

**EXTENSION OF THE MEMORANDUM OF AGREEMENT
BETWEEN THE DEPARTMENT OF JUSTICE
AND THE STATE OF MARYLAND REGARDING THE BALTIMORE CITY
DETENTION CENTER**

MEMORANDUM OF AGREEMENT EXTENSION

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I. INTRODUCTION

- A. On October 16, 2000, the United States, through the Department of Justice (“DOJ”), notified the State of Maryland’s then-Governor Parris Glendening of DOJ’s intent to investigate conditions of confinement at the Baltimore City Detention Center (“BCDC”) to determine whether those conditions violated inmates’ constitutional rights. The United States conducted this investigation pursuant to the Civil Rights of Institutionalized Persons Act (“CRIPA”), 42 U.S.C. §§ 1997, and the pattern or practice provision of the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. § 14141.
- B. On August 13, 2002, the United States issued a findings letter pursuant to 42 U.S.C. § 1997(a)(1) which concluded that certain conditions at BCDC violated the constitutional rights of inmates at the facility. Specifically, the DOJ found that BCDC is deliberately indifferent to inmates’ serious medical and mental health needs, persons confined suffer harm or the risk of serious harm from deficiencies in the facility’s fire safety protections and sanitation, and juveniles detained at the facility are not kept safe from potential harm by adult inmates. In addition, pursuant to 42 U.S.C. § 14141, the DOJ found that BCDC violates eligible inmates’ rights to education as required by the Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C.A. §§ 1400-1482 (West, Westlaw through July 3, 2006), and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 794 (“Section 504”).
- C. The State of Maryland and the staff at BCDC cooperated throughout the course of the investigation and indicated a willingness to voluntarily undertake measures to improve conditions at BCDC. Consequently, the parties entered into a Memorandum of Agreement (“Agreement”), effective January 16, 2007, for the purpose of avoiding the risks and burdens of litigation.
- D. The Agreement expired on January 16, 2011. However, in late 2010, the DOJ determined that the State had not yet achieved substantial compliance with several provisions of the Agreement. Accordingly, the Parties have voluntarily agreed to enter into this Agreement extension (“Extension”).

- E. This Extension is not intended to have any preclusive effect except between the parties. Should the issue of the preclusive effect of this Extension be raised in any proceeding other than this civil action, the parties agree to certify that this Extension was intended to have no such preclusive effect.
- F. The parties agree that this Extension does not constitute an admission of liability by the defendants.
- G. The DOJ acknowledges that significant improvements have been made in many areas covered by the MOA, and that the State has achieved substantial compliance with many specific provisions of the MOA. The Parties have deleted provisions, in whole or in part, where the DOJ has determined that the State has achieved substantial compliance with those provisions.
- H. This Extension will not and cannot be used against the State in any proceeding other than a proceeding between the United States and the State for enforcement of the terms and conditions contained in this Extension.
- I. No person or entity is intended to or shall be a third-party beneficiary of the terms, conditions or provisions of this Extension for purposes of any civil, criminal, or administrative action. Accordingly, no person or entity may assert any claim or right as a beneficiary or protected person or class under this Extension. This Extension is not intended to impair or expand the right of any person, entity or organization to seek relief against the State or its elected officials, employees, or agents for their past or future conduct; accordingly, this Extension does not alter any legal standards governing any such claims, including those under any Federal or State law.

II. DEFINITIONS

In this Memorandum of Agreement Extension (“Extension”), the following definitions apply:

- A. “Baltimore City Detention Center” means all buildings of the jail facility located at 401 East Eager Street, Baltimore, MD 21202, as well as any facility that is built to replace or supplement BCDC. The terms of this Extension shall apply to other locations operated by the State of Maryland such as the Baltimore Central Booking and Intake Center (“BCBIC”) and the Metropolitan Transition Center (“MTC”), to the extent necessary to effectuate the terms of the Extension for current or future inmates of BCDC.
- B. “Clinical staff” means medical professionals, mental health professionals, nursing staff, and certified medical assistants.

