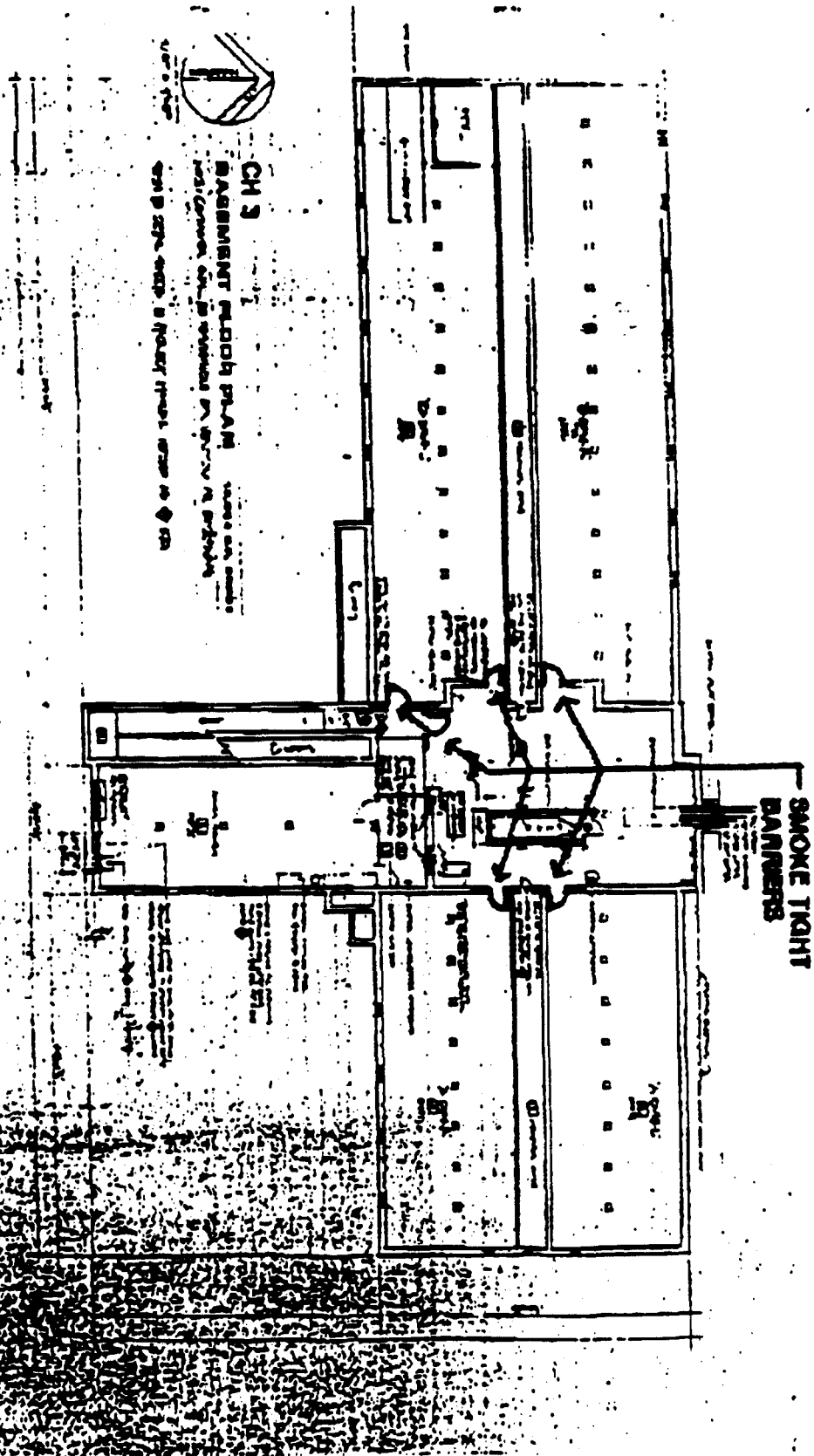
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ATTACHMENT A

