

Multiple Documents

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January 6, 2012

VIA FEDERAL EXPRESS AND ECF

Honorable Dennis M. Cavanaugh, U.S.D.J.
United States District Court for the District of New Jersey
U.S. P.O. Courthouse Building, Rm. 451
Federal Square
P.O. Box 999
Newark, NJ 07102-0999

Re: Colon, et al. v. Passaic County, et al.
Civil Action No. 2:08-cv-4439

Dear Judge Cavanaugh:

This firm is co-counsel for the Plaintiffs in the above-referenced matter. Enclosed please find a courtesy copy of the proposed Order Directing Notice of Settlement, to which J. Barry Coccoziello, counsel for Passaic County, Passaic County Board of Chosen Freeholders, The Sheriff of Passaic County, and The Warden of Passaic County (hereinafter, "Passaic County Defendants") has consented. Per our conversation with your law clerk Michael on December 9, 2011, we have not submitted briefing related to the proposed Order.

The proposed Settlement Agreement and Order, which has been signed by attorneys for the Plaintiffs as well as by Mr. Coccoziello, is also enclosed, as are the following seven exhibits to the Settlement Agreement:

- Exhibit A: Memorandum of Understanding Concerning Fire Safety Issues at the Passaic County Jail;
- Exhibit B: Memorandum of Understanding Concerning Environmental Safety Issues at the Passaic County Jail;
- Exhibit C: Memorandum of Understanding Concerning Correctional Issues at the Passaic County Jail;
- Exhibit D: Memorandum of Understanding Concerning Medical Issues at the Passaic County Jail;

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James J. Marino, Resident Managing Partner

A Pennsylvania Limited Liability Partnership

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EUROPE Brussels Dublin London Luxembourg Moscow Munich Paris ASIA Beijing Hong Kong



January 6, 2012

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- Exhibit E: Memorandum of Understanding Concerning Mental Health Issues at the Passaic County Jail;
- Exhibit F: Confidentiality and Protective Order; and
- Exhibit G: Summary of Settlement Agreement and Memoranda of Understanding.

Please be advised that the proposed settlement applies only to the Passaic County Defendants; the Plaintiffs have not reached a settlement with counsel for George W. Hayman, who has been named in this lawsuit in his official capacity as Commissioner of the New Jersey Department of Corrections.

Thank you for your consideration in this matter. If the Court has any questions, please contact me at 609-955-3256.

Respectfully Submitted,

A handwritten signature in black ink that reads "Regan Crotty". The signature is fluid and cursive, with the first name "Regan" and last name "Crotty" clearly legible.

Regan H. Crotty

Enclosures

cc: Honorable Mark Falk, U.S.M.J. (w/enc.; via Federal Express)
All Counsel of Record (via ECF)

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

ANGEL COLON, ROY SCHMITT, JUBRA'EEL
LEBRON, WINIFRED GATES, MARK HARKINS,
MATTHEW CARLEY, CECILIO TOLEDANO, and
ANDREW CRAWFORD, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

PASSAIC COUNTY, PASSAIC COUNTY BOARD OF
CHOSEN FREEHOLDERS, SONIA ROSADO in her
official capacity as Passaic County Freeholder, TANESHA
WAY, in her official capacity as Passaic County Freeholder,
PAT LEPORE, in his official capacity as Passaic County
Freeholder, TERRY DUFFY, in his official capacity as
Passaic County Freeholder, JAMES GALLAGHER, in his
official capacity as Passaic County Freeholder,
BRUCE JAMES, in his official capacity as Passaic County
Freeholder, ELEASE EVANS, in her official capacity as
Passaic County Freeholder, PASSAIC COUNTY
SHERIFF'S DEPARTMENT, JERRY SPEZIALE,
in his official capacity as Sheriff of Passaic County,
CHARLES MEYERS, in his official capacity as Warden of
Passaic County Jail, STEVEN MYERS, in his official
capacity as Deputy Warden of Passaic County Jail, and
GEORGE W. HAYMAN, in his official capacity as
Commissioner of the New Jersey Department of Corrections,

Defendants.

**ORDER DIRECTING
NOTICE OF
SETTLEMENT**

Case No. 08-4439
(DMC-MF)

WHEREAS individual plaintiffs filed this class action suit on September 3, 2008, against the Defendants seeking declaratory and injunctive relief on behalf of a class of inmates at the Passaic County Jail as well as the recovery of attorney's fees and costs; and

WHEREAS, the Complaint was brought pursuant to 42 U.S.C. § 1983, seeking redress for alleged violations of the First, Fifth, Eighth and Fourteenth Amendments of the United States Constitution; and

WHEREAS, the matter was certified as a class action on May 27, 2009, and the class was defined as “all persons who are now or will become incarcerated at PCJ during the pendency of the lawsuit”; and

WHEREAS, Defendants have filed Answers in which they deny Plaintiffs’ allegations; and

WHEREAS, the litigants have engaged in informal discovery; and

WHEREAS, Plaintiffs and Defendants acknowledge that, to the extent possible, it is in their best interests to resolve the issues raised in the Settlement Agreement, attached hereto as Exhibit 1, by means other than litigation and, to this end, have agreed to enter into a federally enforceable Settlement Agreement, consistent with the requirements of the Prison Litigation Reform Act, 18 USC § 3626; and

WHEREAS, the Settlement Agreement incorporates the following documents: the Memorandum of Understanding Concerning Fire Safety Issues at the Passaic County Jail (Exhibit A to Settlement Agreement); the Memorandum of Understanding Concerning Environmental Health Issues at the Passaic County Jail (Exhibit B to Settlement Agreement); the Memorandum of Understanding Concerning Correctional Issues at the Passaic County Jail (Exhibit C to Settlement Agreement); the Memorandum of Understanding Concerning Medical Issues at the Passaic County Jail (Exhibit D to Settlement Agreement); and the Memorandum of Understanding Concerning Mental Health Services at the Passaic County Jail (Exhibit E to Settlement Agreement);

WHEREAS, the terms of the Confidentiality and Protective Order entered by the Court on February 25, 2010 (“Confidentiality Order”), a copy of which is attached to the Settlement Agreement as Exhibit F, remains in full force and effect as to any documents or information disclosed during the course of the litigation;

WHEREAS, the claims against George W. Hayman, in his official capacity as Commissioner of the New Jersey Department of Corrections, are not part of the Settlement Agreement;

WHEREAS, the Settlement Agreement shall be applicable to, and binding upon, all parties, their officers, agents, employees, assigns and their successors in office.

THIS MATTER having come before the Court on the parties’ Joint Motion, and the Court having considered the papers and for good cause shown; IT IS ON THIS _____ day of _____, 2012, ORDERED:

1. Within fifteen (15) days of the date of this Order, one (1) copy of the following documents shall be provided in a sealed envelope to each inmate in the Passaic County Jail:
 - (a) The plain language summary of the Settlement Agreement in both English and Spanish, as described in § XIV(A) of the Settlement Agreement and a copy of which (in English) is attached to the Settlement Agreement as Exhibit G (hereinafter, “summaries”);

- (b) A comment sheet, which shall include a statement that class members shall have the right to comment on/object to the proposed Settlement and that all comments/objections to the proposed Settlement must be (1) provided to a Passaic County Jail ombudsman or (2) mailed directly to Jennifer B. Condon, Seton Hall University School of Law, Center for Social Justice, 833 McCarter Highway, Newark, NJ 07102 no later than **March 1, 2010**; and
 - (c) A return envelope addressed to Jennifer B. Condon, Seton Hall University School of Law, Center for Social Justice, 833 McCarter Highway, Newark, NJ 07102.
- 2. Within fifteen (15) days of the date of this Order, the following documents shall be posted in all day rooms, common areas, and the law library and shall be electronically available on the law library computers until the Court's Final Approval of the Settlement Agreement:
 - (a) The attached Settlement Agreement; and
 - (b) The summaries.
- 3. Upon request by an inmate, a Passaic County Jail ombudsman shall provide a copy of the Settlement Agreement to the requestor no later than four (4) days from the date of the request.
- 4. Upon the Court's Final Approval of the Settlement Agreement and for the duration of the Settlement Agreement:

- (a) Two (2) laminated copies of the Settlement Agreement and summaries shall be posted in the law library and shall be electronically available on the law library computers. Defendants shall be responsible for replenishing any missing copies on a monthly basis; and
 - (b) The summaries shall be printed as a subsection of the Inmate Handbook.
- 5. Class member comments/objections to the proposed Settlement Agreement that were provided to a Passaic County Jail ombudsman shall be sent by the Jail to Jennifer B. Condon, Seton Hall University School of Law, Center for Social Justice, 833 McCarter Highway, Newark, NJ 07102 by no later than **March 2, 2012**. Class counsel shall provide copies of all written comments to the Court and counsel for the Defendants no later than **March 15, 2010**. These comments/objections will be reviewed by the Court prior to the Fairness Hearing.
- 6. The Court will conduct a Fairness Hearing on the entry of the proposed Settlement on _____, **2012** before the Honorable Dennis M. Cavanaugh, at which time the counsel shall appear and the Court will evaluate the merits of the Settlement for the purpose of final approval of this Class Action Settlement, and the resolution of the litigation pursuant to Federal Rules of Civil Procedure 23(e), in light of any written comments received from class members and any statements of counsel pertaining to the Settlement.

Honorable Dennis M. Cavanaugh, U.S.D.J.

Exhibit 1

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

ANGEL COLON, ROY SCHMITT, JUBRA'EEL
LEBRON, WINIFRED GATES, MARK HARKINS,
MATTHEW CARLEY, CECILIO TOLEDANO, and
ANDREW CRAWFORD, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

PASSAIC COUNTY, PASSAIC COUNTY BOARD OF
CHOSEN FREEHOLDERS, THE SHERIFF OF PASSAIC
COUNTY in his official capacity, THE WARDEN OF
THE PASSAIC COUNTY JAIL, in his official capacity
and GEORGE W. HAYMAN, in his official capacity as
Commissioner of the New Jersey Department of
Corrections,

Defendants.

**SETTLEMENT
AGREEMENT AND
ORDER**

Case No. 08-4439
(DMC-MF)

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") dated December 30 2011, entered into on behalf of the class members in the above-captioned action (the "Plaintiffs", or the "Class Members") and Passaic County, Passaic County Board of Chosen Freeholders, the Sheriff of Passaic County in his official capacity, and the Warden of the Passaic County Jail in his official capacity ("the Defendants"),

WITNESSETH THAT:

WHEREAS individual plaintiffs filed this class action suit on September 3, 2008, against the Defendants seeking wide-ranging declaratory and injunctive relief on behalf of a class of inmates at the Passaic County Jail as well as the recovery of attorney's fees and costs; and

WHEREAS, the Complaint was brought pursuant to 42 U.S.C. § 1983, seeking redress for alleged violations of the First, Fifth, Eighth and Fourteenth Amendments of the United States Constitution; and

WHEREAS, the matter was certified as a class action on May 27, 2009, and the class was defined as “all persons who are now or will become incarcerated at PCJ during the pendency of the lawsuit”; and

WHEREAS, Defendants have filed Answers in which they deny Plaintiffs’ allegations; and

WHEREAS, the litigants have engaged in informal discovery; and

WHEREAS, Plaintiffs and Defendants acknowledge that, to the extent possible, it is in their best interests to resolve the issues raised in this Settlement Agreement by means other than litigation and, to this end, have on this day agreed to enter into this federally enforceable Settlement Agreement, consistent with the requirements of the Prison Litigation Reform Act, 18 USC § 3626; and

WHEREAS, the Settlement Agreement incorporates the following documents: the Memorandum of Understanding Concerning Fire Safety Issues at the Passaic County Jail (Exhibit A); the Memorandum of Understanding Concerning Environmental Health Issues at the Passaic County Jail (Exhibit B); the Memorandum of Understanding Concerning Correctional Issues at the Passaic County Jail (Exhibit C); the Memorandum of Understanding Concerning Medical Issues at the Passaic County Jail (Exhibit D); and the Memorandum of Understanding Concerning Mental Health Services at the Passaic County Jail (Exhibit E).

WHEREAS, the terms of the Confidentiality and Protective Order entered by the Court on February 25, 2010 (“Confidentiality Order”), a copy of which is attached hereto as Exhibit F, remains in full force and effect as to any documents or information disclosed during the course of the litigation;

WHEREAS, the claims against George W. Hayman, in his official capacity as Commissioner of the New Jersey Department of Corrections, are not part of this Settlement Agreement;

WHEREAS, this Settlement Agreement shall be applicable to, and binding upon, all parties, their officers, agents, employees, assigns and their successors in office.

NOW, THEREFORE, Plaintiffs and Defendants do hereby set forth the understanding reached between them:

I. DEFINITIONS

- A. Computation of time: the periods of time referenced in any document related to the Settlement Agreement shall be computed pursuant to Federal Rule of Procedure 6.

- B. “Correctional staff” are employees of the Passaic County Sheriff’s Office who are not civilians.
- C. “Facility staff” or “staff” are correctional staff, administration, civilian employees, medical and mental health staff, and volunteers.
- D. The subject of this Settlement Agreement is the Passaic County Jail facility located at 11 Sheriff’s Plaza, Paterson, New Jersey, and all references to “jail,” “PCJ,” or “facility” refer to that location.
- E. The date of the Settlement Agreement is the date of final judicial approval of the Settlement Agreement.

II. SUBSTANTIVE RELIEF

- A. Defendants will comply with the terms set forth in the Memorandum of Understanding Concerning Fire Safety Issues at the Passaic County Jail, a copy of which is attached to this Settlement Agreement, and is incorporated herein, as Exhibit A.
- B. Defendants will comply with the terms set forth in the Memorandum of Understanding Concerning Environmental Health Issues at the Passaic County Jail, a copy of which is attached to this Settlement Agreement, and is incorporated herein, as Exhibit B.
- C. Defendants will comply with the terms set forth in the Memorandum of Understanding Concerning Correctional Issues at the Passaic County Jail, a copy of which is attached to this Settlement Agreement, and is incorporated herein, as Exhibit C.
- D. Defendants will comply with the terms set forth in the Memorandum of Understanding Concerning Medical Issues at the Passaic County Jail, a copy of which is attached to this Settlement Agreement, and is incorporated herein, as Exhibit D.
- E. Defendants will comply with the terms set forth in the Memorandum of Understanding Concerning Mental Health Services at the Passaic County Jail, a copy of which is attached to this Settlement Agreement, and is incorporated herein, as Exhibit E.

III. CONTRACTS WITH PROVIDERS OF SERVICES

- A. Defendants shall promptly produce any publicly available documents relating to the contracting of services required by this Settlement Agreement.

IV. MONITORING

- A. Compliance Categories: The Settlement Agreement entered into between the parties incorporates five (5) substantive Memoranda of Understanding (“MOU”s) relating to fire safety, environmental health, correctional management, medical care, and mental health care, as set forth in § II. These areas will be referred to in this Settlement Agreement as “Compliance Categories.”
- B. Identity of Monitor: Plaintiffs and Defendants stipulate to the appointment of an independent Monitor to monitor compliance with the terms set forth in the Settlement Agreement. Plaintiffs and Defendants agree that Susan McCampbell shall serve as the Monitor during the monitoring period provided for in the Settlement Agreement.
- C. Replacement of Monitor: The Monitor may be replaced in the event of death, unforeseen permanent unavailability, or for good cause or by consent of both parties. For purposes of this subsection, “good cause” refers to corruption or nonfeasance by a monitor that is so severe as to preclude effective implementation of the terms of the Settlement Agreement. If Susan McCampbell is unable to serve as a Monitor during the monitoring period provided for in the Settlement Agreement, a person who is mutually agreeable to Plaintiffs and Defendants will be selected to serve as Monitor. In the event that Plaintiffs and Defendants cannot agree on a replacement Monitor, each party will present to the Court the name of one (1) individual to serve as the replacement Monitor and the Court will select the Monitor from the two (2) names submitted. The replacement Monitor must have prior experience acting as a monitor with respect to correctional facilities in addition to prior correctional expertise.
- D. Consultants to the Monitor: Where the Monitor determines that he or she requires assistance monitoring compliance with the Settlement Agreement because elements of the Settlement Agreement are not within his or her expertise, he or she may retain the services of an individual or individuals to serve as Consultants to the Monitor (“Consultants”). The Monitor shall obtain consent from Plaintiffs and Defendants to retain specific individuals to serve as Consultants to the Monitor; however, neither Plaintiffs nor Defendants shall unreasonably withhold consent. The Consultants shall report directly to the Monitor.
- E. Avoidance of Conflicts: Unless such conflict is disclosed and waived by the parties, the Monitor and Consultants shall not accept employment or provide consulting services that would present a direct conflict of interest with the Monitor’s and Consultants’ responsibilities under this Agreement, including being retained (on a paid or unpaid basis) by any current or future litigant or claimant, or such litigant or claimant’s attorney, in

connection with a claim or suit against the Defendants, their departments, officers, agents or employees.

- F. No public officers/agents: It is expressly agreed that the Monitor and Consultants are not public entities, officers or agents of the State of New Jersey or any political sub-division thereof.
- G. Monitor's and Consultants' Duties: The Monitor and Consultants shall:
1. Conduct their duties in a reasonable manner and in accordance with the terms of the Settlement Agreement;
 2. Have access to all facilities, inmates, staff, documents, electronic files, videos, and any other materials needed to perform their duties;
 3. Conduct confidential interviews with facility staff and inmates, outside the presence of counsel or supervisory staff, as needed to measure compliance with the Compliance Categories;
 4. Have *ex parte* communications with counsel for the parties as needed;
 5. Refrain from having *ex parte* communications with the Court;
 6. Refrain from making public statements about the inspections or litigation without written approval of counsel for the parties;
 7. Have access to the medical, mental health and classification records of any class member, subject to the terms of the Confidentiality Order, which the Monitor and Consultants shall sign, and to the terms set forth in §§ V and VI, *infra*;;
 8. When discussing a particular incident involving an individual inmate or staff member in any document, use unique identifiers or take other reasonable steps to protect the identity of the inmate or staff member; and shall provide counsel with a confidential record disclosing the identities of the inmates and staff involved;
 9. Provide technical assistance to the Defendants to facilitate their compliance when needed; and
 10. Assist the parties in resolving disagreements, when feasible.
- H. Monitoring Records: Defendants will create and maintain records including, but not limited to, the documents and/or records requested by the Monitor in order to evaluate Defendants' progress towards

implementation of the Settlement Agreement and/or compliance with the Settlement Agreement.

