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2
3 UNITED STATES DISTRICT COURT
4 EASTERN DISTRICT OF WASHINGTON

5 TERESA FARRIS, et al.,

6 Plaintiffs,

7 vs.

8 FRANKLIN COUNTY, et al.,

9 Defendants.

CLASS ACTION

NO. 4:14-cv-05083-SAB

SETTLEMENT AGREEMENT

10 The parties Teresa Farris, Wardell Braxton, Giavonni Kinsey, Guadalupe
11 Montejano, Thomas Eddington, Paul McVay, Frank Murillo, Richard Vinson, all other
12 persons who are similarly situated, and Disability Rights Washington (collectively,
13 “Plaintiffs”), and the Defendants, Franklin County, Sheriff Jim Raymond, and
14 Commander Stephen Sultemeier, agree as follows:
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16
17 A. SETTLEMENT TERMS

18 1. The representative Plaintiffs and the Plaintiff class are people who have
19 been, are, or in the future will be confined at the Franklin County Corrections Center
20 (hereinafter “Jail”). Plaintiff Disability Rights Washington is a non-profit agency
21 designated by the Governor of the State of Washington to fulfill a federal mandate to
22 protect and advocate for the legal and civil rights of those citizens of this State who have
23 disabilities.
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1 2. They filed this class action lawsuit on behalf of all current and future
2 detainees at the Jail alleging Defendants have denied them of their right of association,
3 subjected them to cruel and unusual punishment, and disciplined them without due
4 process in violation of the First, Eighth and Fourteenth Amendments, respectively.
5

6 3. Defendants have denied the material allegations of wrongdoing by the
7 Plaintiffs. Franklin County constructed and opened a partially new Jail facility in 2014.
8 The administration of the Jail changed on January 1, 2015. Acting in good faith and in an
9 effort to address issues raised by the Plaintiffs, the new administration has instituted or
10 will institute additional changes, including changes permitted by the new Jail facility.
11

12 These changes include the following:
13

14 (a) Receiving 2016 budget authority to add six Corrections Officers, one
15 Administrative Lieutenant, and one Administrative Assistant to jail staff;
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17 (b) Developing and continuing to develop policies and procedures
18 relating to the use of force;
19

20 (c) Developing and continuing to develop policies and procedures
21 relating to discipline of detainees and due process;
22

23 (d) Developing classification policies and procedures to improve
24 screening for medical and mental health conditions, suicidal or other self-
25 harm intentions, and to enable increases in detainee out of cell time;
26

- 1 (e) Making mechanical repairs and painting cells in the older section of
2 the Jail;
3
4 (f) Removing opaque paint from windows in the older section of the Jail;
5
6 (g) Preparing to enter into a new medical and mental health services
7 contract with Our Lady of Lourdes Hospital dba Lourdes Occupational
8 Health Services Center, Pasco, Washington;
9
10 (h) Providing Prison Rape Elimination Act (PREA) training to all current
11 Corrections Officers and supervisory personnel;
12
13 (i) Modifying meals to permit religion-based meals;
14
15 (j) Increasing religious services;
16
17 (k) Changed mail policies and products to eliminate restriction to post
18 cards only, and make writing paper and envelopes available for inmate
19 purchase, unless indigent, in which case they receive an allotment of
20 stationary for personal use and unlimited supplies for legal mail;
21
22 (l) Reviewing menu based on dietician's recommendations and received
23 assurances that menu meets constitutional requirements;
24
25 (m) Adding electronic law library facilities; and
26
(n) Adding tables and integrated stools to day room facilities.

1 4. These changes are not complete, but steps are being taken to permit their
2 completion within a reasonable time. These steps include hiring a consultant to draft
3 Sheriff's Office policies, beginning with jail policies; planning to adjust contracts with
4 health care providers to increase medical and mental health services to detainees; and
5 obtaining budget approval for 2016 from the Board of Franklin County Commissioners.
6 Defendants will continue to act in good faith to develop and review policies and
7 procedures that will comply with legal requirements for jails of the size and type as the
8 FCCC. To avoid further expense, delay, and the risk of litigation, Plaintiffs and
9 Defendants now desire to enter into a comprehensive settlement of the suit.
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13 5. In an effort to reduce costs to both parties and to assure that the Jail is
14 operated in the future in compliance with Constitutional and statutory requirements, the
15 parties requested mediation with the federal district court's assistance. This Settlement
16 Agreement is the product of that mediation.
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19 6. Term of Agreement: The Parties agree that this Settlement Agreement and
20 the Settlement Order to be entered in the future shall terminate three years from the date
21 the Settlement Order is entered, unless the Defendants are not in compliance with the
22 terms of this Settlement Agreement and the Settlement Order. If the Defendants are not
23 in compliance, the Court may extend the term of the Settlement Agreement and
24 Settlement Order for a sufficient period of time to enable the Defendants to come into
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1 compliance with the terms of this Settlement Agreement and Settlement Order. The
2 Court shall have authority and discretion to determine the time period of any such
3 extension based upon information presented by any of the parties.
4