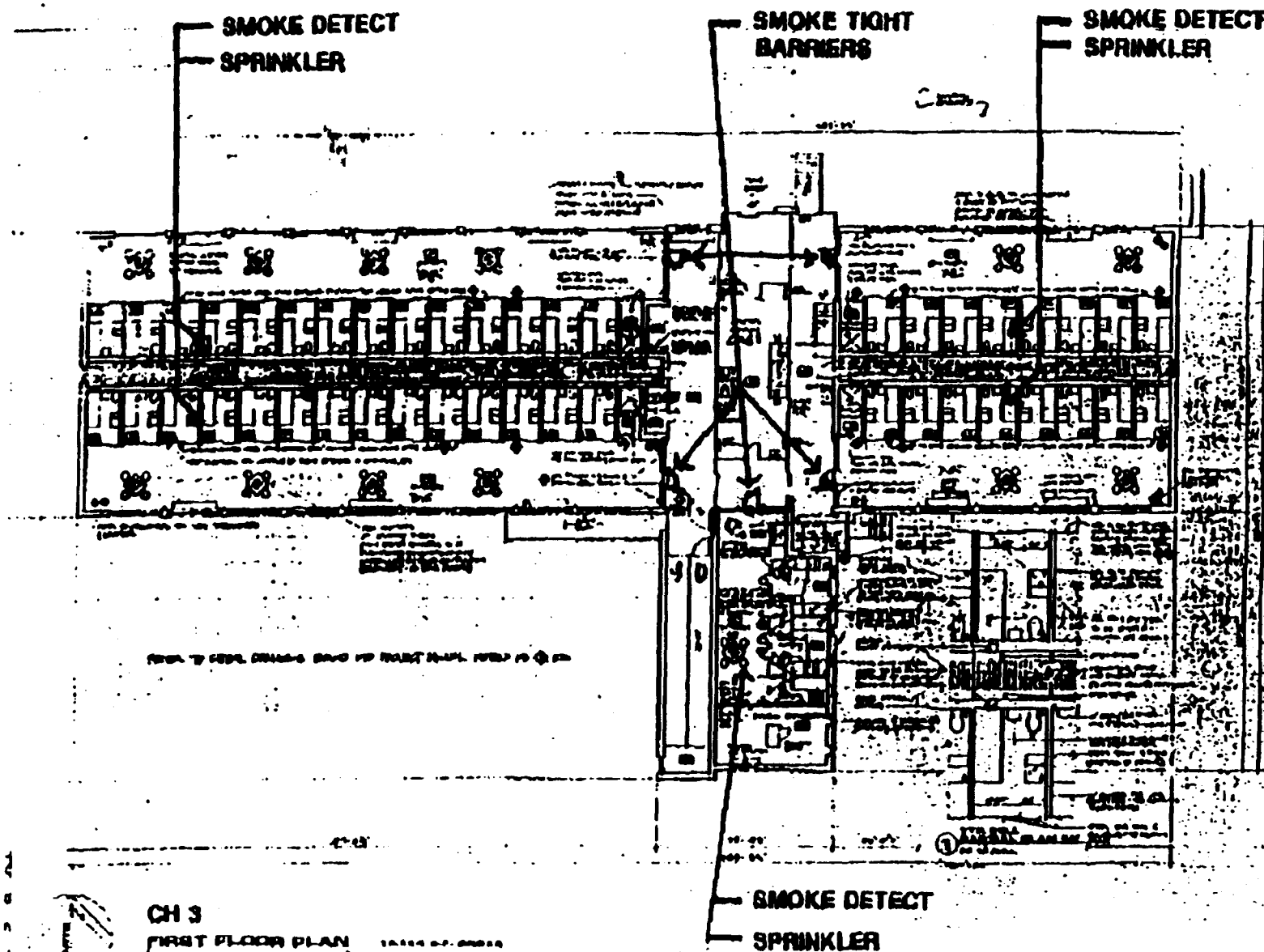
Subject to architectural and engineering verification and force majeure provisions, the Scope of Work to be completed to achieve equivalency under NFPA 101M (1988) for Cellhouse No. 3 (CH 3) at the Colorado Territorial Correctional Facility (CTCF) shall be as described hereinafter.

1. Provide and install self-closing 3/4 hr. fire-rated doors at basement storage rooms and janitor closets throughout CH 3.
2. Provide and install sprinkler system in the housing areas of the first and second floors.
3. Provide smoke compartmentalization of each residential area consisting of smoke-tight separations and smoke ventilation and control system.
4. Provide and install cell smoke detection.