1. Defendants will provide copies to Plaintiffs' counsel (either electronically or via hard copy) of any records produced to the Monitor and/or Consultants.
 2. The Monitor and/or Consultants may access medical and/or mental health records on-site during site inspections subject to the terms of the Confidentiality Order and to the terms set forth in §§ V and VI, *infra*;
 3. The Monitor and/or Consultants shall maintain a list of any relevant records reviewed on-site, and the document list shall be produced to counsel for both parties following each inspection.
- I. Revision of Policies: Where the Settlement Agreement identifies written policies, practices and/or protocols that will be created or revised, Defendants will produce such drafts to the Monitor, Consultants, and Plaintiffs' counsel within ninety (90) days of the date of final judicial approval of the Settlement Agreement. Plaintiffs' counsel shall provide Defendants, the Monitor, and Consultants with comments on the draft policies, practices and/or protocols within thirty (30) days. The Monitor, in consultation with the Consultants, shall within thirty (30) days either approve the proposed policies or recommend modifications. If modifications are recommended, the Monitor and/or Consultants will consult with Defendants to reach agreement with regard to proposed policies. Defendants shall revise the policies consistent with the Monitor's recommendation and implement same unless Defendants challenge the Monitor's recommendations in Court within ten (10) days of any failure to reach agreement with regard to same. Upon adoption of the policies, Defendants shall implement them and provide training as necessary to staff regarding their terms.
- J. Initial Review of PCJ: The Monitor will conduct an initial review of the facility within ninety (90) days of the date of the Court's final approval of the Settlement Agreement in order to review jail operations and establish guidelines for ongoing monitoring. As part of the initial review, the Monitor will tour the PCJ facility:
1. Consultants may participate in the initial review as deemed necessary by the Monitor.
 2. The Monitor shall determine the length of the initial review, which shall not exceed five (5) days, and shall develop an agenda for the initial review that will be distributed to the parties no later than one week in advance of the review.

3. Two attorneys for Plaintiffs and two attorneys for Defendants may accompany the Monitor for up to eight hours of the review, but shall not accompany the Monitor during interviews of staff and inmates unless specifically requested by the Monitor.
4. The Monitor will consult with staff and with counsel for the parties to create compliance indicators and auditing tools.
5. Defendants will create and maintain any documents, audits and/or records requested by the Monitor.
6. The Monitor will neither assess Defendants' compliance nor prepare a compliance report based on his or her initial review.

K. Monitor Visits to Facility:

1. Site Inspections: The Monitor will conduct two (2) site inspections of the facility every year to assess compliance.
 - (a) Consultants may participate in site inspections as deemed necessary by the Monitor.
 - (b) Except as provided in § IV.L, *infra*, the Monitor shall provide the parties with a minimum of forty-five (45) days notice in advance of each scheduled inspection and advise the parties which consultants, if any, will attend.
 - (c) The length of each inspection shall be left to the discretion of the Monitor but in no event shall it exceed four (4) days . The length of each inspection will be reduced to no more than three (3) days upon the sun-setting of two (2) Compliance Categories.
 - (d) Unless specifically requested by the Monitor, counsel for the parties may not attend the site inspections made by the Monitor, or any interviews with staff or inmates.
 - (e) Fourteen (14) days prior to each site inspection, Defendants will provide the Monitor and Plaintiffs' counsel with a report detailing the actions that Defendants have taken during the reporting period to implement the Settlement Agreement. Should the Monitor conduct an unscheduled inspection, Defendants need not provide this report.
 - (f) The Monitor will prepare a written inspection report for each site inspection, the terms of which are detailed in § IV.N, *infra*.

2. Site Visits: In addition to the site inspections and the initial review, the parties agree that the Monitor may conduct interim “site visits” to the facility, if deemed necessary by the Monitor, under the following terms:
 - (a) Consultants may participate in site visits as deemed necessary by the Monitor.
 - (b) Site visits shall not exceed a total of five (5) days annually.
 - (c) The Monitor will not produce a written compliance report following a site visit, but shall conduct a teleconference with counsel for the parties to discuss any impressions and action plan.
 - (d) The Monitor shall provide the Warden or his designee with three (3) days prior notice of any site visit and advise if any Consultants will participate.
- L. Access to Facility: With respect to the visits set forth in § IV.K, *supra*, Defendants shall allow the Monitor and Consultants entry to the facility or any portion thereof at any time, except for reasons of security, including, but not limited to, riot, lockdown, or other unforeseen events requiring enhanced security measures.
 1. At the discretion of the Monitor, the Monitor may annually conduct one (1) of the two (2) annual site inspections under § IV.K, *supra*, on an unscheduled basis. Consultants may participate in the unscheduled site visit as deemed necessary by the Monitor. For unscheduled inspections, the Monitor and/or Consultants must arrive for the inspection between the hours of 8 a.m. and 5 p.m. In the event of an unscheduled inspection, if the Monitor and/or Consultants want to meet with facility administrative or supervisory staff, they must give Defendants forty-eight (48) hours notice before they arrive for the inspection.
 2. If the Monitor and/or Consultants are denied access to the facility or any portion thereof for reasons of security, the Monitor and/or Consultants shall be permitted access as soon as the circumstances that caused the security concern have abated. The Monitor and/or Consultants will be able to make up the lost time at a time convenient to the Defendants, Monitor, and Consultants, and the Monitor and Consultants will be paid at their usual rates for any additional time required as a result.
- M. Conference Calls or Meetings with the Monitor and Consultants to the Monitor:

1. For all scheduled site inspections, a conference call shall be conducted between counsel for the parties and the Monitor, and, as needed, Consultants, not less than one (1) week prior to each site inspection of the facility, except in the event that the Monitor conducts an unscheduled inspection. For all site inspections, a post-inspection conference call between the Monitor and counsel for the parties shall be conducted within two (2) weeks following each inspection. In lieu of the pre- or post-inspection telephone calls, the Monitor may instead call an in-person meeting with the Monitor and counsel for the parties at the facility at the beginning or close of the site inspection.
 2. The Monitor and counsel for the parties shall conduct monthly conference calls as may be scheduled by the Monitor.
- N. Written Reports: Within thirty (30) days of each inspection of the facility (subsequent to the initial assessment), the Monitor will provide counsel a draft written report, incorporating the findings of the Consultants, if any.
1. The Monitor shall organize the draft written report according to the five Compliance Categories set forth in this Settlement Agreement: fire safety; environmental safety; correctional management; medical care; and mental health care. The draft written report shall list the relevant records reviewed and, in addition, shall:
 - (a) Assess the current state of compliance with each Compliance Category, based upon the applicable provisions of the Settlement Agreement (according to the standards set forth in § IV.O) and the Monitor's compliance indicators pursuant to § IV.J.(4), *supra*;
 - (b) Identify the steps taken by Defendants to implement the provisions of the Settlement Agreement since the prior Report;
 - (c) Describe Defendants' progress in implementing each provision of the Settlement Agreement, and indicate where they are compliant, non-compliant or partially compliant;
 - (d) Determine whether any impediments to compliance with the provisions of the Settlement Agreement exist;
 - (e) Identify any urgent circumstances relating to the health and safety of the inmates which require immediate remediation;
 - (f) Provide proposals for improving future compliance;

- (g) Be written with due regard for the privacy interests of individual inmates and staff members, and for the interest of Defendants in protecting against disclosures of non-public information.
 - 2. Within fourteen (14) days of receiving the draft written report, counsel for the parties may submit written objections to the Monitor regarding the report, providing a copy of such to the opposing party. The Monitor may, but is under no obligation to, accept or deny any objections by the parties within fourteen (14) days of receipt of any objections. If the Monitor makes changes to the draft report, the revised report shall be considered the final report.
 - 3. If counsel for the parties do not submit objections to the draft report, the draft report will be considered the final report.
- O. Evaluation of Compliance:
- 1. In his or her written reports, the Monitor will evaluate Defendants' compliance with the Settlement Agreement since the last site inspection with respect to each of the five (5) Compliance Categories. In so doing, the Monitor shall determine whether there is "Substantial Compliance" or "Non-Compliance" for each Compliance Category.
 - (a) For purposes of this section, "Substantial Compliance" for a Compliance Category shall mean that Defendants have and may reasonably be expected to continue to substantially satisfy the relevant Compliance Category. To achieve Substantial Compliance, Defendants need not be in 100% compliance, and the Monitor shall have the discretion to measure Substantial Compliance in each category by weighing the various Settlement Agreement provisions.
 - (b) For purposes of this section, "Non-Compliance" shall mean that Defendants have not substantially satisfied the relevant Compliance Category. In addition, an unexcused failure to produce required documentation on a timely basis or to permit access to the facility and staff as outlined in this Settlement Agreement may result in a finding of Non-Compliance. A finding of Non-Compliance shall not be based on isolated and non-continuing instances of failure to substantially satisfy the Compliance Category, nor shall a finding of Non-Compliance be based on omissions of a technical or trivial nature.

2. Beginning with the Monitor's fifth site visit, if the Monitor determines in a final Report that Defendants are in Non-Compliance with any portion of the Settlement Agreement, Defendants shall, within fourteen (14) days of receiving the Monitor's finding of non-compliance in the final Report, provide the Monitor and Plaintiffs' counsel with a proposed remediation plan reflecting the specific steps that Defendants intend to take to remedy each item of non-compliance. Notwithstanding the foregoing, Defendants shall provide a remediation plan for an earlier site visit or visits at the request of the Monitor.

P. Dispute Resolution:

1. Prior to Plaintiffs' seeking judicial enforcement of the Settlement Agreement, the parties, with the assistance of the Monitor, shall confer within thirty (30) days of receipt of the proposed remediation plan. Should the parties reach a resolution, they shall memorialize that resolution in a joint remediation agreement that specifies the actions that Defendants agree to take to achieve Substantial Compliance and a timetable for those actions. If such negotiations are unsuccessful, Plaintiffs may initiate enforcement proceedings, without further notice to Defendants, after the conclusion of the fourteen (14) day consultation period.
2. Either party may contest any action or inaction taken or proposed by the Monitor and/or Consultants as being beyond the scope of their authority under the Settlement Agreement or failing to effectuate the terms of the Settlement Agreement. Such challenges shall be raised by the contesting party promptly after such action or inaction is taken or proposed, and the parties shall confer in good faith to resolve such disputes. Failing to achieve such resolution, the contesting party may apply to the Court for an appropriate remedy.

- Q. Notification of Serious Incident: In the event of a death, system-wide lockdown, multi-day lockdown of one or more units, riot, fire, or unscheduled evacuation, Defendants shall notify the Monitor and counsel for Plaintiffs of such event on the next business day following the event/incident, and shall provide the Monitor and counsel for Plaintiffs with any documentation or reports related to the event no more than seven (7) days after the document is prepared. For documents related to the event that Defendants receive from another agency, they will provide such to the Monitor and counsel for Plaintiffs no more than seven (7) days after such documents are available to PCJ staff.

- R. Immediate Judicial Relief: Notwithstanding the dispute resolution described in § IV.P, *supra*, in the event of an emergency threatening to cause immediate or irreparable harm to the class or any portion thereof, counsel for Plaintiffs may seek immediate judicial relief.
- S. Notice of Exigent Circumstances: Should exigent circumstances exist that require Defendants to take any action that makes them non-compliant with the Settlement Agreement and create a safety risk to inmates, Defendants shall, immediately upon taking such action, notify the Monitor and counsel for Plaintiffs of the exigent circumstances, the corresponding action taken, the expected duration of such circumstances, and the steps taken to limit the duration of such circumstances. Receipt by Plaintiffs' counsel of such notification does not preclude Plaintiffs' counsel from seeking judicial relief.
- T. Access to Individual Client Records by Plaintiffs' Counsel:
1. In addition to the Monitoring Records, as described in § IV.H, *supra*, Plaintiffs' counsel shall have the right to request and receive records including but not limited to classification, medical and mental health records, of individual class members, in accordance with the terms of the Protective Order and the terms set forth §§ V and VI *infra*, and without prejudice to defense counsel's right to object to the production if the documents concern matters outside the scope of the Settlement Agreement, are based upon privilege or work product, are not complete and/or are not in the custody or control of Defendants.
 2. Defendants shall produce records within thirty (30) days, except that when Plaintiffs identify their request as emergent because of a serious health or safety risk to inmates, Defendants shall produce those records within fourteen (14) days.
 3. Once the Monitor finds the grievance process in substantial compliance, Defendants shall produce individual records within thirty (30) days relating to a particular inmate, provided that the inmate has submitted a grievance, and seven (7) business days have elapsed since the submission of the grievance. Notwithstanding the availability of the grievance process, Plaintiffs' counsel may request individual records on an emergent basis pursuant to § IV.T(2), *supra*, and nothing in this section shall impair the right of Plaintiffs' counsel to access Monitoring Records regardless of whether inmates have filed any grievance.
 4. For investigative reports that are incomplete or records not in the custody and control of Defendants (such as records from the

medical examiner), Defendants will produce such within seven (7) days of completion or of receipt.

- U. Monitoring Fees/Costs: Defendants will pay the fees and costs of the Monitor and Consultants, subject to prior approval by Defendants of the Monitor and Consultants' billing rates and/or estimates. Such prior approval will occur at the time that Defendants enter in to an engagement agreement with the Monitor and Consultants. On an annual basis, the Monitor and Consultants will provide counsel to the parties with a "not to exceed" annual budget of fees.
- V. Confidentiality: If a draft Report by the Monitor includes information that was designated "Confidential," either party may, within fourteen (14) days, object and request that the Monitor redact confidential information from any publicly available version of the final Report. Unless there is an objection by a party to a proposed redaction, the Monitor and Consultants shall accept the proposed redactions. If there is an objection to a redaction, the parties will make every effort to resolve the objection. If the parties cannot resolve the issue amongst themselves, they shall request the Monitor's opinion on the redaction. If either party objects to resolving the redaction dispute in accordance with the Monitor's opinion, that party bears the burden of applying to the Court within ten (10) days of the receipt of the Monitor's opinion for a judicial resolution of the dispute. If the objecting party does not seek judicial relief within the designated time period, the information will be included or redacted in the final Report in accordance with the Monitor's opinion.
- W. Use of Documents and Reports:
 - 1. Draft and/or final Reports by the Monitor shall not be introduced as evidence in any other proceeding or form the basis of any other proceeding, other than an action to enforce the Settlement Agreement unless otherwise ordered by a court. Neither Plaintiffs nor Defendants shall take the position in other proceedings that the reports are admissible in such proceedings.
 - 2. If Plaintiffs or Defendants receive a subpoena or other discovery request commanding production of any of the Monitor's reports or any documents reviewed by the Monitor or Consultants or any information obtained during the course of this action or the monitoring period, the entity or person receiving the subpoena or request shall immediately notify opposing counsel so that opposing counsel has the opportunity to object and/or move to quash the subpoena or have an appropriate protective order entered. Neither Plaintiffs nor Defendants shall be permitted to oppose any such motion to quash or for a protective order.

3. The Monitor's report and any documents reviewed or information obtained during the monitoring period may be used in any action to enforce the Settlement Agreement.
 4. Any redacted portion of documents or evidence that Defendants have refused to make available to the Monitor and/or Consultants may not be offered by Defendants as evidence in opposition to an action to enforce the Settlement Agreement.
- X. Testifying: The Monitor and/or Consultants shall not voluntarily testify in any other litigation or proceeding with regard to any act or omission of Defendants or their agents, representatives, or employees related to the Settlement Agreement, the conditions at Passaic County Jail, or any matter or subject that he or she may have learned as a result of the services provided during the course of this litigation or the monitoring period, unless required to by court order. If the Monitor and/or Consultants receive a subpoena to testify, the Monitor and/or Consultants shall notify counsel so that counsel have the opportunity to object and/or move to quash the subpoena or to have an appropriate protective order entered. Neither Plaintiffs nor Defendants shall be permitted to oppose any such motion to quash or for a protective order.
- Y. No Retaliation: Defendants and their employees, agents, etc. will not retaliate against any person who lodges a complaint, provides information or assistance to the Monitor, Consultants, and/or counsel to Plaintiffs, testifies in any proceedings related to this action and/or participates in any manner in any investigation or proceeding related to the Settlement Agreement.
- Z. Coordinator: Defendants will appoint a coordinator who will serve as a point of contact for the monitor and oversee the implementation of the Settlement Agreement.
- V. DESIGNATION OF CONFIDENTIAL MATERIALS PRODUCED DURING THE MONITORING OF THE SETTLEMENT AGREEMENT
- A. The Confidentiality Order is hereby extended to the production of documents, information, video tape, records, logs, correspondence and reports (henceforth "confidential materials") required to be kept by PCJ and/or provided to the Monitor, Consultants, or Plaintiffs' counsel under the MOUs (annexed hereto as Exhibits A through E) during the monitoring of the Settlement Agreement.
 - B. The parties agree that, by virtue of the court-ordered Settlement Agreement, any information disclosed in compliance with any of the requirements of the Settlement Agreement is pursuant to "Court Order" for purposes of paragraphs 3 and 4 of the Confidentiality Order.

- C. The parties' confidentiality designations of inmate records, personnel records, security records and internal affairs records apply to the production of confidential materials during the monitoring of the Settlement Agreement. In addition, either party may mark non-public documents confidential that do not fall within the criteria of the Confidentiality Order as long as the party marking the document explains in writing to opposing counsel the rationale for the confidentiality designation and that all subsequent monitoring documents within the category receive the same confidentiality designation.
- D. All draft Reports by the Monitor shall be designated "Confidential" pursuant to the terms of the Confidentiality Order and this Settlement Agreement.
- E. If a party challenges the designation of any document as "Confidential," it shall inform the producing party in writing within thirty (30) days of its receipt of such document. The parties will then make every effort to resolve the objection. If the parties cannot resolve the issue amongst themselves, they shall request the Monitor's opinion on the designation of the document as confidential. If a party objects to resolving the confidentiality dispute in accordance with the Monitor's opinion, it bears the burden of applying to the Court for a judicial resolution within ten (10) days of the receipt of the Monitor's opinion. If it does not do so, the "Confidential" status of the document will be determined in accordance with the Monitor's opinion.
- F. The parties agree that the production of confidential materials to the Monitor, Consultants, or class counsel shall not affect whether the underlying information is subject to production under the Open Public Records Act, N.J.S.A. 47:1A-1.

VI. NOTICE TO CLASS MEMBERS OF POTENTIAL DISCLOSURE OF MEDICAL AND MENTAL HEALTH RECORDS TO THE MONITOR AND CONSULTANTS AND LIMITED WAIVER OF PRIVACY CLAIMS

- A. The Monitor, consultants to the Monitor and counsel may have access to medical and mental health records of some class members in order to monitor Defendants' compliance with the Settlement Agreement, pursuant to the terms of the Confidentiality Order and § V, *supra*. While prior individual consent to disclosure is not required under Paragraph 3(a) of the Confidentiality Order, class members may refuse disclosure of their records pursuant to the following procedures.
- B. When class members receive their reception medical screening, medical staff shall provide each individual with a notice in English and Spanish, prepared by class counsel, advising any inmate who objects to the potential disclosure of medical or mental health records (hereinafter "the

objector”) to contact class counsel and notify them of their objection via mail or collect telephone, a copy of which is attached hereto as Exhibit G. The notice shall be printed in the inmate handbook.