5 7. The parties agree class certification is an appropriate means to resolve the
6 Plaintiffs' claims, and that the requirements of Fed. R. Civ. P. 23(a) and 23(b)(2) are met.
7 Specifically, the class is so numerous that joinder of all members is impracticable, there
8 are questions of law and fact common to the class, the representative parties have claims
9 typical of the class as a whole and they will fairly and adequately represent the interests
10 of the class. Once certified, the class and class members shall be considered parties to
11 this Settlement Agreement and to the Settlement Order that shall be entered in the future.
12

13 Therefore, the parties agree to certification of the following class:
14

15 All individuals who are now, or in the future will be, detained in the
16 Franklin County Corrections Center during the term of this Settlement
17 Agreement.
18

19 8. The parties will seek final approval from the Court of the parties' settlement
20 by entry of a Settlement Order that is substantially similar to the terms and agreements
21 laid out in this Settlement Agreement, future modifications to this Agreement or other
22 future agreement, and other associated orders including the certification of the Plaintiff
23 Class. It is understood and agreed by the parties that if the Court fails or refuses to
24 approve the Proposed Settlement Order or certify the class, this Settlement Agreement
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1 and the Proposed Settlement Order shall become null and void and without any force or
2 effect, and none of the parties shall be bound by it.

3
4 9. Within thirty (30) calendar days following the Court's preliminary approval
5 of this Agreement, class members shall be provided notice of this Settlement Agreement
6 in a form and manner to be decided by the Court.

7
8 10. Defendants shall comply fully with the provisions of this Agreement.
9 Defendants shall adopt, implement, and train staff to comply with policies and procedures
10 at the Jail that satisfy all of the requirements of this Agreement. Defendants shall train
11 and supervise all corrections staff members in all policies and procedures created or
12 amended as a result of this Agreement and with constitutional requirements.

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15 11. The defendants shall increase the staff of the FCCC by eleven (11) or more
16 Corrections Officers, and one (1) assistant administrator. Six (6) Corrections Officers
17 will be added in 2016, and five (5) in 2017. The additional Corrections Officers will
18 serve the primary purposes of improving operations of the FCCC related to safety,
19 security, compliance with standards reflected in written policies and procedures,
20 providing due process to inmates in disciplinary situations, providing constitutionally-
21 compliant grievance procedures, and increasing inmates' out-of-cell time for personal
22 care, telephone use, visitation, recreation and commissary access over the 2014 practice.
23 In addition, the defendants shall increase the administrative staff of the FCCC by one (1)
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1 full-time position to support compliance with due process and grievance requirements,
2 policy adoption and reporting requirements imposed by this Agreement.
3

4 12. The defendants shall commence and complete remodeling of the jail facility
5 within eighteen (18) months of this Agreement, for the primary purpose of providing day
6 room facilities that are equipped with tables, seating, restroom access, communications
7 facilities and showers. These facilities will be intended to provide detainees with
8 supervised out-of-cell time that is greater than the 2014 practice.
9

10 13. The defendants shall in good faith seek to finalize the current draft medical
11 and mental health care contract with Our Lady of Lourdes Hospital medical and mental
12 health services organization, and assure that medical and mental health services provided
13 to detainees held at the FCCC are at a level equal to or exceeding Constitutional
14 minimums.
15

16 14. The parties agree that Defendants shall have twelve (12) months from entry
17 into this Agreement in which to develop and implement policies required by this
18 Settlement Agreement, and twenty-four (24) months in which to provide all staff with
19 trainings necessary to comply with the terms of this Settlement Agreement and newly
20 created or amended policies. During this period, Defendants shall furnish Plaintiffs'
21 counsel with copies of draft policies when they are developed and proposed for adoption
22 by the Sheriff's Office to permit review and consideration of compliance with this
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1 Agreement. Within 30 days of receipt of the draft policies, Plaintiffs' counsel may
2 provide Defendants with comments regarding proposed or adopted policies. Defendants
3 will give reasonable consideration to such comments and respond to the same in writing.
4 Any continuing disagreement regarding the constitutionality of policies shall be subject
5 to the dispute resolution process set out below.
6