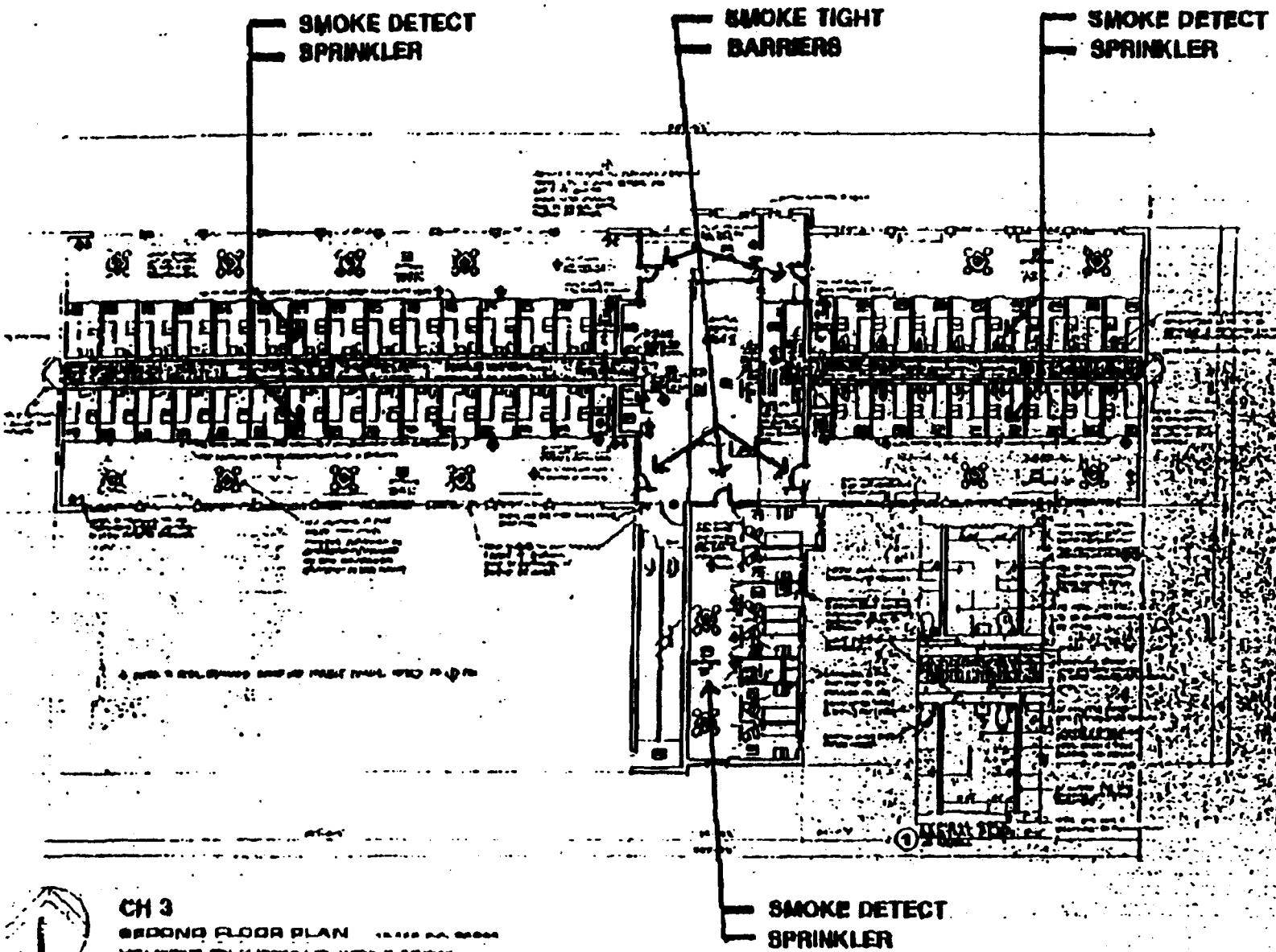
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CH 3
BASEMENT FLOOR PLAN
This drawing is a plan view of the basement floor of the building. It shows the layout of the rooms, corridors, and other features. The drawing is oriented with North at the top.