- C. “Effective Date” means the date the Extension is signed by all parties.
- D. “Generally accepted professional standards” means those industry standards accepted by a significant majority of professionals in the relevant field, and reflected in the standards of care such as those published by the National Commission on Correctional Health Care (“NCCHC”). DOJ acknowledges that NCCHC has established different standards for jail and prison populations, and that the relevant standard that applies under this Agreement may differ for pre-trial and sentenced inmates. As used in this Agreement, the terms “adequate,” “appropriate,” and “sufficient” refer to standards established by clinical guidelines in the relevant field. The Parties shall consider clinical guidelines promulgated by professional organizations in assessing whether generally accepted professional standards have been met.
- E. “IEP” means Individualized Education Program as defined by the Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C. §§ 1400-1490, and the regulations promulgated thereunder.
- F. “Include” or “including” means “include, but not be limited to” or “including, but not limited to.”
- G. “Inmates” means individuals sentenced to, incarcerated in, detained at, or otherwise confined at the Baltimore City Detention Center.
- H. “Inmates with special needs” means inmates: who are identified as suicidal, mentally ill, mentally retarded, seriously or chronically ill, or physically disabled, who have trouble performing activities of daily living, or who are a danger to themselves.
- I. “Isolation” means the placement of an inmate alone in a locked room or cell, except that it does not refer to adults single celled in general population.
- J. “Juveniles” means individuals detained at the facility who are under the age of eighteen (18).
- K. “Medical professional” means a licensed physician, licensed physician assistant, or a licensed nurse practitioner who is employed at BCDC and is currently licensed to the extent required by the State of Maryland to deliver those health services he or she has undertaken to provide.
- L. “Mental health professional” means an individual with a minimum of masters-level education and training in psychiatry, psychology, counseling, psychiatric

social work, activity therapy, recreational therapy or psychiatric nursing, currently licensed to the extent required by the State of Maryland to deliver those mental health services he or she has undertaken to provide.

- M. “Nursing staff” means registered nurses, licensed practical nurses, and licensed vocational nurses employed at BCDC and currently licensed to the extent required by the State of Maryland to deliver those health services they have undertaken to provide.
- N. “The parties” means the State and the United States.
- O. “Security staff” means all employees, irrespective of job title, whose regular duties include the supervision of inmates at BCDC.
- P. “The State” means officials of the State of Maryland, including officials of the Department of Public Safety and Correctional Services and its Division of Pretrial Detention and Services and the Baltimore City Detention Center, as well as the Maryland State Department of Education, and their successors, contractors and agents.
- Q. “Students” means inmates under the age of eighteen (18), and inmates between the ages of eighteen (18) and twenty-one (21) who, in their prior educational placement, had an Individualized Educational Program (IEP).
- R. “Train,” when the term is used in remedial provisions of this Extension, means adequately instruct in the skills addressed, including assessment of mastery of instructional material.

III. MEDICAL AND MENTAL HEALTH CARE

(1) Standard [DELETED]

(2) Record keeping The State shall maintain a unified medical and mental health file for each inmate and all medical records, including laboratory reports, shall be timely filed in the medical file. The medical records unit shall be adequately staffed to prevent significant lags in filing records in an inmate’s medical record. The State shall maintain the medical records such that persons providing medical or mental health treatment may gain access to the record as needed. The State shall implement an adequate electronic medical records system.

Staffing and Training

- (3) Job Descriptions and Licensure [DELETED]
- (4) Staffing The State shall maintain sufficient staffing levels of qualified clinical staff and mental health professionals to provide adequate treatment for inmates' serious mental health needs.
- (5) Mental Health Staff Management The State shall provide adequate mental health management. In addition, the State shall take all reasonable measures to assure that a designated clinical director shall supervise inmates' mental health treatment at BCDC.
- (6) Medical and Mental Health Staff Training [DELETED]
- (7) Security Staff Training [DELETED]

Screening and Treatment

- (8) Mental Health Screening The State shall take all reasonable measures to assure that all inmates receive an appropriate and timely mental health screening by a clinical staff member upon their arrival at BCDC. The State shall take all reasonable measures to assure that such screening enables staff to identify individuals with serious mental health conditions, including mental health conditions and suicidal ideation. Qualified mental health professionals and appropriate clinical staff shall be available to provide further referrals and/or care as medically required.
- (9) Privacy The State shall make reasonable efforts to take all reasonable measures to assure inmate privacy when conducting mental health screening, assessments, and treatment. However, maintaining inmate privacy shall be subject to legitimate security concerns and emergency situations.
- (10) History and Physical [DELETED]
- (11) Referrals for Specialty Care [DELETED]
- (12) Treatment Plans [DELETED]
- (13) Drug and Alcohol Withdrawal [DELETED]
- (14) Pregnant Inmates [DELETED]
- (15) Juvenile Quarantine [DELETED]

(16) Contagious and Infectious Disease Management [DELETED]

(17) Clinic Space and Equipment [DELETED]

Access to Care

(18) Access to Mental Health Services The State shall take all reasonable measures to assure that all inmates have adequate opportunity to request and receive mental health care. Appropriate medical staff shall triage all written requests for medical and/or mental health care within twenty-four (24) hours of submission, and the State shall maintain sufficient security staff to take all reasonable measures to assure that inmates requiring treatment are escorted in a timely manner to treatment areas. The State shall develop and implement a sick call policy and procedure which includes an explanation of the order in which to schedule patients, a procedure for scheduling patients, where patients should be treated, the requirements for clinical evaluations, and the maintenance of a sick call log. Treatment of inmates in response to a sick call slip should occur in a clinical setting.