7
8 15. The corrections policies and procedures adopted by the defendants shall
9 conform to and be consistent with the 2014 current Jail Accreditation Standards of the
10 Washington Association of Sheriffs and Police Chiefs (WASPC). Policy development
11 shall also be guided by nationally recognized corrections industry standards and with
12 current, applicable standards created by the American Correctional Association and the
13 National Commission on Correctional Health Care. The policies of the FCCC shall be
14 updated within a reasonable time to conform to amended WASPC standards. The policies
15 shall address each category identified in Appendix A.
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19 16. Timelines for Development of Policies

20 The Defendants will finalize policies in the following areas within 60 days from
21 the date of the Settlement Agreement:
22

- 23 a. Use of Force Reporting
- 24 b. Use of Force Response to Nonemergent and Emergent Situations
- 25 c. Use of Force
- 26

- 1 d. Use of Aerosol Oleoresin Capsicum
- 2
- 3 e. Use of Firearms and Use of Deadly Force
- 4
- 5 f. Use of Electronic Immobilization Devices (EID)
- 6
- 7 g. Use of Restraint Chair
- 8
- 9 h. Administration Notification of Operational Issues

10 The Defendants will finalize policies in the following areas within 90 days from
11 the date of the Settlement Agreement:

- 12 a. Discipline

13 The Defendants will finalize policies in the following areas within 150 days from
14 the date of the Settlement Agreement:

- 15 a. Inmate Management/Classification
- 16
- 17 b. Intake
- 18
- 19 c. Suicide Prevention
- 20
- 21 d. Detoxification
- 22
- 23 e. Segregation
- 24
- 25 f. Women's Holding Cell

26 The Defendants will finalize policies in the following areas within 195 days from
the date of the Settlement Agreement:

- a. Inmate Rules and Handbook

1 The Defendants will finalize policies in the following areas within 12 months from
2 the date of the Settlement Agreement such as:

- 3 a. Staff Training
- 4
- 5 b. Medical Health Care
- 6
- 7 c. Dental Care
- 8
- 9 d. Mental Health Care
- 10
- 11 e. Pharmaceuticals
- 12
- 13 f. Exercise Recreation
- 14
- 15 g. Female Inmate and Female Staff
- 16
- 17 h. Video Preservation and Record Keeping
- 18
- 19 i. Visitation (maintain in person visitation)
- 20
- 21 j. 23 Hour Lockdown

18 17. Defendants shall also obtain review of the written policies and procedures
19 adopted during the term of this agreement by the WASPC agency, and shall accept the
20 WASPC's recommendations which result from that review.

22 B. MONITORING

23 1. The parties shall agree to appointment of a monitor who is qualified to
24 evaluate compliance with the terms of this Settlement Agreement together with a budget
25 for the monitor's cost. It shall be a primary , but not a determining factor, that the monitor
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1 is associated with and designated by the WASPC agency because the FCCC intends to
2 seek WASPC accreditation and wishes to be guided to that end through the monitoring
3 process. Should the appointed Monitor be unable to fulfill the tasks identified in this
4 Settlement Agreement, the parties will confer and attempt to agree on a new Monitor to
5 propose to the Court.
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8 2. Should the parties be unable to agree upon a monitor, the parties shall each
9 submit the name of a person whom they believe meets the needed qualifications to the
10 Court with an explanation regarding the prospective monitor's qualifications and any
11 objections to the opposing party's recommended monitor. The parties agree that Court
12 will review the information and appoint one of the two proposed monitors.
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15 3. The monitor will be provided with a copy of the Protective Order entered in
16 this case and must agree in writing to be bound by its terms.