PAGE 2 OF 4



CH 3
SECOND FLOOR PLAN
DATE: 10/10/00
BY: [illegible]

ATTACHMENT B

PROGRAM DESCRIPTIONS

SPECIAL NEEDS UNITS

The Colorado Department of Corrections recognizes the need for specialized treatment services for Chronically Mentally Ill inmates. This document presents an outline for a special needs unit to be located at the Centennial Correctional Facility.

CENTENNIAL CORRECTIONAL FACILITY

This unit will provide housing in a separate unit specifically for chronically mentally ill inmates. A high level of security will be maintained, consistent with maximum security administrative segregation requirements. At the same time, a variety of specialized treatment services will be provided. The program will simulate and complement the existing incentive levels system at CCF.

The goals of this special needs unit are as follows:

- ° To provide a secure and highly structured treatment program for violent and disruptive inmates who suffer from significant psychiatric disorders.
- ° To decrease the threat to institutional and public safety by increasing the inmates coping and self management skills within the correctional environment and on parole or discharge.
- ° To control the inmate's mental illness and its symptoms with medication management, individual and group psychotherapy, special support for medication and treatment compliance, and programs focused on self-management of one's own psychiatric symptoms.
- ° To prepare chronically mentally ill inmates for appropriate outplacement into DOC general population facilities;
- ° To develop a program that integrates correctional and clinical staff into a common treatment mission for the unit. This will require special training for staff, and ongoing mental health/correctional cross-

training.

- To provide a continuum of care that integrates with and continues to utilize the DOC Infirmary at Colorado Territorial Correctional Facility and the Colorado State Hospital Forensic Unit for acute care services, and capitalizes on other State Hospital specialty resources while minimizing inmate movement outside of the CMI Unit.

OPERATIONAL DESCRIPTION

Size and location.

One full cellhouse of forty-eight (48) beds at Centennial Correctional Facility will be designated as the CCF Special Needs Unit. These cellhouses are divided into three pods of sixteen (16) single bunk cells each (eight cells on the first tier and eight on the second tier).

Staffing.

The units will be staffed by clinical and correctional staff who have been trained to provide mental health services in a specialized correctional treatment environment. The CMI Unit staff will operate as a treatment team consisting of a psychiatrist, social workers, a teacher, a drug and alcohol specialist, a recreational therapist, and correctional officers. The unit clinical and correctional supervisors will be responsible for the development and maintenance of cooperative and effective working relationships within the treatment team. These supervisors will develop work schedules, coordinate holidays and vacation times, and maintain time cards for all staff. Staff work assignments may be given, consistent with professional training and expertise.

Correctional staff with training and/or experience in psychiatric inpatient or outpatient settings will be given preference. These mental health correctional technicians will be considered part of the treatment team, and will participate in the development and implementation of treatment plans, as well as provide security on the units and in escorting inmates within the facility.

Treatment records.

A separate treatment record will be maintained by the clinical staff. Correctional staff assigned to this unit will receive training regarding legal issues related to confidentiality of

medical/mental health records, and will be considered part of the Treatment Team. They will have access to the clinical record, and will participate in treatment planning and implementation. All relevant clinical information will be shared with correctional staff in order to facilitate effective treatment and security within the unit.

The Behavioral Management Levels System.

Centennial Correctional Facility is currently operated on a behavioral management incentive system based on four levels. Progressive movement within the levels system is contingent on appropriate cooperative behavior and compliance with institutional rules. The CMI Unit will utilize the same behavioral management levels system. Some special criteria for internal movement may be established by the treatment team, and additional incentives may be provided.

Treatment team operations.

Upon admission to this unit, an individualized treatment plan will be developed for each inmate. These plans will be consistent with requirements established by the DOC Mental Health Standards of Care for chronically mentally ill inmates. Each plan will establish specific behavioral goals and a program to achieve each goal. Time lines, measurement process, and criteria may be established. Psychoeducational and/or psychosocial programs will be assigned, as well as general educational and recreational activities. Specific behavioral interventions may be developed. Each inmate's treatment plan will be reviewed and updated monthly, and at the time of each progressive or regressive move within the levels system.

Regular and frequent staffings on each assigned inmate will be conducted by the treatment team. All necessary clinical information, including inmate problem areas, response to treatment interventions, assigned programs and progress, medication compliance, and a description of unit behavior, will be documented in the treatment record.