- C. Class counsel will provide the Monitor, consultants to the Monitor, and Defendants’ counsel the names of objectors within five (5) days of receiving the objection. As of the date of receiving the name of an objector, Defendants shall not disclose the medical or mental health records of the objector to the Monitor, consultants to the Monitor, and counsel unless the objector subsequently executes an authorization for the release of such records.
- D. No records shall be released until ten (10) days after an inmate has been admitted to PCJ unless the inmate executes an authorization for the release of such records while the Monitor or consultants to the Monitor are on site. If an inmate either dies within ten (10) days of receipt of the notice or is discharged to a hospital, class counsel may apply to the Court for an order directing the release of records if Defendants do not consent to the production of the inmate’s records.
- E. To the extent applicable, class counsel hereby waives claims and causes of action, if any, that could be asserted by class members who did not object to the production of their records against Defendants (including their agents and employees), and any medical or mental health service providers at PCJ for disclosing or providing medical or mental health information or records to the Monitor, Consultants, or counsel in connection with the settlement of this lawsuit or the post-settlement monitoring of PCJ as permitted under the terms of the Settlement Agreement and the Confidentiality Order .
- F. Nothing in this Agreement shall foreclose the National Commission on Correctional Health Care (“NCCHC”) from directing PCJ to comply with its confidentiality procedures and requirements in order to secure NCCHC accreditation

VII. TERM OF AGREEMENT:

- A. Term: The Monitor shall continue to perform the services and duties as outlined in the Settlement Agreement for a period of five (5) years from the date of the final judicial order approving the Settlement Agreement, and all services of the Monitor shall terminate as of that date.
- B. Sunset Provision: Notwithstanding the provisions in Paragraph (a) of this section, in the event that the Monitor determines that there has been Substantial Compliance in any Compliance Category for three (3) successive site inspections, the monitoring of that Compliance Category shall cease, provided that the Warden is able to certify that PCJ has remained in compliance with that Compliance Category. In lieu of

monitoring for that Compliance Category, for each inspection cycle, the Warden shall certify continued Substantial Compliance with the Compliance Category until the Settlement Agreement has sunsetted under § VII., A or D. If the Warden is unable to certify continued Substantial Compliance for two (2) consecutive inspection periods, then the monitoring of that Compliance Category will resume until Defendants attain Substantial Compliance for three (3) successive inspections or until the end of the Term under § VII. A or D.

- C. Intermittent Compliance: Should the Monitor find Substantial Compliance in one inspection period, but on a subsequent inspection determine that Defendants are Noncompliant for that Compliance Category, the compliance period will reset and begin again when the Monitor finds the Compliance Category in Substantial Compliance. Only after three (3) successive inspection findings of Substantial Compliance for a Compliance Category will the Compliance Category no longer be subject to monitoring.
- D. Termination of the Settlement Agreement: Once Defendants achieve Substantial Compliance for each of the five (5) Compliance Categories for three (3) successive inspections, or five (5) years from the date of the Settlement Agreement, whichever comes first, the Settlement Agreement will terminate. At such time, Plaintiffs will have no further right to enforce the terms of the Settlement Agreement and the Court shall no longer retain jurisdiction, if any, over the enforcement of such Agreement.
- E. Closing of Facility: If PCJ no longer houses inmates at the facility and the facility is permanently closed, the Settlement Agreement will terminate upon the removal of the final inmate from the facility.

VIII. STIPULATION PURSUANT TO 18 USC § 3626

- A. For the purposes of this lawsuit only and in order to settle this matter, Defendants consent to the entry of a finding that the conditions at PCJ necessitate the remedial measures contained in this Settlement Agreement and Order and represent that this Settlement Agreement complies in all respects with the provisions of the Prison Litigation Reform Act, 18 U.S.C. § 3626(a). The terms and requirements of this Settlement Agreement and Order will be interpreted to be consistent with the measures necessary to protect the constitutional rights of inmates and are not meant to expand or contract the constitutional rights of inmates at PCJ. The parties stipulate that the remedial measures will not have an adverse impact on public safety or the operation of a criminal justice system.
- B. The terms agreed upon within this Settlement Agreement and Order are being entered by the Court in an enforceable order, based upon the consent and acquiescence of the parties. 18 U.S.C. § 3626(g)(1).

- C. This Settlement Agreement is subject to judicial enforcement, 18 U.S.C. § 3626(g)(6), and the parties agree that the United States District Court for the District of New Jersey shall retain jurisdiction over this action until the agreement ends according to the terms of § VII *supra*.

IX. ENTIRE AGREEMENT

This Settlement Agreement shall constitute the entire integrated agreement of the parties. No prior or contemporaneous communications, oral or written, will be relevant or admissible for purposes of determining the meaning of any provisions herein in this litigation or in any other proceeding.

X. JOINTLY DRAFTED

This Settlement Agreement, together with any Exhibits, shall be deemed to have been mutually prepared by the parties and shall not be construed against any of them by reason of authorship.

XI. ALTERATIONS

The terms and conditions reflected in this Settlement Agreement shall not be amended, changed or altered orally. Such terms and conditions may be amended, changed or altered only by written agreement between the parties through their respective counsel or by order of the Court upon motion.

XII. DISCLAIMER OF LIABILITY AND RESERVATION OF CLAIMS

- A. Plaintiffs and Defendants expressly acknowledge and agree that this Settlement Agreement does not constitute, and shall not be construed as or deemed to be evidence of, an admission or concession with regard to any fault, wrongdoing, or liability by Defendants whatsoever.
- B. The issue of liability has not been litigated.
- C. This Settlement Agreement is not intended to have any preclusive effect except between the parties and except as to matters expressly resolved in this Settlement Agreement. Plaintiffs and Defendants expressly acknowledge and agree, unless otherwise ordered by a court, that this Settlement Agreement may not be introduced as evidence in any other proceedings, nor form the basis of any other proceeding. Neither Plaintiffs nor Defendants shall take the position that the Settlement Agreement is admissible in any other court proceedings.
- D. The confidentiality provisions and limitations on the use of information reflected in this Settlement Agreement and the Confidentiality Order shall survive and be fully enforceable by the parties, notwithstanding the sunset or termination of Monitoring as provided in § VII *supra*.

- E. Plaintiffs expressly reserve the right to raise in subsequent litigation constitutional challenges to jail overcrowding should the Defendants fail to adhere to the terms of the Correctional Management MOU (Exhibit C).

XIII. DISSOLUTION AND SEVERABILITY

Plaintiffs and Defendants agree that if any provision or provisions of this Settlement Agreement are found to be contrary to law, the remaining provisions will not be affected and shall remain in full force and effect.

XIV. DISSEMINATION

- A. Defendants shall provide a plain language summary of this Settlement Agreement, prepared by Plaintiffs' counsel, in both English and Spanish as directed by the Court (hereinafter "summaries"); a comment sheet; and a return envelope in a sealed envelope to each inmate in the Passaic County Jail.
- B. In addition, one copy of this Settlement Agreement and the plain language summaries referred to in subsection (A) shall be posted in all day rooms, common areas, and the law library and shall be electronically available on the law library computers until the Court's Final Approval of the Settlement Agreement. Upon request by an inmate, a PCJ ombudsman shall provide a copy of the Settlement Agreement to the requestor no later than four days from the date of the request.
- C. Upon the Court's Final Approval of this Settlement Agreement and for the duration of the Settlement Agreement:
 - 1. Two laminated copies of the Settlement Agreement and summaries shall be posted in the law library and shall be electronically available on the law library computers. Defendants shall be responsible for replenishing any missing copies on a monthly basis;
 - 2. The summaries shall be printed as a subsection of the Inmate Handbook.
- D. The Parties agree that they will issue a joint statement for release to the press and any other third party upon the entry of the Settlement Agreement.

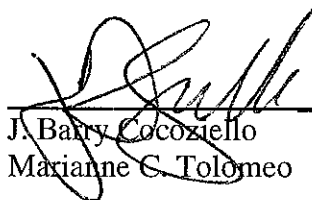
XV. PLAINTIFFS' ATTORNEY'S FEES

- A. Plaintiffs agree to accept and Defendants agree to pay to Plaintiffs' attorneys the sum of \$325,000.00 in full and find satisfaction of any and all claims for attorneys' fees and costs as to the Passaic County Defendants in connection with this action inclusive up to the date of the

entry of the Order approving the Settlement Agreement. Plaintiffs agree that future applications for attorney's fees and costs will be limited to those made as a prevailing party on any motions to the District Court to compel compliance with the Settlement Agreement or to hold Defendants in contempt for failure to comply with the Settlement Agreement.

- B. Defendants agree to make payment to Plaintiffs' counsel within sixty (60) days of the date of final approval of the Settlement Agreement.

For the Defendants:

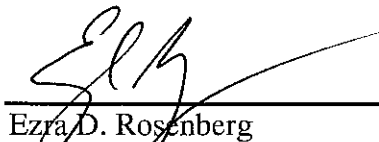


J. Barry Cocozziello
Marianne C. Tolomeo

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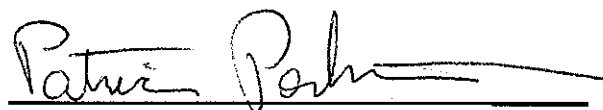
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Having reviewed the terms and conditions set forth above, any comments from class members, the arguments of counsel and the records on file in this case, the Court hereby finds, as set forth in section VII above, that the terms of this federally enforceable Settlement Agreement comply in all respects with the provisions of the Prison Litigation Reform Act, 18 U.S.C. § 3626(a), are fair and reasonable, and that defendants' plan, once fully implemented, shall provide effective relief to the plaintiff class. Accordingly, the Court will retain jurisdiction over this case to enter any order necessary to ensure compliance with and implementation of the terms and conditions set forth above.

IT IS SO ORDERED.

Dated:

United States District Court

Exhibit A

MEMORANDUM OF UNDERSTANDING
CONCERNING FIRE SAFETY ISSUES
AT THE PASSAIC COUNTY JAIL

Whereas, the County of Passaic, the Passaic County Board of Chosen Freeholders, and the Passaic County Sheriff's Department (collectively "Defendants") are parties to the action captioned Colon, et al. v. Passaic County, et al., Case No. 2:08-cv-04439, which is pending in the United States District Court for the District of New Jersey (the "Action"), and the Plaintiff class of inmates who are now or will become incarcerated at the Passaic County Jail during the pendency of the Action are also parties to the Action ("Plaintiffs") (Defendants and Plaintiffs, collectively the "Parties"); and

Whereas, Plaintiffs contend that Defendants (1) do not provide or perform the services and functions addressed in this Memorandum of Understanding ("MOU"); (2) do not comply with the referenced standards; and (3) have not provided information or documentation evidencing their performance of the services and functions addressed herein and evidencing their compliance with the referenced standards; and

Whereas, Defendants contend that they (1) already provide and perform many of the services and functions addressed in this MOU; (2) already comply with many of the standards referenced in this MOU; and (3) have provided information and documents evidencing such performance and compliance to Plaintiffs;

Whereas, Defendants and Plaintiffs are desirous of entering into the MOU as of this 16 day of May, 2011.

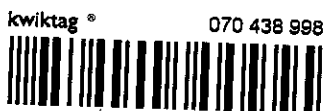
I. Purpose

The purpose this MOU is to set forth in writing the interim understanding of the Parties with respect to certain issues related to fire safety at the Passaic County Jail ("PCJ" or the "facility"). This MOU is not binding on the Parties unless and until a comprehensive agreement is reached by the Parties and merged into a final comprehensive Settlement Agreement signed by the Parties and approved by the Court. This MOU is entered into for settlement purpose only pursuant to Fed. R. Evid. 408 and shall not be either deemed admissible on behalf of the Parties, nor construed as an admission of liability by the Parties. Further, this MOU, any actions to carry out the MOU, and/or any negotiations or court proceedings relating to this MOU shall only be admissible in proceedings related to the enforcement of any Settlement Agreement in this Action.

II. Areas of Substantive Agreement

A. Fire Detection, Fire Suppression and Alarm Systems.

1. Defendants will oversee the completion of the New Fire Detection and Alarm Systems and Phase I Fire Suppression Upgrades, as described in the bid documents produced as PCJ 5500 - PCJ 5865 (hereinafter referred to as "Phase I") and take reasonable action to enforce the contract so that it is completed by May 30, 2011.



- a. Defendants agree to produce to the Monitor the following documents called for in the contract:
 - (1) Agendas and Minutes of Project Meetings (*see, e.g.*, PCJ 5726¹, 7733)
 - (2) Progress Schedules and Reports (*see, e.g.*, PCJ 5736)
 - (3) Fire Alarm Routine Inspection Reports (*see, e.g.*, PCJ 5802)
2. Defendants will oversee the completion of the New Fire Detection, Alarm, Suppression Systems and Heating, Ventilation, and Air Conditioning System Upgrades (hereinafter referred to as "Phase II"). Barring a legal challenge by a third party to the bidding process, Defendants will take reasonable action to enter into a contract for Phase II by December 31, 2011. Defendants will further take reasonable action to ensure that the contract is completed by June 1, 2013.
 - a. Defendants agree to produce to the Monitor bid documents when they are made available to the public.
 - b. To the extent applicable, Defendants will provide the Monitor with the documents listed in section II.A.1.a. that are generated as a result of the Phase II contract.
3. For both Phase I and Phase II contracts, Defendants will advise their contractors of the existence of this MOU and the need to complete both phases in a timely manner.
4. Defendants agree to closely monitor both Phase I and Phase II contracts and enforce their contractual rights regarding the progress and timely completion of the contracts, including, but not limited to, provisions regarding liquidated damages.
5. The Phase I contract currently provides for three years of testing, maintenance and repair of the newly installed systems. *See* PCJ 5726, PCJ 5802. Defendants agree to purchase testing, maintenance and repair services for all of its fire systems and equipment for a period of ten years, and provide documentation of such to the Monitor.
6. Defendants agree to maintain adequate documentation of all fire systems and equipment, including, but not limited to:
 - a. An inventory of all sprinkler heads, fire alarm pull boxes and smoke detector units, including their location;

¹ References to page numbers are for descriptive purposes only. Defendants agree to produce all of the type of documents listed that will be generated as a result of the contracts.

- b. A master calendar of all inspections, including internal inspections (e.g., routine equipment inspections) and external inspections (e.g., Department of Corrections, Paterson Fire Department);
- c. Logs of all inspection and testing, including date, name(s) of staff conducting inspection, and status of functionality.

B. Compliance with PCJ Key Control Policy (N.J.A.C. 2:3.1.8)

- 1. Defendants will amend the Key Control Policy to reflect the following:
 - a. The key rings will be reconfigured so that each ring contains keys associated with a specific section of the jail, rather than the entire floor.
 - b. The key rings will have a card attached to it that lists each key number and the door/lock that key fits. Each key will be color coded to match a color-coded dot on the card. The dot will be placed next to the name of the door/lock that the key unlocks. For example, if a key is color-coded blue, Corrections Staff could look at the card, see a blue dot next to the name of a door/lock, and know that the blue key unlocks that door (without checking the key numbers on the key and the card).
 - c. The first key on the ring will be color-coded red and will unlock the first emergency door Corrections Staff has to go through. The actual lock on that first door will also be color-coded red. The other keys will then be arranged in order on the ring to take the Corrections Staff from the perimeter to the interior.
- 2. Pursuant to existing PCJ policy, Defendants will test emergency keys on a quarterly basis, and provide adequate documentation of such testing to the Monitor.
- 3. Defendants will provide annual training to relevant staff specific to use of emergency keys and provide adequate documentation of such training to the Monitor.

C. Fire Watch

- 1. Until the completion of Phase I, Defendants will continue to staff PCJ's Fire Watch, including at least one fire watch officer per shift who is responsible for continuous tours of the facility ("Fire Watch Officer").
- 2. In addition to their current documentation of Fire Watch, i.e., Fire Watch Officer's Round Checklist, Defendants will provide a mechanism at each location on the checklist for Fire Watch Officers to document the time they visited that location. For example, Stairwell 07 will have a place for the Fire Watch Officer on duty to indicate each time he visited that location. As the Phase I installation is completed for each location, and the fire alarm for such

location has been tested and is fully operational, Fire Watch location documentation will no longer be required for such location.

3. Fire Watch location documentation will be collected at regular intervals (e.g., bi-weekly) and compared with the Round Checklist to ensure adequate compliance with the Fire Watch.

D. Staffing & Training

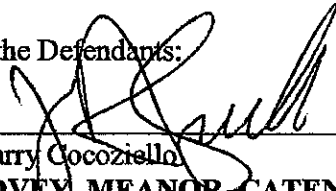
1. Defendants will develop and implement policies to reflect the following agreements:
 - a. Fire Safety Officers: fire safety officers shall receive annual training equivalent to that required of fire inspectors, as described in N.J.A.C. 5:71-4.5(c)(1).
 - b. Fire Responders: Until the completion of Phase II PCJ shall have at least one (1) certified fire fighter (who has been designated as "Firefighter I" pursuant to applicable state regulations) on duty at all hours of operation and said responder shall have his or her fire fighting gear available while on duty.
 - c. After the completion of Phase II, in the event of a fire alarm and turnout by the Paterson Fire Department, PCJ shall, through its on-duty Tour Commander, designate either a "Firefighter I" or an officer of a rank of Sergeant or above to meet the responding Paterson Fire Department personnel at the entrance of the facility in order to facilitate their locating the site of the fire alarm.
 - d. Every new member of the Corrections Staff shall receive a minimum of three hours of training with regard to fire fighting response including use of fire fighting equipment and evacuation. Additionally, on an annual basis, each member of the Corrections Staff who is a full time employee at PCJ shall receive a half hour refresher course on the use of fire fighting equipment.
 - e. PCJ shall have a minimum of twelve fire drills per annum at PCJ, which shall include a review of the policies and practices regarding the evacuation and movement of inmates.
2. Defendants will maintain adequate documentation regarding training content and attendance.

E. Fire Code

1. As of the completion of Phase II, Defendants agree that PCJ shall be compliant with the New Jersey Uniform Fire Safety Act ("NJUFSA") and all applicable fire codes and regulations.

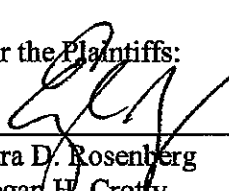
2. Defendants agree that PCJ shall remain within compliance of the NJUFSA and all applicable fire codes and regulations going forward.
3. Defendants agree to provide annual certifications to the New Jersey Department of Corrections regarding its compliance of NJUFSA and all applicable fire codes and regulations until 2020 and to the Monitor until 2015.

For the Defendants:



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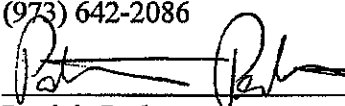
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Exhibit B

MEMORANDUM OF UNDERSTANDING
CONCERNING ENVIRONMENTAL HEALTH ISSUES
AT THE PASSAIC COUNTY JAIL

Whereas, the County of Passaic, the Passaic County Board of Chosen Freeholders, and the Passaic County Sheriff's Department (collectively "Defendants") are parties to the action captioned Colon, et al. v. Passaic County, et al., Case No. 2:08-cv-04439, which is pending in the United States District Court for the District of New Jersey (the "Action"), and the Plaintiff Class of inmates who are now or will become incarcerated at the Passaic County Jail during the pendency of the Action are also parties to the Action ("Plaintiffs") (Defendants and Plaintiffs, collectively the "Parties"); and

Whereas, Plaintiffs contend that Defendants (1) do not provide or perform the services and functions addressed in this Memorandum of Understanding ("MOU"); (2) do not comply with the referenced standards; and (3) have not provided information or documentation evidencing their performance of the services and functions addressed herein and evidencing their compliance with the referenced standards; and

Whereas, Defendants contend that they (1) already provide and perform many of the services and functions addressed in this MOU; (2) already comply with many of the standards referenced in this MOU; and (3) have provided information and documents evidencing such performance and compliance to Plaintiffs;

Whereas, Defendants and Plaintiffs are desirous of entering into the MOU as of this 10 day of May, 2011.

I. Purpose

The purpose this MOU is to set forth in writing the interim understanding of the Parties with respect to certain issues related to environmental health at the Passaic County Jail ("PCJ" or the "facility"). This MOU is not binding on the Parties unless and until a comprehensive agreement is reached by the Parties and merged into a final comprehensive Settlement Agreement signed by the Parties and approved by the Court. This MOU is entered into for settlement purpose only pursuant to Fed. R. Evid. 408 and shall not be either deemed admissible on behalf of the Parties, nor construed as an admission of liability by the Parties. Further, this MOU, any actions to carry out the MOU, and/or any negotiations or court proceedings relating to this MOU shall only be admissible in proceedings related to the enforcement of any Settlement Agreement in this Action.