17
18 4. Beginning with the end of the first quarter year following the monitor's
19 appointment, the FCCC will make quarterly reports to the monitor and Plaintiffs' counsel
20 consisting of the following: (a) regular monthly jail reports; (b) daily master control logs;
21 (c) incident reports relating to responses to detainee resistance, detainee assaults, detainee
22 injuries, restraint chair uses, disciplinary actions, emergency medical or mental health
23 events (summaries if complete reports are not yet releasable), suicide attempts and
24 suicide watch referrals; (d) a list of all detainees who have received medical services, (e)
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1 a list of all detainees who have received mental health services, (f) a list of all detainees
2 who have received dental services, (g) a list of all detainees who have received outpatient
3 or emergent medical, mental health or dental care and (h) staff training schedules and
4 proof of staff attendance. The monitor may request additional information if a review of
5 the provided information indicates the need.
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8 5. Defendants will provide the Monitor and Plaintiffs' counsel with the training
9 schedule and identification of all staff who have attended trainings provided to staff of
10 the FCCC following adoption of this Settlement Agreement. Curriculum, training
11 materials, and proof of attendance shall also be made available to the Monitor and
12 Plaintiffs' counsel upon request.
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15 6. The monitor shall be able to review the health related files of a reasonable
16 number of inmates who have received medical, mental health or dental services during
17 the prior three month period, if the Monitor chooses to do so. The Monitor must review a
18 representative set of inmate files at least twice during the monitoring term.
19

20 7. Beginning 30 days after the Monitor's appointment, the FCCC will provide
21 the Monitor and Plaintiffs' counsel with copies of policies adopted and reports of staff
22 training given beginning January 1, 2016. Quarterly thereafter, the FCCC will provide
23 any additional or changed policies adopted since the prior quarterly report.
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1 8. If a violation of the Settlement Agreement is found in the records of the
2 quarterly reporting, the violation will be brought to Defendants' attention with a request
3 for correction and the possibility of using the dispute resolution process provided for in
4 this Agreement regarding the issue.
5

6 9. The monitor will perform an inspection of the jail before producing a
7 compliance report.
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9 10. The monitor will provide the parties and the Court with one written
10 compliance report at or near the first year following entry of the Settlement Order, and
11 one written compliance report at or near the end of the second year following entry of the
12 Settlement Order.
13

14 11. There shall be an opportunity for an optional third inspection prior to the end
15 of the monitoring period (12/31/2018).
16

17 12. There shall be a third report if violations of the Settlement Agreement are
18 found, plus opportunities for correction and dispute resolution; and
19

20 13. Should the Court extend the term of this Settlement Agreement as detailed in
21 paragraph (A)(6) above, the Monitor shall continue to monitor the Jail's operations as
22 detailed in this Settlement Agreement and the Defendants shall continue to provide
23 information in the manner described herein. If the Court determines that the Defendants
24 are out of compliance with this Settlement Agreement and that the term of the Agreement
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1 should be extended as described in paragraph (A)(6), the Court may order the Monitor to
2 complete additional jail tours or provide additional reports not detailed herein.
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4 C. PLAINTIFFS' COUNSELS' ACCESS TO CLASS MEMBERS

5 As has been the practice during the course of the litigation, Defendants have
6 cooperated with providing access to detainees by Plaintiffs' counsel. In order to assure
7 that this access continues, Plaintiffs' counsel shall be able to communicate with class
8 members detained at the Jail without unreasonable interference. Such communications
9 may include written, telephonic or in person communications with any and all class
10 members. The Defendants may impose reasonable limitations on how such
11 communications occur in order to meet legitimate penological needs. However, the
12 parties agree that any such communications shall be considered privileged attorney-client
13 communications and the Defendants, their employees or contractors shall not record or
14 monitor any such communications, aside from procedures used with other detainee legal
15 mail.
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20 D. NOTIFICATION OF CERTAIN EVENTS