Progressive moves within the Behavioral Management Incentive system will be considered a clinical decision. All changes in inmate level within the system will be communicated to the Warden or his designee for approval.

Programs.

The proposed programs for the Special Needs Unit at CCF includes

psychotherapeutic, psychoeducational, and experiential components, supported by timely and appropriate use of chemotherapy. Inmates will be placed in the least restrictive environment that provides for their safety and effective treatment and maintains the security of the institution.

A variety of structured psychoeducational programs will be presented to inmates at all levels. At each level, psychoeducational programs will focus on medication compliance, personal self-management of mental illness symptoms, and social skills development. Each inmate will be involved in ongoing individual and/or group psychotherapy.

Inmates on the Special Needs Unit will have access to the same educational and recreational programs that are available to inmates in other units within the facility. Participation in these programs may be required for progressive movement.

Specific treatment services.

1. Behavioral Management

This structured program will provide for increasing levels of restriction, or privilege and responsibility, based on the inmates' cooperation and compliance with the established unit criteria.

2. Behavioral Treatment

While the behavioral management system is a unit program applied uniformly to all inmates, the behavioral treatment program is individualized for each inmate. Specific positive and negative behaviors will be targeted, and reinforcement contingencies will be applied by staff. Inmate behavior will be monitored closely and specific behavioral reinforcers will be contingent on compliance.

3. Psychiatric Evaluation/Treatment

Contact as needed with a licensed psychiatrist.

4. Psychological Evaluation/Treatment

Testing/evaluation may be conducted as needed. Each inmate will be seen by a licensed or license eligible psychologist or other mental health professional as needed and in accordance with individualized treatment plans.

5. Medication Management

Inmates will have sufficient time with their psychiatrist to establish and maintain a therapeutic alliance. Appropriate medications will be prescribed, and the effects and side effects of psychotropic medications will be monitored closely. Documentation of treatment response will be entered in the mental health file at least weekly.

6. Medication Compliance Program

Inmates will be given information explaining the effects of psychotropic medications, the benefits of a chemotherapy regimen, the possible side effects of these medications, and the risks of noncompliance. This will include information about the inmate's mental illness and symptom management.

7. Social and Independent Living Skills

This psychoeducational program will assist inmates in developing communication skills, assertiveness, anger management, and rational thinking.

8. Emergency Medication

Forced medications will only be given when so ordered by the court following an evaluation by the Colorado Mental Health Institute at Pueblo.

9. Recreational/Activities Therapy

These inmates will primarily be seen individually or in small groups. Activities may include limited outdoor recreation such as basketball, fixed weights, or limited crafts, art work, TV, music, board or table games, cards and writing. Recreational activities will be contingent on the inmates placement in the Behavioral management Levels system, or on specific Behavioral Treatment criteria.

10. Drug and Alcohol Treatment

Provided according to treatment plans in one-to-one or small groups depending on inmate level.

11. Educational Programs

One-to-one and small group teaching will occur to include the following programs: ADL skills, ABE and GED.

As inmates progress through the levels, increasing emphasis will

The length of stay will be a variable. Some inmates who continue to manifest disruptive and/or violent behavior may require the external control and structure of this unit indefinitely. However, an explicit goal of this unit is to assist in the transition of chronically mentally ill inmates to less restricted, lower security level institutions.

Expected length of stay on the unit.

Additional specific diagnostic and behavioral criteria may be developed by the Admissions Team.

atric care.

3. Inmates are not currently in need of acute psychiatric care.

2. All inmates will have a formally adjudicated Administrative Segregation status.

1. Diagnosed major psychiatric disorder. All accepted inmates must be coded as chronically mentally ill on the Mental Health Needs Level system. Inmates may not be placed on this unit solely because of a pattern of disruptive behavior.

criteria:

Inmates entering the Special Needs Unit must meet the following

Decisions regarding placement will be consistent with DOC Administrative Regulation 202-1 (Classification) and will involve consensual agreements between correctional staff, clinical staff, and the case manager assigned to the unit. Responsibility and authority for all clinical decisions rests with the licensed mental health treatment providers, and inmates who do not meet clinical criteria may be excluded from this unit.

Criteria for admission.

A formal quality assurance program will objectively and systematically evaluate the quality and appropriateness of all programs and pursue opportunities to improve services.