II. Policies

To the extent consistent with applicable state and federal statutes and regulations governing the facility's operations, PCJ will adopt and implement any and all new policies and/or amend any existing policies if necessary to conform to the areas of substantive agreement below, notwithstanding whether specific reference is made below to the revision or adoption of specific policies.



III. Areas of Substantive Agreement

A. Ventilation

1. Defendants will oversee the completion of the Main and Marshall Street HVAC and Fire Protection System Upgrades for the Passaic County Jail, as described in the revised bid documents published in March 2011 together with any supplemental bid documents (hereinafter referred to as "Phase II"), and complete Phase II as previously set forth in Section II, A.2 of the Fire Safety MOU.
 - a. Upon request, Defendants will provide copies to counsel for Plaintiffs of the following types of documents called for in the Phase II contract: progress schedules and reports, agendas and minutes of project meetings; inspection reports; reports associated with the completion of the project.
2. Until Phase II, as described above, is fully operational in all parts of the facility, Defendants will measure and log the temperature in inmate-occupied Phase II areas during the months of January, February, March, June, July, August, September, November, and December once per day. The temperature will be measured at 12:00 p.m. during June, July, August and September and at 12:00 a.m. during January, February, November, and December with a thermometer appropriate for measuring ambient temperature.
3. PCJ will plan for the maintenance, cleaning and rebalancing of its ventilation system at least every seven (7) years.
4. Until the completion of Phase II, from June to August, inmates will be housed in accordance with Medical MOU Article III, Paragraph A, 9.
5. From October 1 through April 30, PCJ will maintain a temperature that is no less than 68 degrees Fahrenheit between the hours of 5:00 a.m. and 11:00 p.m., and no less than 65 degrees Fahrenheit between the hours of 11:00 p.m. and 5:00 a.m. Once Phase II is completed, from May 1 to September 30, PCJ will maintain ventilation and temperature of no more than 80 degrees Fahrenheit to all inmate occupied areas. PCJ will maintain temperatures as set forth herein absent an emergency or mechanical failure.

B. Food Preparation and Service

PCJ's policies will reflect the following agreements regarding food preparation and service

1. The Policy will be designed to avoid the following five major risk factors for food borne illness, as set forth in the Food Code established by the United States Public Health Service.
 - a. Food held at improper temperature and/or for improper length of time;
 - b. Inadequately cooked or undercooked food;
 - c. Cross-contamination of food equipment;
 - d. Food from unsafe sources including use of expired food;
 - e. Poor personal hygiene.
2. In order to effectuate the goals set forth in Section 1(a) above, PCJ agrees that:
 - a. Inmate workers responsible for food preparation and service will change into clean jumpsuits (or jail issued uniforms) prior to every shift;
 - b. Soap and towels will be available in lavatories and in food preparation areas. PCJ will demand that those who handle and/or transport food will wash their hands with soap and warm water for 20 seconds before handling foods, after using the toilet, and after changing operations. Failure to do so will result in removal of the inmate from the food services crew. The use of hand sanitizers will be permitted when soap and towels are not readily available;
 - c. Each pallet of food will be labeled with the date on which it was received and must be served to inmates prior to the expiration date on the food packaging or in accordance with storage times permitted by the Food Code;
 - d. Operational thermometers for ambient temperature will be located in refrigerators and freezers and Defendants will log the temperatures at the beginning of the first shift of each day and at the end of the second shift of each day;
 - e. Systems will be put in place designed to ensure that food temperature at the point of service will measure 45°F or less for cold foods and 140°F or more for warm/hot foods on a validated thermocouple thermometer. Under no circumstances will warm/hot foods at the point of service be less than 135°F;
 - f. If the food service is not contracted out to a third party vendor, one or more of PCJ's corrections officers will be trained and certified

as a food protection manager, having passed a test that is part of an accredited program;

- g. If the food service is not contracted out to a third party vendor, at least one food protection manager, as described in subsection (f.) above, will be present for and supervise each meal preparation and service. Defendants will create a schedule to ensure that each shift is covered.

C. Housekeeping

PCJ's policies will reflect the following agreements regarding housekeeping:

1. The written housekeeping policy and procedure will be revised for all areas of the facility so that it accurately reflects PCJ practices;
2. Inmates and the corrections officers who instruct them on same will be provided with instructions regarding the use of equipment and supplies;
3. Inmates will be offered personal protective equipment (e.g., gloves, masks, eye protection) indicated for use with undiluted or caustic chemicals, including paint, as indicated by the material safety data sheets and/or the labels of the material(s) being handled;
4. All chemicals will be maintained in their original containers inasmuch as possible. When chemicals are decanted and otherwise diluted for use, the containers in which these chemicals are kept will be clearly labeled as to content in accordance with Hazard Communication standards;
5. Cleaning materials will be made available to trustees so that dormitories, including the sinks, toilets, and shower facilities, may be cleaned at least once each day, including during periods of lock-down exceeding twelve hours;
6. Cleaning materials will be made available to inmates assigned to cells, except those in SDU, so that cells, including the sinks and toilets, may be cleaned at least once each week, including during periods of lock-down exceeding twelve hours;
7. A program designed to ensure that cells and dormitories are cleaned as provided in subsections (5) and (6) above will be maintained;
8. Inmate housekeeping crews responsible for general cleaning and assigned to specific tasks will be provided with appropriate cleaning and safety instructions on terminal cleaning of cells and specialty housing areas;

9. Individuals responsible for dusting will be provided with a schedule and detailed information regarding how to dust inaccessible surfaces (to occur approximately once per year);
10. A specific cleaning schedule will be established to ensure achievement and maintenance of adequate sanitation.

D. Laundry & Bedding

PCJ's policies will reflect the following agreements regarding laundry:

1. Systems will be used to minimize surface and airborne contamination of Staphylococcus and other disease organisms in the handling and transportation of soiled laundry and distribution of clean laundry;
2. PCJ will use precautions, similar to those used by the Federal Bureau of Prison, when handling linens contaminated with bodily fluids to ensure minimum risk to inmate workers and supervisory personnel;
3. Wash water will be greater than or equal to 140°F and laundry chemicals will be available at all times during the operation of the laundry. These chemicals will be periodically titrated for proper dilution to prevent skin irritation;
4. At all times during the laundry operation, a person trained and certified as a certified laundry technician by the Association for Linen Management (www.almnet.org) will be present. PCJ will create a schedule to ensure that each shift is covered;
5. All inmates will be provided with a mesh laundry bag or laundry loop;
6. A minimum of at least par-two levels of all institutionally-issued garments, including, but not limited to, boxers or briefs for men and underwear and bras for women, will be provided to each inmate, and this will be documented;
7. Laundering for towels will be offered at least twice per week;
8. Laundering for clothing will be offered to all inmates, at least two times per week;
9. Laundering for linens will be offered at least once per week;
10. Laundering for blankets will be offered at least once per week;
11. Each inmate will be issued a mattress with integrated pillow, a blanket, and two sheets;

12. Mattresses will be in good repair, clean and free of graffiti; serviceable; and fire retardant. Mattresses will be cleaned and sanitized between uses;
13. Until Phase II, as described above, is fully operational in all parts of the facility, the following steps will be taken:
 - a. Thermometers will be placed in each living area, visible to corrections officers;
 - b. Sweatshirts will be made available to all inmates upon request, and at no cost to indigent inmates, when the temperature inside the facility is 66 degrees or lower between 5 a.m. and 11 p.m.;
 - c. When the temperature inside the facility is 80 degrees or warmer, ice will be provided to inmates and fans in existing locations will be turned on.

E. Plumbing

1. A licensed plumber will evaluate the facility within 60 days of the execution of the Settlement Agreement to determine whether the facility is in compliance with the Plumbing Code provisions regarding cross connection and back-siphonage. If the facility is in violation of such provisions Defendants will, to the extent possible, prepare and follow a remediation schedule to bring the facility into compliance.
2. Within 30 days of the execution of the Settlement Agreement, a licensed plumber will conduct an initial survey of all plumbing fixtures including, but not limited to, toilets, sinks, showers, water fountains and utility sinks, and a corrections officer will make a log of all fixtures. All non- and marginally-operational fixtures will be returned to working conditions, based upon a priority schedule to be established. If replacements are needed, a remediation schedule will be prepared and followed.
3. Adequate pressure and quantity will be maintained to provide normal operation of toilets, sinks, showers and drinking fountains. If jail conditions permit, this will be: toilets and utility sinks, 3 gpm; showers, 5 gpm; lavatory sinks, 2 gpm; and drinking water fountains, 8 gallons per hour.
4. Hot water will not exceed 120°F in inmate domicile areas.
5. All combination faucets or mixing valves will have 10 second uninterrupted flow.
6. Inmates will have access to toilets 24 hours/day, 7 days a week, including in booking, holding, and medical unit areas.

F. Vermin Control

PCJ's policies will reflect the following agreements regarding vermin control:

1. PCJ will use Integrated Pest Management practices;
2. Passaic County will ensure that a licensed Pest Control Technician will inspect PCJ on a monthly basis and document same;
3. Safe pesticide application, including written protocols from the contract pest control vendor, will be used;
4. "Economic Poison" safety will be used in all areas of the facility.

G. Personal Hygiene

1. All inmates will be issued a toothbrush, toothpaste, soap, and comb upon admission to the facility. It will be ensured that these supplies are provided until the inmate's commissary order is processed or other arrangements are made for indigent inmates.
2. Restricted inmates will be given the opportunity to shower at least five times each week. Shower times should be logged.

H. Grooming Services

PCJ's policies will reflect the following agreements regarding grooming services:

- a. All instruments will be inspected and sanitized between uses;
- b. Inmate barbers and the female equivalent will be provided with training and safety information for personal hygiene practices and the blood-borne disease control standards;
- c. On an annual basis, PCJ will ensure that the training and safety information referenced in subsection (b) is consistent with the information provided by the Federal Bureau of Prisons or Immigrations and Customs Enforcement for its detention facilities;
- d. PCJ will post a notice and provide instructions to inmate barbers and the female equivalents that disposable neck papers or single use towels are required to be used. PCJ will provide sufficient supplies of disposable neck papers or single use towels for the barbering needs of each unit. PCJ will prohibit neck brushes.

I. Electrical Power and Supply

1. Within 30 days of the execution of the Settlement Agreement, a licensed electrician will evaluate the facility to determine compliance with the

National Fire Protection Association electrical code or equivalent local code. If any violations are found, Defendants will, to the extent possible, prepare and follow a remediation schedule.

2. PCJ's policies will reflect the following agreements regarding electrical equipment:
 - a. Only electrical and electronic equipment (with the exception of battery-operated components) that are UL approved or equivalent will be used within the facility;
 - b. All portable electrical equipment will be double insulated or grounded.
3. For emergency operation purposes, PCJ will prepare a detailed inventory of all critical equipment and electrical outlets that are connected to emergency power operations, including, but not limited to: locking devices, medical equipment, refrigerators-freezers, emergency lighting, and alarms-communication.

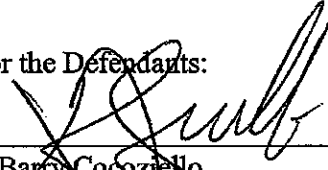
J. In-Service Training

1. All inmates (a) who handle undiluted hazardous materials or (2) are assigned to a work detail such as laundry, housekeeping, kitchen or maintenance will receive appropriate hazardous communication training regarding handling chemicals, including paint, in accordance with the OSHA Hazard Communication standard CFR 1910.1200.
2. Inmates who handle chemicals, including paint, will be offered the personal protective equipment as required by the material safety data sheets and/or the labels of the material(s) being handled.

K. Self-Inspection

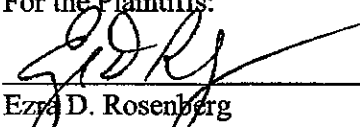
In the event that the Environmental MOU sunsets prior to the termination of the Settlement Agreement, then PCJ will develop and implement a self-inspection program for quality assurance, quality control and quality improvement for the areas addressed herein.

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Exhibit C

MEMORANDUM OF UNDERSTANDING
CONCERNING CORRECTIONAL ISSUES
AT THE PASSAIC COUNTY JAIL

Whereas, the County of Passaic, the Passaic County Board of Chosen Freeholders, and the Passaic County Sheriff's Department (collectively "Defendants") are parties to the action captioned Colon, et al. v. Passaic County, et al., Case No. 2:08-cv-04439, which is pending in the United States District Court for the District of New Jersey (the "Action"), and the Plaintiff class of inmates who are now or will become incarcerated at the Passaic County Jail during the pendency of the Action are also parties to the Action ("Plaintiffs") (Defendants and Plaintiffs, collectively the "Parties"); and

Whereas, Plaintiffs contend that Defendants (1) do not provide or perform the services and functions addressed in this Memorandum of Understanding ("MOU"); (2) do not comply with the referenced standards; and (3) have not provided information or documentation evidencing their performance of the services and functions addressed herein and evidencing their compliance with the referenced standards; and

Whereas, Defendants contend that they (1) already provide and perform many of the services and functions addressed in this MOU; (2) already comply with many of the standards referenced in this MOU; and (3) have provided information and documents evidencing such performance and compliance to Plaintiffs;

Whereas, Defendants and Plaintiffs are desirous of entering into the MOU as of this 9 day of December, 2011.

I. Purpose

The purpose this MOU is to set forth in writing the interim understanding of the Parties with respect to certain issues related to the operation of the Passaic County Jail ("PCJ" or the "facility"). This MOU is not binding on the Parties unless and until a comprehensive agreement is reached by the Parties and merged into a final comprehensive Settlement Agreement signed by the Parties and approved by the Court. This MOU is entered into for settlement purpose only pursuant to Fed. R. Evid. 408 and shall not be either deemed admissible on behalf of the Parties, nor construed as an admission of liability by the Parties. Further, this MOU, any actions to carry out the MOU, and/or any negotiations or court proceedings relating to this MOU shall only be admissible in proceedings related to the enforcement of any Settlement Agreement in this Action.

II. Policies

To the extent consistent with applicable state and federal statutes and regulations governing its operations, Defendants will adopt and implement any and all new policies and/or amend any existing policies to conform to the areas of substantive agreement below, notwithstanding whether specific reference is made below to the revision or adoption of specific policies.

A. Use of Force



1. The Parties agree that in certain situations, the use of force by corrections staff may be required in PCJ. The Parties further agree that the force used should be avoided except where reasonably determined to be required and the amount of force employed should be the minimum amount required in the circumstances.
2. Training: Defendants will develop and implement mandatory six (6) hours of annual use of force training for all corrections staff. Where possible, training will focus on the types and circumstances of actual use of force incidents that occurred within PCJ during the prior year, and will be apportioned as follows:
 - a. At least three (3) hours of annual use of force training will be dedicated to practical exercises that will include any of the following topics: defensive tactics, cell extractions, handcuffing, pat-searches, chemical/natural agents, less than lethal weaponry, judgmental use of force exercises, and corrections staff safety. In any three (3) year cycle, training will be provided on each of the preceding topics.
 - b. At least three (3) hours of annual use of force training will be dedicated to classroom training that will include the following topics: PCJ policy review, deployment procedures, SORT operations, K-9 operations, follow-up care (medical treatment and injury assessment), reporting and documentation procedures, actual use of force incident critiques, de-escalation techniques and alternatives to use of force, corrections staff safety, and dealing with inmates who suffer from serious mental illnesses. In any three (3) year cycle, training will be provided on each of the preceding topics.
 - (1) Of the classroom training, up to two (2) hours may occur via computer and may cover the following topics: PCJ policy review, follow-up care (medical treatment and injury assessment), reporting and documentation procedures, and corrections staff safety.
3. Use of Force Report Form: Defendants will revise the current use of force reporting form to supplement narrative descriptions of incidents (in which the corrections staff shall describe the incident in their own words) with check boxes or other appropriate easily discernable data identifiers including, at a minimum, the following information:
 - a. The time and specific location of the incident;
 - b. Witnesses and other staff present, including medical staff;
 - c. Any alternatives/de-escalation techniques used prior to the use of force, including whether any distance was created between the corrections staff and the inmate so that a physical confrontation

could be avoided and whether the corrections staff called for/radioed for backup prior to using force, and if not, why not;

- d. Specific reasons why corrections staff used force;
- e. If force was used to enforce facility regulations, the immediate threat to personal safety or facility security;
- f. The type(s) of force used, including specific techniques employed and commands/directives issued while using force;
- g. If hand or foot strikes were used, the areas of the body to which they were directed;
- h. Any resistance offered by inmate prior to, during, or after the use of force;
- i. Any physical or mental disabilities of the inmate on whom force was used and whether staff was aware of these disabilities or medical conditions prior to the use of force;
- j. Actions taken by other corrections staff, as well as what the corrections staff perceived the threat to be;
- k. The resultant effect of the application of force on the subject, i.e., compliance, further resistance. Describe the manner of compliance and/or continued resistance;
- l. The correction staff's involvement in follow-up medical care (if any), including what actions he or she took and when; and
- m. Any physical injuries asserted by the inmate during the incident;
- n. Whether the use of force was video-recorded with a handheld or other type of video camera, and if not, why not.

Defendants will also incorporate into the Jail Management System (JMS) data fields to capture the above information and be able to generate routine reports of same. The JMS system will be fully operational by no later than thirty (30) days from the Court's final approval of the Settlement Agreement.

- 4. Investigation: Defendants will ensure that, when reviewing use of force incidents, SID will, in addition to considering the Use of Force Report Forms completed in connection with the incident, consider the following:
 - a. Whether the corrections staff's actions complied with the PCJ policy and procedures regarding use of force, including the requirement that

- all corrections staff who used force or witnessed an incident involving a use of force submitted incident reports;
- b. Whether de-escalation techniques were used or why they were not;
 - c. Whether the corrections staff practiced good officer safety techniques, including creating distance between themselves and the inmate where possible and calling for/radioing for backup;
 - d. Whether the corrections staff attempted to secure other cooperative inmates in their cells or instructed them to remain on their bunks while awaiting backup;
 - e. Whether the techniques employed were consistent with training;
 - f. If force was used to enforce facility regulations, whether the reports described in detail the immediate threat to personal safety or facility security;
 - g. Whether there was an opportunity to video-record the incident and, if so, whether the incident was recorded or why it was not;
 - h. Whether the corrections staff received training in any applicable use of force policy and specific techniques to be used during a use of force within the past year;
 - i. Whether at the time of the incident PCJ was staffed according to its post coverage plan;
 - j. Whether any related/applicable department policies and training are sufficient, and if not, recommended changes;
 - k. Whether the corrections staff and inmate involved had previous histories of conflict; and
 - l. Whether the corrections staff involved had previously been involved in use of force incidents that were submitted for SID review.
5. Software: The Defendants will purchase and implement software that will assist in the early identification of corrections staff who may be using excessive or inappropriate force. This system will be implemented and fully operational no later than thirty (30) days from the Court's final approval of the Settlement Agreement.
 6. Management Review of Use of Force Reports: All use of force reports will be reviewed and such review will be documented. A Lieutenant may conduct the first-level review of such reports; the Warden and/or Deputy Warden must conduct a second-level review no later than the business day

subsequent to the use of force incident. If the Warden and/or Deputy Warden determine that a corrections staff member's conduct was inappropriate or identify areas for improvement, the Warden and/or Deputy Warden will request an SID investigation or take those corrective actions they/he deem to be appropriate. In addition, if the use of force resulted in an inmate losing consciousness, receiving sutures, having a positive x-ray, and/or being transported to a hospital for evaluation or treatment (other than for an x-ray), jail administration will request an SID review.