21 In the event of a detainee death or serious injury, Jail-wide lockdown, multi-day
22 lockdown of one or more units, riot, fire, or unscheduled evacuation, Defendants will
23 notify the Monitor and Plaintiffs' counsel of the event as soon as reasonably possible
24 following the event, and will provide the Monitor and Plaintiffs' counsel with any
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1 documentation or reports related to the event as soon as reasonably possible. The Parties
2 agree that the documentation or reports will not be redacted and will be provided in
3 compliance with the terms of the Protective Order entered in this matter.
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5 E. NO RETALIATION
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7 Although there is no evidence that Defendants have retaliated against the named
8 plaintiffs or class members because of this lawsuit, Defendants and their employees,
9 agents, and contractors agree that they will not retaliate in the future against any person
10 who lodges a complaint, provides information or assistance to the Monitor or counsel for
11 Plaintiffs, testifies in any proceedings related to this action, or participates in any manner
12 in any investigation or proceeding related to this Agreement.
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15 F. MONETARY DAMAGES
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17 Because of the additional complexity that claims for monetary damages would add
18 to this litigation, the representative plaintiffs have not sought monetary damages on their
19 own behalves or on behalf of the class. The parties agree that not seeking monetary
20 damages in this action does not bar any of the representative plaintiffs or any class
21 member from doing so in any other appropriate action involving any of the Defendants or
22 any other third parties regarding the same facts, transactions or occurrences alleged in
23 this case and based upon the same or similar causes of action. If such claims are made in
24 a different action by a representative plaintiff or member of the class, neither plaintiffs
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1 nor defendants in any such litigation will be subject to claim or issue preclusion related to
2 liability or damages or barred from asserting any allegation, claim, damage or defense.

3
4 G. DENIAL OF LIABILITY

5 Defendants have denied, and continue to deny liability for the allegations alleged
6 in the Complaint. The parties agree that Defendants are not admitting any liability to the
7 named Plaintiffs, class members, or any other person or entity by entering into this
8 Agreement and Defendants expressly deny all such liability. No part of the Agreement
9 may be admitted into evidence in any action, except as required to enforce this
10 Agreement.
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13 H. DISPUTE RESOLUTION

14
15 1. If Plaintiffs have a reasonable basis to believe that Defendants are not in full
16 compliance with a material provision of this Settlement Agreement or if the parties have
17 a dispute regarding any monitoring issue or regarding the content or status of one of the
18 policies described above, the Plaintiffs will notify Defendants or Defendants' counsel in
19 writing of the specific compliance, monitoring or policy issue(s). Within fourteen (14)
20 days of receipt of the notification, Defendants will provide a good-faith written response
21 to the notification with an explanation as to why Defendants may or may not be in
22 compliance with their obligations.
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1 2. In the event the parties disagree over Defendants' performance of their
2 obligations under this Agreement, including their obligations to cooperate with
3 monitoring or draft policies as described above, the parties and the Monitor, if
4 appropriate, shall first meet and confer in good faith in order to attempt to resolve the
5 disagreement. If the parties are not able to resolve the matter by meeting and conferring,
6 Plaintiffs may proceed to request Court involvement and enforcement. The Plaintiffs
7 may seek intervention from the Court by filing a motion for specific performance or
8 similar relief. The Court will review such motion, papers filed in support and any
9 responsive papers and render a decision.
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13 I. JURISDICTION

14 The parties understand and agree that the Court will maintain jurisdiction of this
15 civil action throughout the duration of this Agreement to enforce its terms and that
16 Plaintiffs may seek to enforce the Agreement and its terms.
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19 J. DISPUTES EXTEND TERMINATION

20 Notwithstanding any other provision of this Settlement Agreement, the Settlement
21 Agreement shall not terminate until any disagreement related to any specific compliance
22 issue or issue related to monitoring is resolved to the satisfaction of the parties or the
23 Court, provided that the Plaintiffs deliver the written notice described above to the
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1 Defendants or Defendants' counsel before the termination time and date set out in this
2 Settlement Agreement or any later date that the Court may set.
3

4 K. ATTORNEYS' FEES AND COSTS

5 1. The parties agree that the Plaintiffs are entitled to an award of their
6 reasonable attorneys' fees and their taxable costs and against Defendants pursuant to 42
7 U.S.C. §1988(b). The Plaintiffs shall file a motion for an award of their attorneys' fees
8 and costs with the Court within thirty (30) days of final approval of the settlement or at a
9 date set by the Court. The Defendants agree not to contest the Plaintiffs' right to an
10 award of fees and costs before the Court. Defendants retain the right to contest the
11 amount of hours necessary, hourly rates, and total fees and costs requested by Plaintiffs
12 based on related considerations and their level of cooperation and voluntary changes to
13 facilities and practices. Defendants agree that the Court may award the Plaintiffs the
14 reasonable costs and expenses associated with work of the three experts the Plaintiffs
15 retained: Superintendent Martin Horn, Dr. Michael Puisis, and Dr. Terry Kupers.
16 Defendants retain the right to contest the amount of hours necessary, hourly rates, and
17 total fees and costs requested on behalf of Plaintiffs' three retained experts. Defendants
18 shall be given not less than 30 days notice of hearing for any motion for fees and costs.
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24 2. If Plaintiffs are required to seek enforcement of the Settlement Agreement
25 after it is finalized and are the prevailing party, the Court may award Plaintiffs' counsel
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1 their reasonable attorneys' fees and costs incurred in seeking enforcement of the
2 settlement terms. Under all circumstances, the Defendants shall bear their own costs and
3 attorneys' fees for this action, any future enforcement action, or any other related action.
4