Quality assurance/program evaluation.

be placed on development of a social milieu which discourages adherence to criminal codes and socially unacceptable behavior, encourages honest and meaningful communication, minimizes distortions of reality, promotes a sense of accountability and integrity, enhances individual initiative and development, and consistently reinforces productive behavior.

Criteria for movement off the Special Needs Unit.

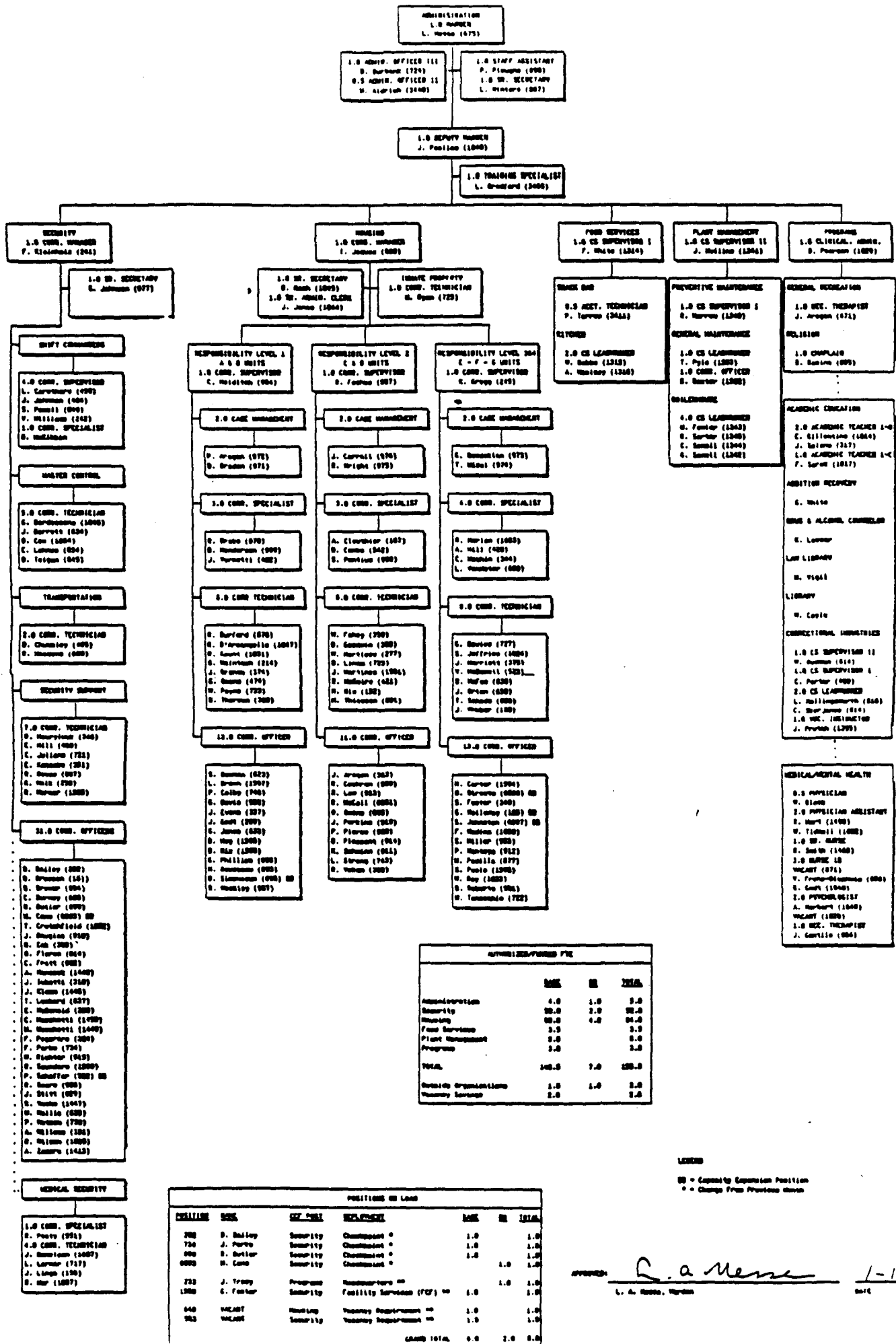
Inmates may be transferred to the DOC Infirmary or Colorado Mental Health Institute at Pueblo at any time, based on need for acute care/hospitalization. Placement in any other correctional facility or the CCF general population may occur when the inmate has met the following criteria:

1. the inmate has had an extended period (defined by staff) of cooperative and compliant behavior;
2. the inmate has not exhibited assaultive or violent behavior for an extended period of time (defined by staff but generally at least one full year);
3. the inmate shows evidence of assertive conflict management skills and social skills;
4. there is documented evidence of a moderation in the inmate's experienced situational stressors;
5. the inmate has completed all recommended unit treatment programs; and
6. the inmate is expected to remain stable in the new environment.