7. Use of Canines: Defendants' canine policy will reflect that canines may be used for "deterrence" purposes, but that canines will not be used for any purpose in the mental health unit ("1-2") absent an emergency and approval from the highest ranking officer present at the facility at that time.
8. Cell Extraction and Planned Use of Force: All planned use of force situations, including cell extractions, will be performed by as many SORT officers as are available at the time of the incident. All planned use of force situations, including cell extractions, will be video-recorded with a handheld or other type of video camera.
9. Management Review/Oversight: Defendants will create a form and/or system that captures the following information:
 - a. Average daily population for each month;
 - b. Number of use of force incidents;
 - c. Location(s) (e.g., floor or area) of use of force incidents and inmate assaults;
 - d. Shift on which incidents occurred;
 - e. Restraint chair uses;
 - f. Verbal commands, orders, or ultimatums given to canines to deploy them as a use of force against inmates;
 - g. Disciplinary hearings conducted;
 - h. Pre-hearing detentions;
 - i. On the spot adjudications;
 - j. Closed custody unit (e.g., SDU or MCU) admissions by reason (e.g., suicide watch, pre-hearing detention, disciplinary detention, intake holding, administrative segregation, other);

- k. Cell extractions;
- l. Detail regarding offender medical referrals as a result of injuries sustained including: inmate/inmate assaults, use of force incidents;
- m. Medical referrals as a result of injuries sustained by corrections staff in use of force incidents or as a result of inmate assaults;
- n. Differentiate between grievances received and numbers substantiated by category; and
- o. Strip searches conducted on (a) non-indictable inmates upon entry into the jail and (b) inmates within the jail for reasonable suspicion purposes other than (i) upon placement in SDU, MCU, suicide watch or protective custody, or (ii) after their return to PCJ from an outside location (court, work detail, etc.) unless suspicionless searches become permissible pursuant to New Jersey statute.

Defendants will compile this information each month and the Warden or Deputy Warden (or in their absence, a single designated Captain) will review this data monthly.

- 10. Logs: Until the appropriate software system has been implemented as described above, Defendants will generate the following five (5) separate logs (not one log containing all of the information): (1) restraint chair usage, (2) use of force, (3) cell extractions, (4) verbal commands, orders, or ultimatums given to canines to deploy them as a use of force against inmates and/or incidents involving canine deployment or bites, and (5) strip searches conducted on (a) non-indictable inmates upon entry into the jail and (b) inmates within the jail for reasonable suspicion purposes, other than (i) upon placement in SDU, MCU, suicide watch or protective custody, or (ii) after their return to PCJ from an outside location (court, work detail, etc.) unless suspicionless searches become permissible pursuant to New Jersey statute.

B. Population Management

- 1. Safety and Security Criteria for Housing Areas
 - a. Triple bunks may only be utilized, when necessary, when in conformance with the other applicable safety and security criteria subsections under section (B)(1).
 - (1) Triple bunks may only be utilized where the top of the top bunk mattress is no less than four (4) feet from a soffit or ceiling.

- (2) The Medical Director will establish a policy regarding accommodating inmates with disabilities who would have difficulty mounting or dismounting an upper or triple bunk. The Medical Department shall notify custody staff of any inmate who should be offered a bottom bunk. However, an inmate offered this accommodation shall have the right to waive the assignment.
- (3) The aisle width between triple bunks at the time of the execution of this MOU will not be reduced.
- (4) Defendants shall install ladders at the foot of every triple bunk.

b. Dorms

- (1) Beds shall not interfere with visibility into the dorms, and shall only be located along or perpendicular to a perimeter wall. The single exception to this provision is in the Jail Annex (also known as the Grand Street Annex, also known as the Grand Street Female area).
- (2) Corrections staff must be able to see inmates on all bunks from the officer viewing area. The single exception to this provision is the Jail Annex (also known as the Grand Street Annex, also known as the Grand Street Female area), where corrections staff must enter the unit and conduct security rounds on the upper and lower levels no less than every thirty (30) minutes. Should this area be used to house inmates other than those classified as minimum security, such rounds must be conducted no less than every fifteen (15) minutes.
- (3) Beds shall not be closer than eighteen (18) feet to a toilet and/or urinal, except in the following five (5) units, where beds shall not be closer than twelve (12) feet to a toilet and/or urinal: 2-T-4, 3-D-10, 3-D-11, 3 Main, and 1-2. Defendants will install permanent privacy screens in front of the toilet/urinal areas in these five units.
- (4) Inmates must have sufficient space to eat at a table.
- (5) Where triple bunks are not permitted in dorms, they will be removed or replaced by double or single bunks.
- (6) Excess bunks shall be removed so as to create more usable square footage/day space.

c. Triple Celling

- (1) Triple celling will be permitted only where (a) the cells house minimum security inmates who have been cleared as compatible by the classification officer, (b) beds in minimum security dorms are not available, and (c) the inmates have continuous access to a dayroom (and/or work areas in the case of trustees) between 7:45 am and 10:30 pm, excluding during counts.

d. Barriers to visibility (e.g., laundry/sheets hanging off of bunks, impeding visibility into the unit) shall not be permitted in any units.

2. Population Management Study: Beginning thirty (30) days after the Court's final approval of the Settlement Agreement, if the average monthly population of the facility exceeds one-thousand and twenty-two (1022) inmates for four (4) or more months out of every six (6) month period (on a rolling basis), Defendants will hire a consultant to perform a population management study and issue recommendations, at a cost not to exceed \$65,000.00. In consultation with the Monitor, Defendants will implement the reasonable recommendations of the population management consultant.
3. NIC Classification Validation Study: Defendants will undertake a preliminary classification validation review performed by the National Institute of Corrections ("NIC") at no cost. Defendants will make a good faith effort to implement the reasonable recommendations of the NIC review, after discussion with the Monitor, in his or her consultative role. In the event that the Monitor is not in place when PCJ receives the review's recommendations, PCJ will review such with the Monitor within six (6) months of his/her appointment.
4. Inmates from Other Jurisdictions: Defendants will not accept inmates from other jurisdictions except on one-to-one trade, or where necessary for the inmates' safety and security. Any such arrangement (where inmates are accepted for their safety and security) will last no longer than necessary to ensure the inmates' safety and security. Even under such circumstances, Defendants will abide by the provisions of this MOU.
5. Plaintiffs will refrain from seeking court relief regarding subsection II B should PCJ, during the implementation and construction of Phase II (as defined in the Environmental MOU), temporarily relocate inmates to cells and dorms so as to exceed the limitations otherwise set forth herein. In the event that any such relocation exceeds the limitations otherwise set forth herein, PCJ shall give notice to Plaintiffs and the Monitor within forty-eight(48) hours of any said relocation regarding the number of inmates relocated, the location, and anticipated duration.

C. Closed Custody Units

1. Ombudsman, Nurse, and Social Worker Rounds

- a. The medical staff will log their visits to closed custody units (e.g., SDU or MCU) in the logbooks specific to each closed custody unit.
- b. A mental health staff member will visit all closed custody units five (5) days per week. When an inmate is housed in a closed custody unit on suicide watch, a mental health staff member will visit the unit seven (7) days per week. The mental health staff member will log his or her visits to the unit in the logbook specific to that unit.
- c. An ombudsman will visit all closed custody units five (5) days per week. The ombudsman will log his visits to the closed custody unit in the logbook specific to that unit.

2. Recreation: Inmates temporarily released from SDU between concurrent sentences (for 24 hours after serving 30 days) will be afforded at least one hour of outside recreation before being placed back in the closed custody units.

3. 30-day Limit: Defendants will follow PCJ's policy with respect to maximum time allowed in SDU. See 2:5.5.11 ("No inmate will be confined in disciplinary detention continuously for more than 30 days without the approval of the Warden"); 17.2(b) ("Inmates found guilty of multiple disciplinary charges may receive up to 15 days Disciplinary Detention for each charge provided that the total time to be served does not exceed 30 days.").

4. Double-Celling: Inmates will not be double-celled in SDU unless the classification officer and a social worker evaluate the history of the inmates that Defendants propose to double-cell in SDU and both determine that those inmates do not pose a risk of physical harm to each other.

D. Inmate Management

1. CCTV Coverage: Defendants will install CCTV to cover all dorms, day rooms, and closed custody units, and the recreation, gym, entrance, and booking areas. These cameras will cover most areas other than toilet/showering facilities. All CCTV coverage will be fully operational by no later than thirty (30) days of the Court's final approval of the Settlement Agreement.

2. Sexual Assault Prevention:

- a. Within thirty (30) days of the Court's final approval of the Settlement Agreement, PCJ will develop and commence implementation of policies, procedures and practices to safeguard inmates from sexual assault while in custody, consistent with generally accepted correctional practice and applicable state law. These policies, procedures and practices will be implemented within one-hundred eighty (180) days of the Court's final approval of the Settlement Agreement. These policies, procedures and practices shall include, but not be limited to, the following:
- (1) A commitment to a zero tolerance position regarding inmate/inmate sexual assault and staff/inmate sexual assault and misconduct;
 - (2) Appropriate screening of new employees to assure no history of behaviors related to sexual assault or misconduct;
 - (3) Training of new employees;
 - (4) In-service re-training of all employees;
 - (5) Orientation of contract staff and obtaining all contractors' commitment to abide by PCJ's policies and procedures relating to sexual safety;
 - (6) Orientation of all arriving inmates (as well as those in custody at the time the policy is adopted) regarding their right to be safe and how to report allegations of sexual assault and/or misconduct;
 - (7) Preliminary screening during the classification process of all incoming arrestees to assess them as potential victims or predators;
 - (8) Housing assignments consistent with findings of screenings;
 - (9) Mandatory reporting by employees of any suspicions of sexual assault and/or misconduct;
 - (10) Prompt investigation of all allegations of sexual assault and/or misconduct;
 - (11) Referral of inmate victims to medical and mental health services;

- (12) Removal of staff under investigation for sexual assault and/or misconduct from inmate contact;
 - (13) Referral for prosecution as indicated by the reports;
 - (14) Disciplinary action for staff found to have violated facility rules regarding sexual conduct;
 - (15) Data collection and analysis of records;
 - (16) Periodic assessment of the physical plant to reduce opportunities for assaults.
- b. Within sixty (60) days of the publication of the final regulations published pursuant to the federal Prison Rape Elimination Act ("PREA"), the Monitor will make recommendations regarding the actions that PCJ must take to comply with those regulations which are legally binding on PCJ and will provide such in writing to the parties. The Monitor will then monitor the facility's compliance with such recommendations until the New Jersey Department of Corrections ("DOC") adopts state regulations regarding the implementation of the federal PREA regulations. On the date such DOC regulations are adopted, the Monitor will cease monitoring her recommendations and begin monitoring the jail's compliance with the DOC regulations.

E. Grievance System

1. Grievance Form Copies: Each grievance form will consist of three colors of carbon paper and contain a unique identification number. The inmate will submit one colored form to the ombudsman or other PCJ staff and will retain the other color copy for his or her records. The ombudsman or other PCJ staff member will sign the inmate's copy upon receipt.
2. Grievance Form Availability: In addition to grievance forms already supplied by PCJ staff, grievance forms will be available from at least the following individuals during their rounds to the units: ombudsman, social worker, nurse, and chaplain.
3. Confidential Grievance Policy: Defendants will make locked grievance boxes available at the chapel, library and recreational/gym areas for inmates to submit confidential grievances.
4. Grievance Referrals: In the event that a grievance alleges verbal abuse or physical abuse that did not result in the need for medical treatment, it will be referred to the tour commander for investigation. In the event that a

grievance alleges physical abuse that resulted in an inmate losing consciousness, receiving sutures, having a positive x-ray, and/or being transported to a hospital for evaluation or treatment (other than for an x-ray), it will be referred to SID.

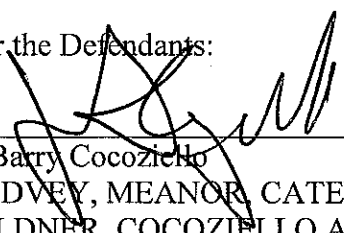
5. Grievance Timing: Defendants will respond to grievances relating to health and safety within three (3) business days of receipt of the grievance form and all other grievances within seven (7) business days. Such time periods will be measured by the date corrections staff signs for the receipt of the grievance form.

F. Additional Issues

1. Headphones: On a pilot basis, Defendants will install RF equipment or similar technology on televisions within portions of the facility so that the sound may only be heard through wireless headphones. Inmates will be permitted to purchase these headphones from the commissary at a reasonable price (i.e., the purchase price will be in line with other facilities in New Jersey or surrounding states). Indigent inmates will be supplied headphones without charge, but will have their account debited for the price of the headphones if/when they do acquire funds. Defendants will consult with the Monitor to determine whether this program may be implemented on all televisions throughout the facility on a permanent basis.
2. Inmate Written Statements: Inmates will be permitted to compose their own witness statements for SID investigations on separate pieces of paper.
3. Shakedowns: Whenever reasonably feasible, the highest ranking available officer under the on-duty tour commander will be present at all shakedowns and shakedowns will be video-recorded with a handheld or other form of video camera. Once CCTV has been completely installed pursuant to this agreement, shakedowns need not be video-recorded, provided that they are captured via CCTV.
4. Document and Video Retention: All documents as specified herein, (including but not limited to use of force forms, documents related to SID reviews of use of force, logs, NJ Significant Incident Summary Reports) must be maintained for two (2) years. Media (including tapes, videos, CDs DVDs) that are relevant to Internal Affairs/SID investigations will be maintained for two (2) years.
5. Access to Law Materials: All inmates shall have the right to access the materials and research capabilities of the law library or, where denied access, the right to receive assistance and materials from assigned persons trained in the law. Defendants will designate at least two (2) computers in the law library through which inmates can obtain full access to their

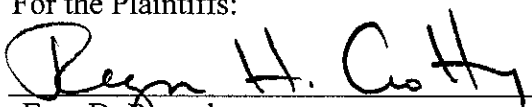
case files and in addition will ensure that seven (7) computers in the law library allow access to electronic legal databases. Defendants will provide a rule book, lawyers' diary, and a Lexis User's Guide. Defendants will comply with N.J.A.C. 10A:31-15.3. Legal research and legal papers are confidential documents and shall not be copied, saved, or destroyed by PCJ staff.

For the Defendants:

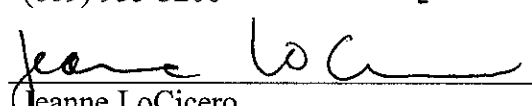


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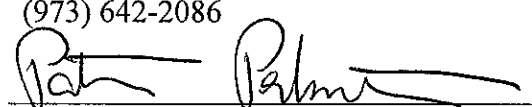
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Exhibit D

MEMORANDUM OF UNDERSTANDING
CONCERNING MEDICAL ISSUES
AT THE PASSAIC COUNTY JAIL

Whereas, the County of Passaic, the Passaic County Board of Chosen Freeholders, and the Passaic County Sheriff's Department (collectively "Defendants") are parties to the action captioned Colon, et al. v. Passaic County, et al., Case No. 2:08-cv-04439, which is pending in the United States District Court for the District of New Jersey (the "Action"), and the Plaintiff class of inmates who are now or will become incarcerated at the Passaic County Jail during the pendency of the Action are also parties to the Action ("Plaintiffs") (Defendants and Plaintiffs, collectively the "Parties"); and

Whereas, Plaintiffs contend that Defendants (1) do not provide or perform the services and functions addressed in this Memorandum of Understanding ("MOU"); (2) do not comply with the referenced standards; and (3) have not provided information or documentation evidencing their performance of the services and functions addressed herein and evidencing their compliance with the referenced standards; and

Whereas, Defendants contend that they (1) already provide and perform many of the services and functions addressed in this MOU; (2) already comply with many of the standards referenced in this MOU; and (3) have provided information and documents evidencing such performance and compliance to Plaintiffs;

Whereas, Defendants and Plaintiffs are desirous of entering into the MOU as of this 14 day of July, 2011.

I. Purpose

The purpose this MOU is to set forth in writing the interim understanding of the Parties with respect to certain issues related to the provision of medical care at the Passaic County Jail ("PCJ" or the "facility"). This MOU is not binding on the Parties unless and until a comprehensive agreement is reached by the Parties and merged into a final comprehensive Settlement Agreement signed by the Parties and approved by the Court. This MOU is entered into for settlement purpose only pursuant to Fed. R. Evid. 408 and shall not be either deemed admissible on behalf of the Parties, nor construed as an admission of liability by the Parties. Further, this MOU, any actions to carry out the MOU, and/or any negotiations or court proceedings relating to this MOU shall only be admissible in proceedings related to the enforcement of any Settlement Agreement in this Action.

II. Policies

To the extent consistent with applicable state and federal statutes and regulations governing the facility's operations, Defendants will adopt and implement any and all new policies and/or amend any existing policies to conform to the areas of substantive agreement below, notwithstanding whether specific reference is made below to the revision or adoption of specific policies.

III. Areas of Substantive Agreement

A. Administration of the Medical Program

A licensed physician will serve as the full-time Medical Director at PCJ. The Medical Director will be responsible for the administration of PCJ's health services and will be responsible for all clinical and administrative aspects of the medical program, including, but not limited to, the following:

1. The Medical Director will be responsible for annually reviewing and approving the Policy and Procedure Manual as it applies to medical issues and will oversee the development of operational policies and procedures necessary to implement the measures described in the subsections below.
2. The Medical Director will be responsible for the quality assurance program and lead meetings of the Medical Department absent an emergent conflict.
3. The Medical Director will oversee the credentialing of all clinical staff and assure that credentialing files are maintained which include up-to-date licenses, certifications, reference checks, reports of all malpractice actions or any limitations (temporary or permanent) of privileges at any institution.
4. The Medical Director will oversee the administration of the pharmacy.
5. The Medical Director will supervise the nurse practitioners ("NP"), physician assistants ("PA") and the Nursing Supervisor.
6. In addition to the Medical Director, PCJ shall provide a minimum of two full time NPs and/or PAs provided, as set forth in Section III(P)(4), *infra*, that the staffing levels are sufficient to comply with the terms of the medical MOU. The medical director and the NP/PA positions shall be back filled to provide coverage for vacation and sick time extending beyond four consecutive days.
7. The Medical Director will establish a policy delineating the manner in which medical records will be organized and maintained, including, but not limited to, the measures described in § II.B, *infra*.
8. The Medical Director will establish a policy defining the categories of patients who must be personally evaluated on site by a physician ("MD")/NP/PA if discharged from the hospital on holidays or weekends or if housed in the infirmary on holidays or weekends.
9. The Medical Director will establish a policy regarding heat-related illness which shall create a process for indicating which inmates cannot be housed in areas of the jail where mechanical ventilation is lacking, from June to August, until the completion of Phase II.