5 The parties, by their counsel, hereby consent to the terms and conditions of the
6 Settlement Agreement as set forth above and consent to the entry thereof.
7

8 DATED this 18th day of February 2016.

9 COLUMBIA LEGAL SERVICES

10
11 By Rhona Taylor
12 Nicholas B. Straley, WSBA #25963
13 Melissa R. Lee, WSBA #38808
14 Rhona Taylor, WSBA #48408
15 Attorneys for Plaintiffs

16 DISABILITY RIGHTS WASHINGTON

17 By [Signature]
18 David R. Carlson, WSBA #35767
19 Anna C. Guy, WSBA #48154
20 Attorneys for Plaintiffs

21 LAW, LYMAN, DANIEL, KAMERRER &
22 BOGDANOVICH, P.S.

23 By W Dale Kamerrer 2-10-16
24 W. Dale Kamerrer, WSBA #8218
25 Attorney for Defendants
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APPENDIX A

A Review of WASPC, ACA and NCCHC Jail Standards

WASPC Policies with Accompanying ACA and NCCHC Standards: These are WASPC policies that are acceptable, in part. The accompanying ACA and NCCHC standards should guide development of FCCC policies.

1. USE OF FORCE
 - a. WASPC Chapter 3
 - b. ACA 1-CORE-2B-01 to 2B-05
2. RESTRAINTS
 - a. WASPC Chapter 26.2
 - b. ACA 1-CORE-2B-02
 - c. NCCHC J-I-01
3. STAFF TRAINING
 - a. WASPC Chapter 10
 - b. ACA 1-CORE-7B-02 to 7B-06
 - c. NCCHC J-C-04 AND J-C-05
4. OPERATIONAL STANDARDS/INTAKE
 - a. WASPC Chapter 15
 - b. ACA 1-CORE-4C-09
 - c. NCCHC J-E-02, J-E-04, J-E-05
5. INMATE MANAGEMENT/CLASSIFICATION
 - a. WASPC Chapter 16
 - b. ACA 1-CORE-2A-16
 - c. ACA 1-CORE-3A-01
6. DISCIPLINE
 - a. WASPC 16.7
 - b. ACA 1-CORE-3A-01
7. PEPPER SPRAY
 - a. WASPC Chapter 18.6, 18.7
 - b. ACA 1-CORE-2B-04
8. INMATE HEALTH CARE

- a. WASPC Chapter 20
 - b. APPLICABLE NCCHC STANDARDS - (in general) Sections B, C, D, E, F, G, H, I
9. EXERCISE RECREATION:
- a. WASPC Chapter 22
 - b. ACA 1-CORE-5C-01 TO 5C-04

Policies that WASPC Standards do not Address: There are several areas that the WASPC policies do not address. We would like Defendants to address these areas in their policies and procedures.

- 1. WOMEN'S HOLDING CELL
 - a. ACA 1-CORE-1A-07
- 2. FEMALE INMATE AND FEMALE STAFF
 - a. ACA 1-CORE-2A-05
- 3. SEGREGATION
 - a. ACA 1-CORE-2A-21 TO 2A-24
 - b. NCCHC J-E-09
- 4. DENTAL CARE
 - a. ACA 1-CORE-4C-12
- 5. MENTAL HEALTH CARE
 - a. ACA 1-CORE-4C-12
 - b. APPLICABLE NCCHC STANDARDS
- 6. SUICIDE PREVENTION
 - a. ACA 1-CORE-4C-13
 - b. NCCHC J-G-05
- 7. DETOXIFICATION
 - a. ACA 1-CORE-4C-14
 - b. NCCHC J-G-07
- 8. PHARMACEUTICALS
 - a. ACA 1-CORE-4C-15
 - b. NCCHC J-H-01
 - c. NCCHC J-D-01 TO 02
- 9. VIDEO PRESERVATION AND RECORD KEEPING

10. VISITATION

- a. Maintain in person visitation.

11. 23 HOUR LOCKDOWN