Continuity of care.

Effective referral and follow-up care should also be provided for mentally ill offenders as they move progressively within the Department of Corrections, and on discharge or parole. Plans for a similar Special Needs Unit at the Arkansas Valley Correctional Facility, a medium security facility, are currently being developed. This will facilitate movement of chronically mentally ill inmates out of the maximum security, administrative segregation environment. Until then, all progressive moves to other DOC facilities will be coordinated with mental health staff at the receiving facility. Mental Health procedures guiding referrals to community treatment providers will be followed. As appropriate based on legal criteria, inmates who are dangerous to themselves or others or gravely disabled due to their mental illness may be evaluated for involuntary placement at the Colorado State Hospital on discharge from DOC.

AG Alpha No. LW HR GEDEL
AG File No. DHR9200365.1JR



Verfahren

- BB = Capital Expansion Position
- * = Change from Previous Month

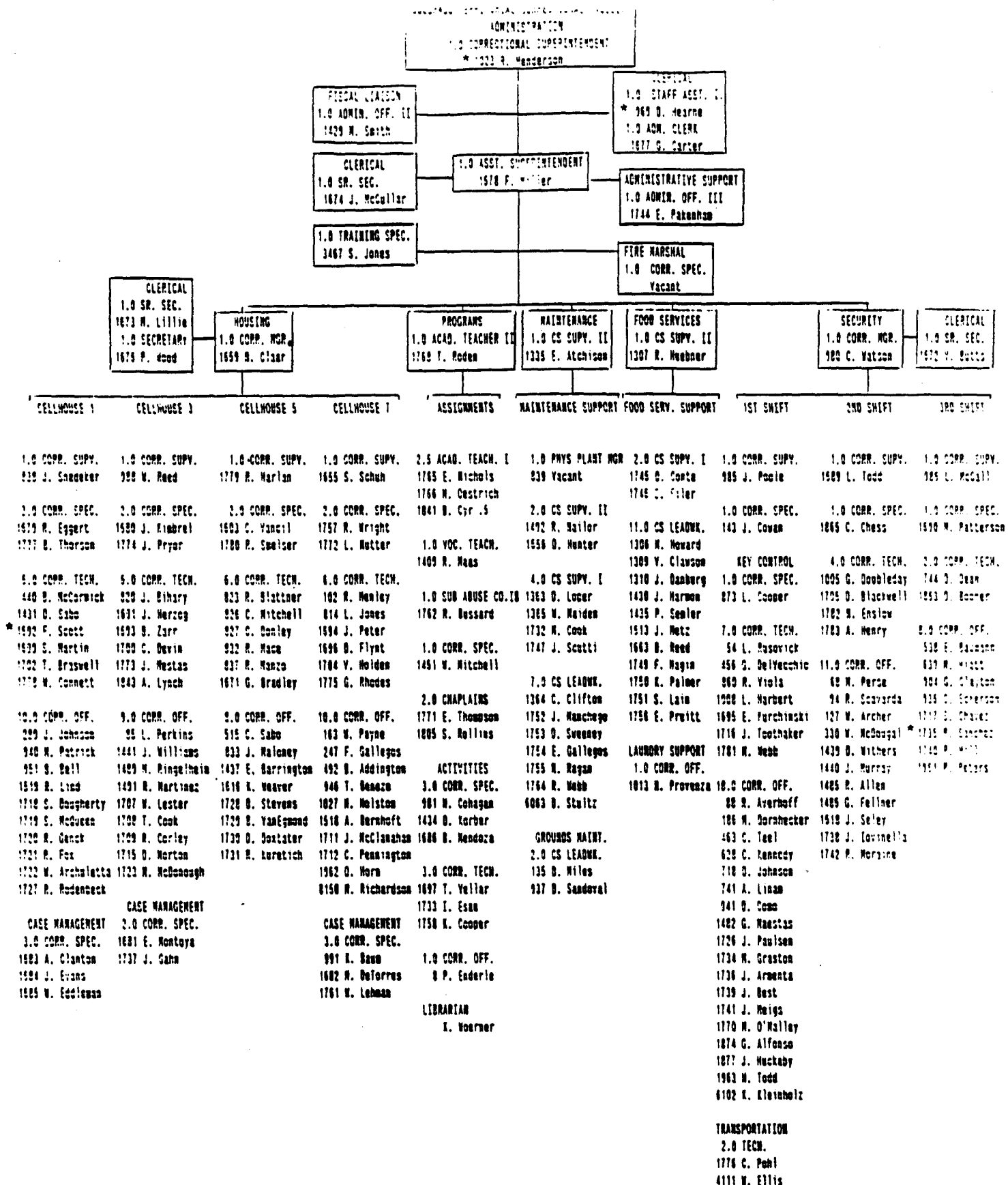
Abstract

L. A. Hesse, Warden

2018

STAFF POSITION NUMBERS PROVIDING SERVICE TO
INMATES AT FORMER SHADOW MOUNTAIN FACILITY

HOUSING	HOUSING	SECURITY	MAINT.	PROGRAMS	TRAINING SPECIAL.	FOOD SVC.
0133	0537	0539	1933	1043	3466	1317
0208	0920	0905	1367	0383	3468	
0219	0924	0065	1787	0653		
0549	0927	0104	1328	0684		
0036	0928	0268	1329	0759		
0066	0929	0326	1330	0797		
0153	0931	0431	1331	0815		
0188	0932	0592	1366	1011	CONTRACT/GRANT SVS.	
0189	0939	0739	1625	1016		
0210	0943	0879	1626	1803	10 FTE	
0220	0945	1417	1627	1380		
0253	0949	1579	1624	1382		
0314	1025	1907	1931	1390		
0318	1418	1914	1514	1394		
0350	1419	0259	1030	1799		
1001	1420	0276	1508	1800		
0185	1421	0472	1509	0294	DOC AUXILIARY	