10. The Medical Director will establish a policy regarding accommodating inmates with disabilities who would have difficulty mounting or dismounting an upper or triple bunk. The Medical Department shall notify corrections staff after reception screening of any inmate who should be offered a bottom bunk. However, an inmate offered this accommodation shall have the right to waive the assignment.

B. Medical Records

1. A unique medical record identifier will be established for each inmate.
2. Medical staff will document all clinical encounters with an inmate in the inmate's medical records.
3. Only medical staff will have access to an inmate's medical records. PCJ administration may have access to those portions of the medical records necessary to make a decision concerning the inmate, such as job placement or discipline.
4. The Medical Director will define the sections of the medical records that must be maintained, and the medical records staff will maintain the records.
5. Medical records staff will locate and integrate the medical records from an inmate's prior incarceration at PCJ into the inmate's current medical records by the business day following the inmate's admission to PCJ.
6. A problem list will be maintained that specifies the patient's medical problems and the status (active/inactive) of each. It will also include a list of all medical allergy information.
7. The Medical Director will supervise the development of a strategic plan for the adoption of an electronic medical records maintenance system and the implementation of same within thirty (30) days of the date of the Court's final approval of the Settlement Agreement. Written medical records of discharged inmates will be scanned into the electronic medical record upon their reincarceration at PCJ.
8. The Medical Director will supervise quality monitoring of the Medical Record.

C. Confidentiality of Medical Treatment

Inmates will receive medical attention and treatment confidentially, including, but not limited to, receiving treatment outside of the hearing range of PCJ corrections and/or administrative staff unless security considerations pertaining to specific inmates require other accommodations.

D. Receiving Intake Screening

1. Intake screening will take place in a medical environment, with adequate equipment, lighting, and visual and aural privacy, to protect clinical confidentiality while accommodating security considerations.
2. The nurse conducting the intake screening will refer patients with an urgent or emergent acute and/or chronic diseases, as defined in § III.K(1) , *infra*, to a MD/NP/PA or to the emergency room.
3. Standing orders will not be used for the treatment of chronic diseases, exacerbations of chronic diseases or alcohol and/or drug withdrawal syndrome. Patients with chronic diseases or alcohol and/or drug withdrawal syndrome will be medically evaluated in person by an advanced practice clinician (MD/NP/PA) within 24 hours of admission or, if necessary, referred to the Emergency Room. PCJ may use nursing protocols for the treatment of these patients subject to the approval of the on-call advanced practice clinician.

E. Receiving Medical Examination

1. Patients identified with chronic diseases during the intake medical examination will be referred to the Chronic Disease Clinic within PCJ (see § II.K, *infra*).
2. Laboratory testing for all of the patient's chronic diseases will be performed at the time of the intake examination according to the Chronic Disease protocols for each disease.
3. Patients will be evaluated for alcohol and drug withdrawal during the Receiving Medical Examination (see § II.F, *infra*).
4. Patients will be screened for sexually transmitted diseases (chlamydia, gonorrhea, as well as RPR) and will be offered voluntary HIV testing.

F. Treatment of Alcohol and Drug Withdrawal Syndromes

Inmates with a history of alcohol and/or substance abuse will be evaluated at initial intake screening using standard instruments such as the Revised Clinical Institute Withdrawal Assessment for Alcohol (CIWA-Ar) scale for assessment of withdrawal status. The Medical Director will develop and implement protocols for the management of alcohol and opiate withdrawal consistent with the recommendations of the American Academy of Addiction Medicine and the American Academy of Family Practice. Those protocols shall include providing specialized care and monitoring for pregnant inmates going through withdrawal and, where medically indicated, the provision for methadone/buprenorphine maintenance.

G. Pharmacy

1. The Medical Director will supervise the establishment of pharmacy quality indicators.
2. A list of all current medications will be prominently maintained in the medical record, and information regarding past medications prescribed by PCJ or by inmate self-report will be maintained.
3. Pain medication, including narcotic medications, will be continuously available on-site. Narcotic pain medications which have been prescribed for treatment of chronic pain, acute pain, and post-operative pain will not be discontinued absent direct evaluation by a PCJ MD/NP/PA and a finding based on reasonable medical judgment that the prescribed narcotic medication is no longer medically indicated. All practitioners licensed to prescribe narcotic pain medications will be credentialed to prescribe these medications at PCJ.
4. The Medical Director will monitor pharmacy quality indicators on a quarterly basis, including, but not limited to, medication errors, delays in provision of chronic medications, delays in renewal of chronic medication, and adverse drug reactions through monthly reports to the Quality Assurance Committee (see § III.P),

H. Co-payments

Co-payments will not be required for: prescriptions for chronic disease (including psychotropic medication); chronic disease appointments (including mental health as well as complications from chronic disease); and for injuries resulting from inmate assaults.

I. Sick Call

1. Sick call slips will be dated and timed by nursing staff.
2. All sick call slips will be retained and filed chronologically in the inmate's medical records. All sick call evaluations will be charted in the medical record, and will be dated, timed and signed.
3. The Medical Director will develop and implement protocols for common medical problems which can be treated by medical/nursing staff. These protocols will not include the prescribing of medications without an order from a MD/NP/PA.
4. All patients requiring clinical evaluation by an MD/NP/PA will be seen within fifty-six hours of submission of the original request.
5. The Medical Director will develop quality indicators to assure compliance with this process.

J. Emergency Medical Care

1. Upon an inmate's request for emergency medical care, correctional staff will contact the medical staff. If required based upon established medical and correctional protocols, emergencies will be treated at the site of the emergency or inmate's location.
2. If no advanced practice clinician is present and the on-site medical department staff confirms the need for emergency care, the on-call advanced practice clinician will be contacted. Pending a telephone response, the nursing staff will make an initial judgment as to whether the inmate needs immediate transfer to the hospital, and PCJ shall arrange for immediate transport where needed. When the nursing staff needs clinical guidance, if there is no telephone response within thirty minutes, or no on-site evaluation within one hour, the inmate will be sent to the local emergency room.
3. Upon returning to PCJ after hospital discharge or an emergency room visit, the discharged inmate will be seen by a RN prior to the inmate's return to general population. The MD/NP/PA shall evaluate the inmate within twenty four hours of the inmate's return from the hospital to assess the inmate and implement discharge instructions for medication and treatment except under the following circumstance. If the discharge occurs over a weekend or holiday and the inmate does not clinically fall within the category of patients requiring daily MD/NP/PA visit (per § II.A(7), *supra*), a RN will assess the patient daily and determine if it is necessary for the on-call advanced practice clinician to personally evaluate the patient. Prescription medications ordered by emergency room physicians, including pain medication, will be continued without interruption, pending evaluation by PCJ MD/NP/PA staff.

K. Chronic Care

1. All inmates identified at intake or during their incarceration at PCJ with a chronic disease will be evaluated by an MD/NP/PA by the next business day after intake and/or diagnosis. For purposes of this agreement, a chronic disease is defined, in accordance with Section J-G-01 of the NCCHC "Standards for Health Services in Jails," as an illness or condition that affects an individual's well-being for an extended interval, usually at least 6 months, and generally is not curable but can be managed to provide optimum functioning, within any limitations the condition imposes on the individual, including, but not limited to the following: asthma, diabetes, high blood cholesterol, HIV, hypertension, seizure disorder, and tuberculosis.
2. Patients with chronic illnesses who were prescribed medications for these conditions prior to their PCJ admission will continue to receive those medications until they are clinically evaluated by the MD/NP/PA. Clinical reasons for changing pre-admission treatment plans, including medications, will be documented in the medical record.
3. An MD/NP/PA will prescribe medications to treat chronic diseases.

4. The Medical Director shall establish a Chronic Disease Clinic (CDC) at PCJ to treat and follow all inmates in need of care for their chronic diseases on a designated day or days each week.
5. An electronic data base of all inmates with chronic diseases will be maintained. The data base will include the inmate's name, PCJ unique identifier, date of birth, date of admission to PCJ, date of last CDC visit, and date of next CDC visit.
6. The Medical Director will establish protocols for the management of each of the identified chronic diseases as part of the institution's Policy and Procedure Manual, including, but not limited to, the provisions outlined herein. The Medical Director will review these protocols at least annually and update them as necessary.
7. Patients with chronic diseases will receive baseline laboratory and other diagnostic testing as set forth in the chronic disease protocols. The intervals of subsequent testing will conform with clinical guidelines and take into account the patient's condition.
8. All inmates with chronic diseases will be seen by the MD/NP/PA at least once every 30, 60, or 90 days based on the nature and acuity of the disease.
9. Inmates will be informed of the results of all diagnostic testing and the recommendations of consultants when these are available at the facility. Mechanisms for confidential reporting of normal and abnormal results will be established to assure that this information is promptly transmitted.
10. Inmates who refuse to come to a chronic care visit shall go to the infirmary to refuse directly to the MD/NP/PA.
11. The Medical Director will develop and measure quality indicators to assure that patients are seen on a regular basis as set forth in § III.K(8), *supra*, that their care is consistent with guidelines, and that there are no delays in medication administration.
12. Inmates suffering from a chronic disease who have been treated at the PCJ chronic disease clinic will receive a minimum of a one week supply of their medication (with the exception of Schedule II narcotics) upon discharge from PCJ without charge and, if less than a two week supply of medication is provided, a prescription for one additional week, pursuant to the procedures below.
13. PCJ shall make the medication and discharge instructions available to the inmate at the time of discharge from PCJ or when the inmate retrieves any personal property from PCJ. If an inmate is discharged and/or retrieves personal belongings during a shift where a staff member with prescribing authority is unavailable, PCJ shall make the prescription available to the

inmate for pick up at PCJ on the following business day after 1:00 p.m. and for 3 days thereafter.

L. Specialty Care

1. The medical department will ensure that inmates have timely access (see below) to qualified medical specialists including, but not limited to, the following specialties: cardiology, nephrology, rheumatology, dermatology, pulmonary, endocrinology, hematology, oncology, general surgery, orthopedic surgery, ophthalmology, optometry, podiatry, obstetrics, gynecology, neurology, radiology, physiatry (including physical therapy and occupational therapy), radiology, and radiation therapy. Utilization review of consultation requests will be consistent with national standards. The reasons for consultation denial will be recorded in the medical record and, if indicated, alternative treatment plans will be recommended.
2. Non-emergency specialty care will be available within two weeks for urgent matters. With respect to routine matters, an appointment for specialty care will be requested no more than three days after the determination that specialty care is needed and shall be secured within 60 days of the request. Pending the consultation, the MD/NP/PA will follow the patient on a semimonthly basis to monitor the patient's condition. If, in the interim, the need for specialty care become urgent prior to any appointment, PCJ will either expedite the appointment so that the inmate is evaluated by the specialist within 14 days, or transport the inmate for emergency care.
3. PCJ shall offer mammographies and colonoscopies in accordance with USPHS guidelines based on age and gender to those inmates who are at PCJ for one year or more at a time.
4. An electronic database of all patients referred to specialty clinics and off-site testing/imaging will be maintained. The database will include the patient's name, PCJ unique identifier, DOB, Specialty Clinic Name (e.g., Orthopedics, Ophthalmology, or CT Scan, etc.), reason for referral, date of referral, type of referral (urgent, routine), date of the scheduled referral, and a field detailing any follow-up requested by the specialist. The database will be reviewed weekly in order to identify which consultations have taken place, which still need to be scheduled, and those which are overdue. All consultations which are cancelled will be documented and tracked in a separate database. This database will identify the reason for cancellation: i.e., security failure to transport (staff shortage, vehicle failure), patient refusal, clinician cancellation, transportation unavailable due to weather.
5. Inmates will be informed of the results of all diagnostic testing and the recommendations of consultants when these are available at the facility.

6. Inmates who refuse a specialty consultation shall go to the infirmary to refuse directly to the MD/NP/PA

M. Infection Control

The Medical Director will assign responsibilities regarding infection control, including management of tuberculosis screening, liaising with outside health agencies, reporting infectious diseases (including MRSA), to an RN who will report monthly to the Medical Director and the Quality Assurance Committee (see § III.P, *infra*).

N. Care of Inmates in Segregation

1. All inmates in segregation status (protective, punitive, and administrative) will be seen each business day by a MD /NP/PA. RNs will conduct weekend and holiday rounds to ask segregated inmates if they have any medical needs.
2. All inmates in segregation status who request medical care will be seen in the clinical area.
3. Examination of inmates in segregation will not take place within the segregation area unless a medical examination room is designated in that location and is appropriately equipped.

O. Infirmary and Medical Annex Care.

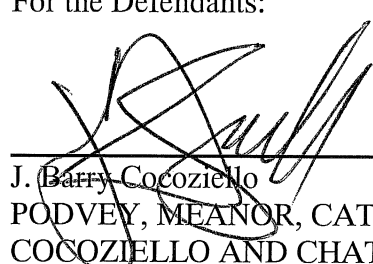
1. The medical department will maintain an inpatient infirmary medical record system for inmates housed in the infirmary.
2. Vital signs will be ordered at least daily, and more often per MD/NP/PA. Vital sign graphic sheets will be maintained.
3. Inmates housed in the infirmary will be seen by a MD/NP/PA every business day and on weekends and holidays if the inmates fall within the category of patients who by written policy (per § III.A(7), *supra*) must be evaluated on a daily basis. Infirmary inmates will be seen daily by a RN and if necessary, the RN will page the on-call advanced practice clinician to personally evaluate the patient.
4. PCJ shall provide that the medical annex will be sanitary, air-conditioned, and universally accessible for housing inmates discharged from the infirmary whose medical condition is such that they are unable to return to general populations (e.g. needs support in ADL's – activities of daily living).
5. The Medical Director will develop policies governing the operation of the medical annex necessary to insure the health and well being to the inmates residing there. Daily RN nursing rounds will be held and documented in the patient's medical record.

6. PCJ shall, upon the implementation of the electronic medical record system, track inmates referred to medical following a use of force incident.

P. Quality Assurance

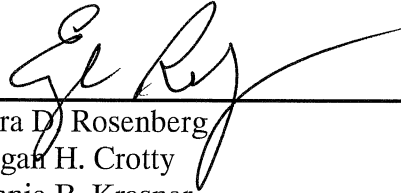
1. The Medical Director will develop and implement a quality assurance plan and establish a Quality Assurance Committee. The goal of the quality assurance plan is to achieve changes in practice that can improve patient outcome. This is achieved through regular data collection, viewing problems as opportunities to design meaningful solutions, and using data to reinforce learning and improving staff.
2. The internal quality review plan will include the monitoring of designated quality indicators through the collection of data and preparation of reports which will be reviewed by the Quality Assurance Committee on a monthly basis. The internal quality review plan will also require the reporting of unusual incidents and sentinel events, such as deaths, unexpected hospitalizations, suicide attempts, medication errors, infectious disease outbreaks, etc.
3. Within twelve months of the date of the Court's final approval of the Settlement Agreement PCJ shall undertake pre-accreditation review and shall thereafter take the steps recommended to obtain accreditation from the National Commission on Correctional Health Care Standards for Health.
4. If in monitoring compliance with the terms of this MOU, the Monitor or consultant to the Monitor determines that PCJ is noncompliant and that inadequacies in staffing have significantly contributed to the noncompliance, PCJ shall make adjustments as needed to its staffing levels in consultation with the Monitor and/or consultant to the Monitor.

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Document No. 292867

Exhibit E

MEMORANDUM OF UNDERSTANDING
CONCERNING MENTAL HEALTH SERVICES
AT THE PASSAIC COUNTY JAIL

Whereas, the County of Passaic, the Passaic County Board of Chosen Freeholders, and the Passaic County Sheriff's Department (collectively "Defendants") are parties to the action captioned Colon, et al. v. Passaic County, et al., Case No. 2:08-cv-04439, which is pending in the United States District Court for the District of New Jersey (the "Action"), and the Plaintiff class of inmates who are now or will become incarcerated at the Passaic County Jail during the pendency of the Action are also parties to the Action ("Plaintiffs") (Defendants and Plaintiffs, collectively the "Parties"); and

Whereas, Plaintiffs contend that Defendants (1) do not provide or perform the services and functions addressed in this Memorandum of Understanding ("MOU"); (2) do not comply with the referenced standards; and (3) have not provided information or documentation evidencing their performance of the services and functions addressed herein and evidencing their compliance with the referenced standards; and

Whereas, Defendants contend that they (1) already provide and perform many of the services and functions addressed in this MOU; (2) already comply with many of the standards referenced in this MOU; and (3) have provided information and documents evidencing such performance and compliance to Plaintiffs;

Whereas, Defendants and Plaintiffs are desirous of entering into the MOU as of this 14th day of July, 2011.

I. Purpose

The purpose this MOU is to set forth in writing the interim understanding of the Parties with respect to certain issues related to the provision of mental health services at the Passaic County Jail ("PCJ" or the "facility"). This MOU is not binding on the Parties unless and until a comprehensive agreement is reached by the Parties and merged into a final comprehensive Settlement Agreement signed by the Parties and approved by the Court. This MOU is entered into for settlement purpose only pursuant to Fed. R. Evid. 408 and shall not be either deemed admissible on behalf of the Parties, nor construed as an admission of liability by the Parties. Further, this MOU, any actions to carry out the MOU, and/or any negotiations or court proceedings relating to this MOU shall only be admissible in proceedings related to the enforcement of any Settlement Agreement in this Action.

II. Policies

To the extent consistent with applicable state and federal statutes and regulations governing the facility's operations, Defendants will adopt and implement any and all new policies and/or amend any existing policies to conform to the areas of substantive agreement below, notwithstanding whether specific reference is made below to the revision or adoption of specific policies.

III. Areas of Substantive Agreement

A. Overview

PCJ, including for purposes of this agreement, its medical, mental health, corrections and administrative staff, shall offer a continuum of mental health services in order to ensure that all inmates shall have access to mental health services, including reception screening, and if required, psychiatric evaluation and treatment, hospital care, monitoring of medication, suicide prevention, psychological services and discharge planning. PCJ shall develop operational policies and procedures necessary to implement the measures described below.

B. Intake and Referral

1. PCJ shall modify its intake form to incorporate a valid screening instrument agreed to between the parties designed to identify those inmates who have a propensity for suicide, to measure suicide risk and to identify inmates in need of referral for mental health services.
2. For initial medical screenings at reception and referrals to mental health post-reception, written criteria agreed to between the parties shall be adopted to guide the screening staff (*i.e.*, nurse practitioner) in his/her decision to refer inmates for mental health treatment.
3. Inmates referred to mental health shall have access to confidential treatment and shall receive treatment outside of the hearing range of PCJ corrections and administrative staff (except as per circumstances described in PCJ policy 2:4.3 or as necessary to implement the procedures set forth in PCJ policy 2:5.2.2). PCJ agrees to install a door with a shatterproof glass panel on one treatment room to be used for mental health treatment and agrees that such door will be closed during confidential treatment sessions. If the mental health clinician has reasonable and specific concerns about their security vis-a-vis a particular inmate or inmates or upon inmate request, the mental health clinician may leave the door ajar. PCJ shall keep a log to record instances when and why confidential treatment is not provided based on security concerns.
4. PCJ shall inform all inmates and staff of its mental health confidentiality policy.
5. PCJ shall post signs in the visiting areas regarding the process for contacting PCJ with concerns about the safety or health of specific inmates via a dedicated 24-hour phone number with operators available for Spanish speaking callers. PCJ shall update its website and telephone prompts to include this information with the telephone number.