(19) Segregation Rounds The State shall take all reasonable measures to assure that medical staff make daily sick call rounds in the segregation area to discuss medical care and mental health care issues. The State shall also take all reasonable measures to assure that inmates in segregation have adequate opportunities to contact and discuss mental health concerns with clinical staff in a setting that affords as much privacy as security will allow.

(20) Grievances [DELETED]

Chronic Disease Care

(21) Chronic Disease Management Program [DELETED]

(22) Immunization [DELETED]

Medication

(23) Medication Administration [DELETED]

(24) Continuity of Medication The State shall take all reasonable measures to assure that arriving inmates who report they have been prescribed medications shall receive the same or comparable medication as soon as is reasonably possible, unless a BCDC medical professional determines such medication is inconsistent with generally accepted medical practice. If the inmate's reported medication is ordered discontinued or changed by a medical professional, a medical professional shall conduct a face-to-face evaluation of the inmate as medically appropriate.

(25) Medication Management [DELETED]

Emergency Care

(26) Access to Emergency Care [DELETED]

(27) First Responder Assistance [DELETED]

(28) Automatic External Defibrillators (“AEDs”) [DELETED]

(29) Quality Improvement and Monitoring of Medical Care [DELETED]

Mental Health Care

(30) Treatment The State shall take all reasonable measures to assure that qualified mental health professionals provide timely, adequate, and appropriate screening, assessment, evaluation, treatment and structured therapeutic activities to inmates requesting mental health services, inmates who become suicidal, and inmates who enter with serious mental health needs or develop serious mental health needs while incarcerated.

(31) Suicide Prevention [DELETED]

(32) Monitoring of Suicidal Inmates [DELETED]

(33) Mental Health Restraints and Seclusion [DELETED]

(34) IMHU [DELETED]

Mortality Reviews

(35) Autopsies [DELETED]

(36) Mortality Reviews [DELETED]

IV. SECURITY

(37) Staffing [DELETED]

(38) Contraband [DELETED]

(39) Use of Force [DELETED]

(40) Maximum Facility Capacity [DELETED]

(41) Classification System [DELETED]

V. JUVENILES

(42) Protection from Harm [DELETED]

(43) Segregation The State shall continue to maintain consistent and appropriate policies, procedures, and practices for segregation to be used only when appropriate and in an appropriate manner, and to fully document its use. The State shall continue to provide youth assigned to the disciplinary segregation tier of the juvenile unit for more than 24 hours with due process, including a timely hearing by an impartial official. The State shall continue to utilize a dedicated on-site hearing officer, and an auxiliary on-site hearing officer.

(44) Grievances and Help Requests The State shall maintain an effective grievance and help request system, and take all reasonable measures to assure that grievances and help request forms may be filed confidentially. The State shall also take all reasonable measures to assure that grievances and help requests receive appropriate follow-up, including informing the juvenile of its outcome and tracking implementation of resolutions.

(45) Discipline The State shall continue to maintain policies, procedures, and practices for disciplining juveniles that are appropriate to the juveniles' ages and development.

(46) Out-of-Cell Time The State shall continue to provide sufficient staff to afford juveniles reasonable opportunities to spend time out of their cells. The State shall continue to provide juveniles with at least one hour of large-muscle exercise per day, as consistent with reasonable security considerations.

(47) Staffing of Juvenile Units The State shall continue to take all reasonable measures to assure that security staff in both male and female juvenile units are properly trained in youth development, behavior management and juvenile correctional supervision, suicide prevention, de-escalation procedures, and issues concerning victims of physical and sexual abuse. The State shall provide sufficient numbers of adequately-trained direct care and supervisory staff to supervise youth safely and to protect youth from harm.

(48) Responsibility for Juvenile Services Programs The State shall continue to take all reasonable measures to assure that an individual is designated as responsible for improving and monitoring services provided to juvenile inmates. The State shall provide the designated individual with sufficient tools to monitor the conditions of confinement of the juvenile population including, but not limited to, incident report summaries and statistics, reports of investigation, hearing summaries, and statistical and/or summary reports of grievances and

requests for assistance. The State shall continue to take all reasonable measures to assure that the designated individual has access to a unified institutional file for each juvenile including a copy of all relevant juvenile corrections documents. The State shall involve the designated individual in the facility's quality assurance and continuous quality improvement processes.

(49) Additional Policy Development and Implementation [DELETED]

VI. EDUCATION

Special Education

(50) Provision of Required Special Education [DELETED]

(51) Special Education Identification The State shall continue to maintain a system to identify accurately those juveniles who are eligible for special education and related services.