0267	1422	0524	1523	0009	PERSONNEL	
0279	1424	0211	6090	0788		
0338	1426	0370	1643	0944	Mental Hlth. 7 FTE	
0349	1427	0388		1015	Clinical Svs. 9 FTE	
0365	1428	0400		1577	CI/Met. Prod. 4 FTE	
0418	1620	0590		0804		
0424	1621	0740		1037		
0087	1622	0917				
0201	1623	1425				
0293	1921	1576				
0526	0636	1790				
0417	0732	1039				
0570	0742	0668				
1051	0916	6043				
1788	0930	6091				
0470	0942					
0485	0947					
0535	1930					



POSITION SUMMARY	Base	Othr	Total
Administration	7.0	1.0	8.0
Housing	84.0		84.0
Programs	15.0	.5	15.5
Security	82.0		82.0
Maintenance	17.0		17.0
Food Services	15.0		15.0
Total	200.0	1.5	201.5

ATTACHMENT D--ADDED STAFF

Facility Services (Maintenance)

--one support supervisor

Medical Services (CTCF Infirmary)

--two nurses

--one correctional officer

--one transportation officer

Centennial Correctional Facility

--Five training relief officers

--one teacher (CMI Unit)

--one recreational therapist (CMI Unit)

--one social worker (CMI Unit)

--one case manager (CMI Unit)

--five correctional technicians (CMI Unit)

--one correctional technician (transportation)

--one fire and safety officer

--one maintenance leadworker

Shadow Mountain Correctional Facility

--one transportation officer

--one training officer

--four training relief officers

--one clerk

- three correctional officers (surveillance in yard and industries compound)
- one fire and safety marshall
- one case manager
- one property officer
- one maintenance worker

Colorado Territorial Correctional Facility

- five training relief officers
- one correctional officer A (for Tower 11)
- 1.5 correctional officer A (night surveillance for Cellhouse 3)
- 1.5 correctional officer A (grounds security for 3-11 p.m. shift)
- one correctional officer A (transportation)
- one fire and safety marshall
- one maintenance officer