C. Treatment and Informed Consent

1. Any inmate receiving psychotropic medication shall have a comprehensive initial psychiatric evaluation as soon as possible but no later than within seven days of receiving the medication. The evaluation shall include documentation and /or information regarding current symptoms, history of illness, family history and past treatment based upon inmate report. PCJ shall use its reasonable best efforts to obtain past treatment records in accordance with PCJ policy 2:4.3.
2. Before an inmate is prescribed medication, PCJ shall obtain the inmate's "informed consent" by disclosing the risks and benefits of the medicine, alternatives available, the consequences of not taking the medicine and all procedures (such as blood tests) used to monitor side effects, and by obtaining the inmate's consent to take the medication. PCJ shall document the informed consent in the inmate's medical record.
3. If an inmate with a serious mental illness is incompetent to consent to treatment, PCJ shall follow the procedures below. For purposes of this agreement, a serious mental illness is a substantial diagnosable psychiatric disorder of thought, mood, affect, memory or orientation, the symptoms of which lead to substantial difficulties in meeting the demands of ordinary life.
 - a. Inmates who, in the opinion of the treating psychiatrist, are incompetent to make treatment decisions regarding psychotropic medications but assent to taking psychotropic medication may be given medications for no more than five business days without court authorization. If the medication renders the inmate competent to consent to treatment, the medication may be continued after the fifth business day. If the inmate, in the opinion of the psychiatrist, remains incompetent to make treatment decisions regarding necessary psychotropic medications after the fifth business day, PCJ will notify the inmate's criminal defense counsel and the Court that judicial authorization is required for continued medication or will transfer the inmate for hospitalization.
 - b. In the event a seriously mentally ill inmate refuses psychotropic medication and, in the opinion of the treating psychiatrist, is incompetent to make necessary treatment decisions, PCJ will notify the inmate's criminal defense counsel and the Court that judicial authorization is required for the provision of necessary and appropriate medical care relating to psychotropic medications and/or other specific medical conditions or will transfer the inmate for hospitalization.

3. Every mentally ill inmate receiving mental health services shall receive a treatment plan.
 - a. For seriously mentally ill inmates, PCJ will develop an initial treatment plan within seven (7) days of reception to address medication, where indicated, and preliminary planning for the inmate's discharge.
 - b. Within thirty (30) days of reception, the mental health team shall draft an inter-disciplinary treatment plan with input from the inmate, based upon the inmate's diagnostic and evaluative information, behavior and problem list. At a minimum, the treatment plan shall include objectives of treatment, interventions necessary, a time frame for delivery of services and for discharge planning.
4. PCJ shall develop policies for hospitalizing inmates who are an imminent danger to themselves or others.

D. Suicide Prevention

1. Within thirty (30) days of the date of the Court's final approval of the Settlement Agreement, PCJ shall designate one infirmary cell for conducting suicide watches.
2. PCJ agrees to purchase suicide-proof bedding for inmates on suicide watch.
3. Within thirty (30) days of the date of the Court's final approval of the Settlement Agreement, PCJ shall investigate the adoption of an inmate peer support program to improve suicide prevention efforts and shall inform Plaintiffs as to whether it will establish such a program. If PCJ decides to establish an inmate peer support program, it will implement the program within 120 days of the date of the Settlement Agreement.
4. Within thirty (30) days of the date of the Court's final approval of the Settlement Agreement, PCJ shall assess the risk of suicide posed by the beds and physical structure of the SDU cells and, if necessary, retrofit those cells to deter hanging, regardless of whether those cells are used for suicide watch, within sixty (60) days of the Settlement Agreement.
5. If an inmate is on suicide watch, a clinician with the authority to remove or recommend removal of the inmate from watch shall make at least daily rounds to that inmate, including weekends.

6. Upon release from suicide watch, mental health staff shall follow the inmate's progress to enhance a safe transition to the general population per PCJ policy 2:5-2.2.
7. PCJ shall provide annual suicide prevention and detection training to corrections staff.
8. In conjunction with the mental health department, PCJ shall review its suicide watch practices to provide adequate custody supervision and to ensure that watch officers document the inmate's status during each watch interval and shall amend their policies and procedures as necessary.
9. PCJ shall review the adequacy of its 911 first responder practices and shall amend their policies and procedures as necessary, ensure that a cutting tool is available in the cage of each housing unit and conduct a practice drill annually, including corrections staff and medical personnel, for emergency response to suicide and other life-threatening medical emergencies.

E. Restraint Care

1. PCJ's restraint policy will provide that:
 - a. Healthcare personnel will assess vital signs and other pertinent medical status of an inmate immediately upon the inmate's placement in a restraint chair. This will include identifying any limitations based on the inmate's medical condition. Healthcare personnel will re-assess the inmate at least every sixty minutes thereafter;
 - b. An inmate shall be removed from the restraint chair as soon as the inmate is no longer an imminent risk to self or others for which less restrictive alternatives exist (including seclusion) to manage the risk of harm;
 - c. When an inmate is in the restraint chair, the restraint chair will be placed in the reception area or the infirmary in a location where it can be physically observed by PCJ staff or medical staff or is viewed live by PCJ staff via video-recorder;
 - d. The psychiatrist shall evaluate in-person an inmate who, as a result of an on-call discussion, is placed in restraints within two hours of being restrained unless the inmate is transferred to the hospital before that time period or the inmate is released from the restraints. In cases where on-call discussions result in medication changes, mental health staff shall see the inmate on the next business day;

- e. Use of the restraint chair will be reflected on a restraint chair log which will contain the name of the individual(s) who monitored the inmate while in the restraint chair, the time the inmate was initially placed in the chair, and the time removed as well as the signature of the healthcare staff performing the initial and subsequent medical assessments.

F. Record Keeping and Quality Assurance

1. All clinical encounters shall be documented in the inmate's medical record including, but not limited to, AIMS testing, MARS, and the ordering and review of laboratory results. On-call contacts shall be included in the inmate chart as well as an on-call log. On-call notes in the inmate chart shall document the reason for the call, the intervention proposed or ordered, the rationale for the intervention and the follow-up plan.
2. Regardless of the medical record keeping system, PCJ shall collect data to measure the prevalence and acuity of mental illness at PCJ, the services provided through the mental health department, suicide and self-injurious behavior, and disciplinary and use of force incidents involving inmates previously identified as seriously mentally ill. For inmates housed outside of 1-2, PCJ need not collect data concerning on-the-spot offenses.
3. PCJ shall establish an incident-based quality assurance program to systematically review clinical and, when relevant, custody incidents to assess on an ongoing basis the appropriateness of the clinical or corrections staff response to the incidents in question.

G. Staffing

1. PCJ shall provide a minimum of three full-time mental health social workers or psychologists. A psychiatrist shall be on-site a minimum of 40 hours per month and at least twice each week in addition to on-call hours.
2. If in monitoring compliance with the terms of this MOU, the Monitor or consultant to the Monitor determines that PCJ is noncompliant and that inadequacies in staffing have significantly contributed to the noncompliance, PCJ shall make adjustments as needed to its staffing levels in consultation with the Monitor and/or consultant to the Monitor.

H. Special Watch

1. One psychologist or social worker shall be dedicated to and have primary responsibility for special watch inmates (currently housed in 1-2) and inmates on suicide watch, and shall conduct rounds on those units at least once every business day and for inmates on suicide watch on a daily basis.

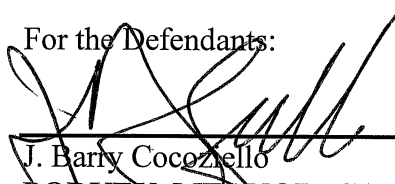
2. PCJ shall offer appropriate and therapeutic activities to the inmates in 1-2 which are designed to reduce boredom and monotony and improve levels of functioning.
3. PCJ shall prohibit the presence or use of canines in 1-2 absent an emergency and approval from the highest ranking officer present at the Jail.
4. Specially trained officers (“special watch officers”) and nursing staff shall be assigned to special watch as their regular housing post and shall be integrated into the treatment team, while respecting the inmates’ need for confidentiality.
5. Special watch officers and SORT officers shall receive annual training in conflict de-escalation and conflict avoidance techniques specific to interactions with inmates with mental illness. Whenever possible, mental health staff shall be consulted before a calculated use of force on a seriously mentally ill inmate.
6. While the parties acknowledge that the population of seriously mentally ill women at PCJ is too small to warrant a separate housing unit with designated staff at this time, the mental health department shall ensure that acutely mentally ill female inmates have access to comparable mental health services as the men.

I. Discharge Planning

1. PCJ shall devise a system for discharge planning for those mentally ill inmates receiving mental health services pursuant to a treatment plan.
 - a. The discharge plan shall anticipate the inmate’s release to the community and shall include, where applicable and appropriate, provisions for diversion, continuity of care, appointment with a community mental health provider, and, for inmates with a serious mental illness who are released to the community, a one week supply of medication currently prescribed to the inmate and either an additional one week supply or a prescription for the same.
 - b. PCJ will offer inmates with serious mental illness assistance with securing benefits if eligible.
 - c. PCJ shall develop a community discharge summary for every inmate who presents with a serious mental illness and seek consent from the patient to release the information to the inmate’s community mental health provider. PCJ shall make the discharge summary available to the inmate.

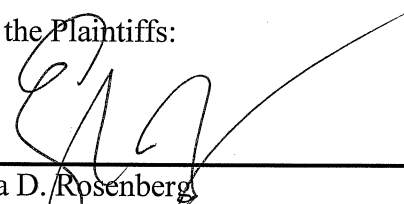
- d. PCJ shall make the supply of medication, prescription, if applicable, and discharge instructions available to the inmate at the time of discharge from PCJ or when the inmate retrieves any personal property from PCJ.
- e. If an inmate is discharged and/or retrieves personal belongings during a shift where a staff member with prescribing authority is unavailable, PCJ shall make the prescription available to the inmate for pick up at PCJ on the following business day after 1:00 p.m. and for 3 days thereafter.

For the Defendants:

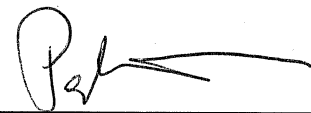
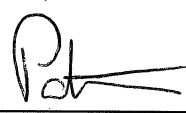


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A handwritten signature in cursive script, appearing to read "Jeanne LoCicero", is written over a horizontal line.

Edward L. Barocas

Jeanne LoCicero

**AMERICAN CIVIL LIBERTIES UNION
OF NEW JERSEY FOUNDATION**

PO Box 32159

Newark, New Jersey 07102

(973) 642-2086

Exhibit F

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

ANGEL COLON, et al.,

Plaintiffs,

V.

PASSAIC COUNTY, et al.,

Defendants.

Civil Case No. 2:08-cv-04439 (DMC)(MF)

CONFIDENTIALITY AND PROTECTIVE ORDER

WHEREAS discovery in the above-captioned civil action will involve the production of certain documents and materials described in Fed. R. Civ. P. 34 and Fed. R. Civ. P. 45, as well as discovery responses, deposition transcripts, legal briefs or other materials containing such information (“Materials”), some of which the parties believe are properly subject to confidential treatment for reasons of, inter alia, privacy, institutional security and perceived risk of retaliation, and

WHEREAS the parties agree to be bound by the terms of this Order and previously agreed to the terms of a prior confidentiality agreement negotiated in March 2009, and have conducted the discovery and production of confidential documents and materials to date based on their agreement and in conformity with the procedures mandated herein, it is hereby

ORDERED this _____ day of February, 2010, pursuant to Federal Rule of Civil Procedure 26 that Defendants' production of inmate medical, mental health and other confidential records as defined below shall be governed by the following procedures:

1. The term “this action” is defined as Angel Colon, et al. v. Passaic County,
et al., Civil Case No.: 2:08-cv-04439 (DMC)(MF).

2. For the purposes of this Order:

- a) "Medical records" mean any written records or documentation of the medical health services, including mental health services, provided to inmates incarcerated at the Passaic County Jail. Medical records also include lists of inmates receiving medical and/or mental health services.
- b) "Mental health records" mean any written records or documentation of the mental health services provided to inmates incarcerated at the Passaic County Jail.
- c) "Inmate records" mean use of force, classification, disciplinary or any other records containing confidential inmate information, other than medical or mental health information.
- d) "Personnel records" mean records relating to Passaic County Sheriff's Department officers which contain personal and/or confidential information, including information relating to corrective actions (including disciplinary charges or sanctions) taken against such officers. "Personnel Records" do not include records that are publicly available under the Open Public Records Act ("OPRA"), N.J.S. 47:1A-1 et seq.
- e) "Security records" mean any record containing information, the disclosure of which, in the evaluation of the Warden or Deputy

Warden of the Passaic County Jail, could undermine the safety and security of the Passaic County Jail. "Security records" do not include records that are publicly available under OPRA.

- f) "Internal Affairs records" mean final reports prepared by Passaic County Sheriff's Department officers responsible for investigating complaints relating to alleged incidents at the Passaic County Jail. "Internal Affairs Records" also means any documents in a "Use of Force" file if the Use of Force event resulted in an Internal Affairs investigation. "Internal Affairs records" do not include records that are publicly available under OPRA.

3. Production of Medical and Mental Health Records

- a) Upon agreement of the parties in response to a discovery request or subpoena, or entry of a Court Order directing the production of specific medical and mental health records, the Passaic County defendants shall produce medical and mental health records of current and former inmates, that might otherwise be subject to confidentiality restrictions, to Plaintiffs' counsel without obtaining the individual consent of Class Members.
- b) All medical records produced shall be deemed Confidential and shall be marked according to the procedures set forth in ¶ 6, *infra*. If any medical records are filed with the Court, they shall be redacted by the offering party to eliminate the name, social

security number, inmate number and other identifying information of the inmate who is the subject of the record.

- c) Class Members may have access to their individual medical records, except as described in subsection (3)(d) below.
- d) Before releasing mental health records to the inmate who is the subject of the record, Plaintiffs' counsel will provide counsel for Warden Myers with written notice in order to give Defendants an opportunity to object to the release of the record to the inmate. If the parties are unable to agree on the release of mental health records to an individual Class Member, Plaintiffs may make a motion for the release of those records. Factual information relating to routine mental health care, treatment and counseling contained in mental health records may, however, be verified by the specific Class Member who is the subject of the record without consent of defendants.

4. Production of Other Confidential Materials. The parties or any nonparty may, in good faith, designate materials disclosed or produced pursuant to a discovery request, subpoena or Court Order or filed by that party or nonparty in the course of this action, as “Confidential” (“Confidential Materials”) based upon the confidentiality designations as set forth below:

- a) **Inmate Records**
- i) The Passaic County defendants may produce Inmate Records of current and former inmates to Plaintiffs'

counsel without obtaining the individual consent of Class Members.

- ii) Such records shall be deemed Confidential. If any inmate records are filed with the Court, they shall be redacted by the offering party to eliminate the name, number and other identifying information of all inmates and non-managerial Passaic County Sheriff employees referred to in the records.
- iii) Unless an Inmate Record is also identified as a Security Record, Class Members may visually review their individual Inmate Record, provided that any identifying information about other inmates is redacted from such Record prior to review.

b) Personnel Records

- i) The Passaic County defendants may produce Personnel Records of current and former Passaic County Sheriff employees to Plaintiffs' counsel without obtaining the individual consent of such employees.
- ii) Personnel Records shall be deemed Confidential.
- iii) If any personnel records are filed with the Court, they shall be redacted by the offering party to eliminate the name, number and other identifying information of any non-

managerial Passaic County Sheriff employees referred to in the record.

c) **Security Records**

- i) Security Records shall be deemed Confidential.
- ii) Only confidential portions of Security Records shall be filed under seal. Any portion of a Security Record not filed under seal shall be redacted by the offering party to eliminate the name, number and identifying information of all inmates and non-managerial Passaic County Sheriff employees referred to in the record.

d) Internal Affairs Records

- i) The Passaic County defendants may produce Internal Affairs Records to Plaintiffs' counsel without obtaining the individual consent of any Passaic County Sheriff employees referred to in such records.
- ii) Internal Affairs Records shall be deemed Confidential.
- iii) Only confidential portions of Internal Affairs Records shall be filed under seal. Any portion of an Internal Affairs Record not filed under seal shall be redacted by the offering party to eliminate the name, number and identifying information of all inmates and non-managerial Passaic County Sheriff employees referred to in the record.

5. Disclosure of Confidential Materials

- viii) current Passaic County health service employees who have provided treatment to class members and, if good cause is shown, former health service employees who have provided treatment to class members;
- ix) any other person as to whom the parties agree in writing (provided, however that such person consent in advance and in writing, to abide by all of the terms of this Confidentiality Order, in the form annexed hereto as Exhibit A);
- x) Counsel of record shall keep on file any and all agreements executed pursuant to this subparagraph, which may be provided to counsel for other parties upon request;
- b) Each person given access to Confidential Materials shall be provided with a copy of this Confidentiality Order and advised that the violation of the Order may constitute contempt of Court.

6. Marking and Identification of Confidential Materials

- a) In the case of Materials, the entirety of which are designated as confidential, the producing party shall place the legend “CONFIDENTIAL” on all pages of such Materials prior to production and by indicating in an accompanying letter that the Materials are subject to the terms of the Confidentiality Order, identifying such Materials by specific reference to bates stamp numbers affixed to the Materials.

- b) In the case of Materials, portions of which are designated as confidential, the producing party shall place the legend “CONFIDENTIAL” on the first page or cover of such Materials and each portion so designated prior to production and by indicating in an accompanying letter that portions of the Materials are subject to the terms of the Confidentiality Order, identifying those portions of the Materials by specific reference to bates stamp numbers affixed to the Materials.
- c) In the case of Inmate Records, portions of which are also Security Records, the producing party shall place the legend “Confidential Security Records” on the first page or cover of such Materials and each portion so designated prior to production and by indicating in an accompanying letter that portions of the Materials are subject to the terms of the Confidentiality Order, identifying those portions of the Materials by specific reference to bates stamp numbers affixed to the Materials.
- d) If the Confidential Materials are of such a sensitive nature that they cannot be transferred via electronic mail, the producing party shall place the legend “Do not transfer via electronic mail” on the first page or cover of such Materials.

7. Inadvertent Disclosure

- a) Should any Materials designated as Confidential Materials hereunder be disclosed through inadvertence, or otherwise, to any

person not entitled to receive such Materials pursuant to this Order, the parties hereby agree to (i) promptly inform such person of the provisions of this Order; (ii) either secure the immediate return of such Materials or ensure that such person signs the form annexed hereto as Exhibit A; and (iii) inform the producing party of the inappropriate disclosure.

b) In addition, should any Materials designated as Confidential Materials hereunder be produced through inadvertence by any party, which that party believes to be privileged or otherwise protected from disclosure, that party shall not be held to have waived any rights or privileges by such inadvertent production, so long as appropriate notice is given to the other party of the inadvertent disclosure within ten days of its discovery by counsel for the producing party. Any such material or information so produced and subsequently made subject to a claim or privilege or work product shall immediately be destroyed or returned to the producing party, and all copies or summaries thereof immediately destroyed.

8. This Order is without prejudice to any party's right to move the Court for permission to disclose Confidential Materials (if the producing party is unwilling to agree to the disclosure).

a) With respect to materials produced after January 26, 2010, the parties shall not be obligated to challenge the propriety of the

designation of information as Confidential at the time made, and failure to do so shall not preclude a subsequent challenge thereof, provided that such challenge is made prior to the execution of the final pre-trial order.

b) With respect to materials, other than medical records, produced prior to and including January 26, 2010, the parties acknowledge the force and effect of a negotiated but unsigned agreement from March 2009. That agreement provided in relevant part:

- (i) All such Confidential Materials that are filed with the Court shall be filed under seal and kept under seal until further order of the Court. Where possible, only confidential portions of filings with the Court shall be filed under seal.
- (ii) In the event of a dispute between the parties as to the propriety of the designation of Materials as "Confidential" or "Attorneys Eyes' Only," the party challenging the designation shall inform the producing party in writing within fifteen days of its receipt of the Materials. Absent an agreement resolving the issue, the party challenging the designation shall, within the following ten-day period, bring the dispute to the Court's attention via a request for a conference call.
- (iii) The handling of Confidential and Attorneys' Eyes Only Materials at the trial of this matter shall be resolved at the

Final Pretrial Conference in this Action after the parties have identified the Materials, if any, they wish to present or use at trial.

- c) With respect to materials, other than medical records, produced prior to and including January 26, 2010, the parties acknowledge that, should Plaintiffs challenge the “Confidentiality” designations or the sealing requirements set forth above in ¶ 8(b), Defendants will assert that Plaintiffs have waived their right to challenge the designations based on the lapsing of the fifteen and ten day periods as per ¶ 8(b)(ii), *supra*, and that the prior confidentiality agreement requires documents to be sealed in lieu of redaction. The parties agree to defer resolving the issue of Plaintiffs’ challenges to Defendants’ confidentiality designations until the final Pretrial conference or until Plaintiffs’ file a motion *nunc pro tunc* to challenge those designations if the parties cannot reach agreement.

9. All persons obtaining access to Confidential Materials shall use the information only for preparation and trial of this action and shall not use such records for any other purpose without further court order.

10. Any person subject to this Confidentiality Order who receives a subpoena, court order, or other legal requests unrelated to this action seeking the production of Confidential materials shall promptly notify in writing the producing party. Such notice shall include a copy of the subpoena, court order or request, the caption of the action in

12. Upon the conclusion of this action and all appeals, counsel of record shall take all necessary steps to assure that all Confidential Materials and all copies thereof, are promptly returned to the producing parties within thirty (30) days or, at their written request, destroyed.

14. The provisions of this Confidentiality Order shall apply, on a *nunc pro tunc* basis, to all documents and materials designated "Confidential" and produced in accordance with the procedures set forth herein prior to entry of this Order.

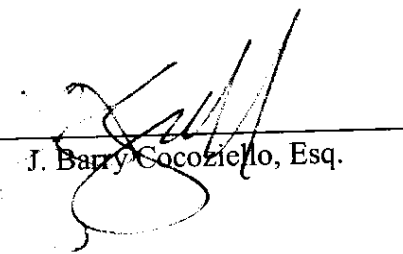
Dated: 2/24/10

Honorable Mark Falk, U.S.M.J.

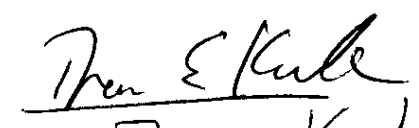
The undersigned counsel consent
to the form and entry of this Order:

**PODVEY, MEANOR, CATENACCI, HILDNER,
COCOZIELLO & CHATTMAN, P.C.**

Attorneys for Defendants Passaic County, Passaic
County Board of Chosen Freeholders, Sonia Rosado,
Tanesha Way, Pat Lepore, Terry Duffy, James
Gallegher, Bruce James, Elease Evans, Passaic
County Sheriff's Department, Jerry Speziale, Charles
Meyers, and Steven Meyers

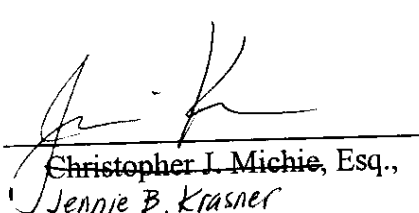
By: 

J. Barry Cocozziello, Esq.

By 
DA Thomas Ken Le
on behalf of
Passaic Commissioner
George W. Hayman

DECHERT, LLP

Attorneys for Plaintiffs

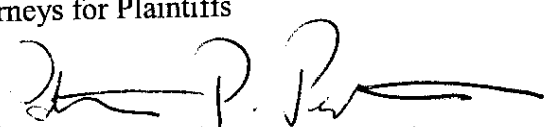
By: 

Christopher J. Michie, Esq.,

Jennie B. Krasner

**SETON HALL CENTER FOR SOCIAL
JUSTICE**

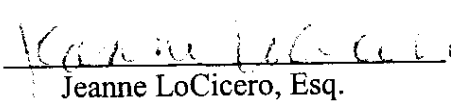
Attorneys for Plaintiffs

By: 

Patricia P. Perlmutter, Esq.

**AMERICAN CIVIL LIBERTIES UNION
OF NEW JERSEY FOUNDATION**

AMERICAN CIVIL LIBERTIES UNION OF
NEW JERSEY FOUNDATION
Attorneys for Plaintiffs

By: 

Jeanne LoCicero, Esq.

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

ANGEL COLON, et al.,

Plaintiffs,

v.

PASSAIC COUNTY, et al.,

Defendants.

Civil Case No. 2:08-cv-04439 (DMC)(MF)

_____, hereby certifies as follows:

1. I have read the Confidentiality Order entered by the Court in the above-captioned action on _____, 2010.
2. I understand the provisions of the Order and the responsibilities and obligations the Order imposes on persons granted access to Confidential Materials .
3. I understand that any violation of the terms of the Order may constitute contempt of court.
4. I hereby agree not to disclose Confidential Materials as defined in the Order or any information contained therein, except in accordance with the Order.
5. Pursuant to 28 U.S.C. § 1746, I hereby declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: _____

#276642

Exhibit G

SUMMARY OF SETTLEMENT AGREEMENT AND MEMORANDA OF UNDERSTANDING

The following is a summary of the proposed settlement agreed to by the parties in *Colon, et al. v. Passaic County, et al.*, a class action suit brought on behalf of all inmates at the Passaic County Jail ("Jail") to improve conditions within the Jail. The suit brought claims for alleged violations of the First, Fifth, Eighth and Fourteenth Amendments to the United States Constitution. The suit did not seek money damages.

The Plaintiffs in this lawsuit are all current and future inmates of the Jail. You are a member of the plaintiff class because you are incarcerated at the Jail. You and the other plaintiffs have been represented in this lawsuit by attorneys from the Seton Hall Center for Social Justice, the ACLU of New Jersey, and the law firm Dechert LLP. The Defendants in this lawsuit are Passaic County and officials responsible for running and funding the jail.

The purpose of this summary is to give you a better understanding of the basic elements of the Settlement Agreement ("Settlement"). The description below is not intended to alter in any manner the Settlement, and this document will not be taken into account in interpreting the Settlement. The summary does not contain a complete description of all elements of the Settlement and omits completely certain parts of the Settlement. Please review the Settlement to learn its full details. A full copy of the Settlement is available on the computers in the law library and from the Ombudsman, as well as in all day rooms and common areas of the Jail.

A federal judge will need to approve the fairness of the Settlement before it can be implemented. The Court has scheduled a Fairness Hearing for _____, 2012, and has requested that all inmates who would like to comment on the settlement mail their comments to Plaintiffs' counsel by _____ or return them to the Jail Ombudsman who will return them to your attorneys. Comments mailed after ____ will not be considered by the Court in determining the fairness of the Settlement. Accordingly, you are invited — but not required — to submit your comments. You can do so on the form provided with this packet or on any other piece of paper and may use the enclosed pre-addressed envelope. **Please note that your comments will not be protected by the attorney-client privilege. Your attorneys must forward copies of all comments to attorneys for the Jail and to the Court.**

SETTLEMENT AGREEMENT TERMS

- Plaintiffs and the Jail agreed to settlement terms which concern (1) fire safety; (2) environmental health; (3) correctional issues; (4) medical issues; and (5) mental health services. These terms are contained in five documents, each called a “Memorandum of Understanding” and the Jail has agreed to comply with them. (p. 3)
- An independent monitor will monitor compliance with the Settlement Agreement. (p. 4)
- The Monitor will be able to tour the Jail, talk to inmates and staff and review documents, including individual inmate records, to evaluate the Defendants’ progress. (p. 5)
- The Monitor will first visit the Jail to develop a monitoring plan and then conduct two inspections each year. If the Monitor determines that additional site visits are necessary, she may conduct additional visits to the Jail. (pp. 6-8)
- After each inspection, the Monitor will prepare a written report which will assess whether the Jail is meeting the requirements of the settlement. (pp. 9-10) Portions of the Monitor’s report may be designated as confidential. The reports cannot be used as evidence in other lawsuits or be used as a reason to file another lawsuit. (p. 13).
- If the Jail is not complying with the Settlement, Plaintiffs’ counsel may ask a judge to enforce the Settlement. If that happens, the parties and the Monitor will first try to resolve the dispute. (p. 11)
- Defendants will notify the Monitor and Plaintiffs’ counsel of a serious incident at the Jail. (p. 11)
- Plaintiffs’ counsel may request individual classification and medical and mental health records from Defendants provided that the inmate has submitted a grievance. (Typically, Plaintiffs’ counsel requests records if an inmate asks for counsel’s assistance with a problem at the Jail). (p. 12)
- The Monitor, consultants and attorneys may have access to medical and mental health records of some class members in order to monitor Defendants’ compliance. The individual consent of an inmate is not required. Individual inmates may refuse disclosure of their records by contacting their attorneys. (pp. 15-16; Exhibit G)
- The Settlement will end when Defendants achieve Substantial Compliance for each of the categories or 5 years from the date of the Settlement Agreement, whichever comes first. If the Jail is closed, the Settlement Agreement will end. (p. 17)
- The Settlement is not evidence of or an admission of fault or liability on the part of the Jail. (p. 18)
- Defendants will pay for a portion of expert expenses and Plaintiffs’ attorney’s fees. (p. 19)

FIRE SAFETY ISSUES MEMORANDUM OF UNDERSTANDING, EXHIBIT A

- The Jail will oversee the completion of the New Fire Detection and Alarm Systems and Phase I Fire Suppression Upgrades (hereinafter referred to as "Phase I"). (p. 1)
- The Jail will oversee the completion of the New Fire Detection, Alarm, Suppression Systems and Heating, Ventilation, and Air Conditioning System Upgrades (hereinafter referred to as "Phase II"). (p. 1)
- The Jail will purchase testing, maintenance and repair services for all of its fire systems and equipment for a period of ten years. (p. 2)
- As of the completion of Phase II, PCJ will be compliant with the New Jersey Uniform Fire Safety Act ("NJUFSA") and all applicable fire codes and regulations and PCJ will remain within compliance of the NJUFSA and all applicable fire codes and regulations going forward. (pp. 2-5)

ENVIRONMENTAL HEALTH ISSUES MEMORANDUM OF UNDERSTANDING, EXHIBIT B

- The Jail will complete the Main and Marshall Street HVAC and Fire Protection System Upgrades (see Fire Safety Issues Memorandum of Understanding, "Phase II").
- From October 1 through April 30, the Jail will maintain a temperature of at least 68 degrees Fahrenheit between 5:00 a.m. and 11:00 p.m., and no less than 65 degrees Fahrenheit between 11:00 p.m. and 5:00 a.m. Once Phase II is completed, from May 1 to September 30, the Jail will maintain a temperature of no more than 80 degrees Fahrenheit to all inmate occupied areas. (p. 2)
- Until Phase II is fully operational in all parts of the facility, sweatshirts will be made available to all inmates upon request, and at no cost to indigent inmates, when the temperature inside the facility is 66 degrees or lower between 5 a.m. and 11 p.m. When the temperature inside the facility is 80 degrees or warmer, ice will be provided to inmates and fans in existing locations will be turned on. (p. 2)
- Food temperature at the point of service will measure 45°F or less for cold foods and 140°F or more for warm/hot foods. (p. 3)
- Inmates who work with certain chemicals will be offered personal protective equipment (e.g., gloves, masks, eye protection) that is recommended for use with undiluted or caustic chemicals, including paint, as indicated by the material safety data sheets and/or the labels of the material(s) being handled. All chemicals will be maintained in their original containers as much as possible. (p. 4)
- Cleaning materials will be made available to trustees so that dormitories, including the sinks, toilets, and shower facilities, may be cleaned at least once each day. (p. 4)

- The Jail will provide two sets of all institutionally-issued garments, including, but not limited to, boxers or briefs for men and underwear and bras for women. (p. 5)
- Laundering for clothing and towels will be offered at least twice per week. (p. 5)
- Laundering for linens and blankets will be offered at least once per week. (p. 5)
- Each inmate will be issued a mattress with attached pillow, a blanket, and two sheets. (p. 5)
- Mattresses will be in good repair. Mattresses will be cleaned and sanitized between uses. (p. 6)
- A licensed plumber will conduct an initial survey of all plumbing fixtures and a corrections officer will make a log of all fixtures. All non- and marginally-operational fixtures will be returned to working conditions. (p. 6)
- The Jail will provide adequate pressure and quantity of water for the normal operation of toilets, sinks, showers and drinking fountains. (p. 6)
- Hot water will not exceed 120°F in inmate areas. (p. 6)
- Inmates will have access to toilets 24 hours/day, 7 days a week, including in booking, holding, and medical unit areas. (p. 6)
- PCJ will use Integrated Pest Management practices. A licensed Pest Control Technician will inspect PCJ on a monthly basis. (p. 7)
- All inmates will be issued a toothbrush, toothpaste, soap, and comb upon admission to the facility. (p. 7)
- A licensed electrician will evaluate the facility. If any violations are found, Defendants will, to the extent possible, prepare and follow a remediation schedule. (pp. 7-8)

CORRECTIONAL ISSUES MEMORANDUM OF UNDERSTANDING, EXHIBIT C

- Officers will receive annual use of force training. (pp. 2-3)
- Officers will use a use of force reporting form every time use of force is used, and the information from the form will be captured in an electronic Jail Management System. (pp. 3-4)
- The Jail will implement software that will assist in the early identification of corrections officers who may be using excessive or inappropriate force. (p. 4)
- All use of force reports will be reviewed and documented by (1) a Lieutenant and (2) the Warden and/or Deputy Warden, no later than the business day subsequent to the use of force incident. If an officer's conduct was inappropriate or identifies areas for improvement, the Warden and/or Deputy Warden will request an SID investigation or take those corrective actions they/he deem to be appropriate. (pp. 4-5)
- If the use of force resulted in an inmate losing consciousness, receiving sutures, having a positive x-ray, and/or being transported to a hospital for evaluation or treatment (other than for an x-ray), jail administration will request an SID review. (pp. 4-5)
- PCJ's canine policy will reflect that dogs may be used for "deterrence" purposes. Dogs will not be used in the mental health unit absent an emergency. (p. 5)
- Triple bunks may only be used, when necessary, where the top of the top bunk mattress is no less than 4 feet from a soffit or ceiling. (p. 6)
- The Medical Director will establish a policy regarding accommodating inmates with disabilities who would have difficulty mounting or dismounting an upper or triple bunk. (p. 7)
- The Jail will install ladders at the foot of every triple bunk. (p. 7)
- Beds will not interfere with visibility into the dorms, and will only be located along or perpendicular to a perimeter wall, except in the Jail Annex. (p. 7)
- Officers must be able to see inmates on all bunks from the officer viewing area, except in the Jail Annex. In the Jail Annex, officers must enter the unit and conduct security rounds on the upper and lower levels no less than every 30 minutes (and more frequently if the unit houses inmates other than those classified as minimum security). (p. 7)
- Beds will not be closer than 18 feet to a toilet and/or urinal, except in the following 5 units, where beds will not be closer than 12 feet to a toilet and/or urinal: 2-T-4, 3-D-10, 3-D-11, 3 Main, and 1-2. The Jail will install permanent privacy screens in front of the toilet/urinal areas in these 5 units. (p. 7)
- Inmates must have sufficient space to eat at a table. (p. 7)
- Triple celling will be permitted only where (a) the cells house minimum security inmates who have been cleared as compatible by the classification officer, (b) beds in minimum

security dorms are not available, and (c) the inmates have continuous access to a dayroom (and/or work areas in the case of trustees) between 7:45 am and 10:30 pm, excluding during counts. (p. 8)

- If the average monthly population of the facility exceeds 1022 inmates for a given period, the Jail will conduct a Population Management Study and will implement the reasonable recommendations of the population management consultant. (p. 8)
- The Jail will not accept inmates from other jurisdictions except on one-to-one trade, or where necessary for the inmates' safety and security. (p. 8)
- The Jail will install Closed Circuit Television cameras (CCTV) to cover all dorms, day rooms, and closed custody units, and the recreation, gym, entrance, and booking areas. These cameras will cover most areas other than toilet/showering facilities. (p. 9)
- The Jail will develop and implement policies, procedures and practices to safeguard inmates from sexual assault while in custody, consistent with generally accepted correctional practice and applicable state law. (pp. 10-11)
- The Jail will make locked grievance boxes available at the chapel, library and recreational/gym areas for inmates to submit confidential grievances. (p. 11)
- The Jail will respond to grievances relating to health and safety within 3 business days of receipt of the grievance form and all other grievances within 7 business days. (p. 12)
- Inmates will be permitted to compose their own witness statements for SID investigations on separate pieces of paper. (p. 12)
- For shakedowns, the highest ranking available officer will usually be present. Shakedowns will be video-recorded, either using video cameras or CCTV cameras (once they are installed). (p. 12)

MEDICAL MEMORANDUM OF UNDERSTANDING, EXHIBIT D

- Inmates will receive confidential treatment except to the extent there are specific security concerns. (p.4)
- At reception, inmates will receive a confidential intake screening. Inmates with emergent health problems or chronic diseases will be medically evaluated within 24 hours by an advanced practice clinician (a doctor or nurse practitioner or physician's assistant) or referred to the Emergency Room if needed. (p. 4)
- At reception, the medical staff will screen inmates for alcohol and drug withdrawal and sexually transmitted diseases. Medical staff will perform laboratory testing for inmates with chronic diseases and will refer such inmates to the Chronic Disease Clinic. (p.4)
- Inmates will not be charged for co-payments for chronic disease appointments (including mental health), for prescriptions for chronic disease or for injuries from inmate assaults. (p.5)
- When an inmate reports a medical emergency, officers will contact medical staff. The inmate will be transferred to the emergency room when necessary.

MENTAL HEALTH MEMORANDUM OF UNDERSTANDING, EXHIBIT E

- At intake, inmates will be screened to identify those inmates in need of mental health services and/or at risk for suicide. (p. 2)
- Mental health services provided to inmates will be confidential unless the inmate poses a security risk. (p. 2)
- The Jail will maintain a dedicated phone number for family and friends who wish to contact the Jail about health and safety concerns regarding individual inmates.(p. 2)
- Inmates receiving psychotropic medications will receive a comprehensive psychiatric examination within 7 days of first receiving medication. (p. 3)
- The psychiatrist will obtain each patient's informed consent for treatment. (p. 3)
- The Jail will provide treatment for inmates on Special Watch (1-2) including daily clinical rounds, therapeutic activities and training of staff. Acutely mentally ill female inmates will have access to comparable mental health services. (pp. 6-7)
- The Jail will provide discharge planning for mentally ill inmates to provide for continuity of care, access to medication for up to two weeks and assistance with securing benefits if eligible. (pp. 7-8)

General Information

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