(52) Assessment [DELETED]

(53) Students with Disabilities [DELETED]

(54) Space and Materials [DELETED]

(55) Enrollment [DELETED]

(56) IEP Meetings [DELETED]

(57) Special Education Integration [DELETED]

(58) Access to Instruction [DELETED]

(59) Transition Planning [DELETED]

Staffing

(60) Permanent Staff [DELETED]

(61) Substitute Teachers [DELETED]

Female Students

(62) Equal Opportunity Female students at BCDC shall receive general and/or special education comparable to male students, based on their individual needs.

VII. FIRE SAFETY AND EMERGENCY PREPAREDNESS

(63) Fire Safety and Evacuations The State shall continue to maintain BCDC in a manner that provides adequate fire safety. The State shall take all reasonable measures to assure that: (a) inmates may be evacuated in a safe and timely manner in the event of a fire emergency; (b) emergency exit routes and stairwells are free of obstacles, maintained in a safe manner, and available for use; and (c) keys may be accurately identified during emergency situations.

(64) Equipment In all buildings at BCDC, the State shall: (a) repair and maintain an operational, effective and secure sprinkler system; and (b) repair and maintain an operational and effective smoke detection and audible alarm system. With regard to the Jail Industries Building, the State represents that it has decided to seek funding for the installation of an appropriate smoke detection and audible alarm system for the residential areas of that building. The State shall conduct regular inspections of its systems and take all reasonable measures to assure their effectiveness and operability.

(65) Fire Hazards [DELETED]

VIII. ENVIRONMENTAL HEALTH AND SAFETY

(66) Sanitation The State shall continue to take all reasonable measures to assure that BCDC is maintained in a clean and sanitary manner, and it shall implement a written sanitation plan requiring routine cleaning and inspections of the facility.

(67) Food Service The State shall continue to take all reasonable measures to assure that food service at BCDC is operated in a safe and hygienic manner. To reduce the risks of food-borne illnesses, the State shall develop and implement a food service plan to take all reasonable measures to assure: a) safe food preparation, handling, and storage; b) proper sanitation of food preparation areas and equipment; and c) appropriate training and supervision of persons responsible for food service.

(68) Pest Control The State shall develop and implement a reasonable integrated pest management program at BCDC facilities.

(69) Maintenance The State shall take all reasonable measures to assure that maintenance requests are responded to in a timely manner, and it shall develop and implement a program for: a) the accurate and timely documentation of all maintenance requests and responses; and b) the routine inspection of facility equipment and systems for safety and operability. The State shall

repair and maintain all broken or malfunctioning or insufficient lighting, plumbing, toilets, sinks, showers, floors, and windows. Within 12 months of the date of this Extension the State shall, to the extent reasonably possible, make all said repairs. However, repairs to the physical condition of the showers, including, but not limited to, inadequate flooring shall be completed within 18 months from the date of this Extension. The State shall continue to take all reasonable measures to continue to address appropriate shower maintenance, including peeling paint and mold. The State shall develop a reasonable written preventative maintenance plan. At a minimum, the plan shall specify a protocol for accurate and timely documentation of all maintenance requests and responses.

(70) Electrical [DELETED]

(71) Ventilation and temperatures [DELETED]

(72) Laundry The State shall take all reasonable measures to assure that inmates are provided with adequate clean clothing and underclothing. The State shall develop and implement an adequate system for laundering all inmates' clothing and linens in a manner that prevents the spread of infectious disease and is consistent with CDC guidelines.

(73) Bedding The State shall continue to take all reasonable measures to assure that inmates are provided with adequate and clean bedding.

(74) Hot Water The State shall take all reasonable measures to assure that water in all inmate-occupied areas is maintained at a temperate below scalding.

IX. QUALITY ASSURANCE

(75) Plan The State shall develop and implement written quality assurance policies and procedures to regularly assess and take all reasonable measures to assure compliance with the terms of this Extension.

(76) Corrective Action Plans The State shall develop and implement policies and procedures to address problems that are uncovered during the course of quality assurance activities.

X. IMPLEMENTATION

(77) Revision of Activities and Documents The State shall revise and/or develop as necessary its current policies, procedures, protocols, training, staffing and practices to take all reasonable measures to assure that they are consistent with, incorporate, address and implement all provisions of this Extension. The State shall revise and/or develop as necessary other written documents such as screening tools, logs, handbooks, manuals, and forms, to effectuate the provisions of this Extension.

(78) Dissemination of Agreement Extension Within thirty (30) days of the effective date of this Extension, the State shall distribute copies of the Extension to all appropriate BCDC staff and explain it as appropriate.

XI. MONITORING, ENFORCEMENT AND TERMINATION

(79) Termination This Extension shall terminate two years after the date this Extension is executed. If upon termination the State has not attained compliance with any of the substantive provisions of this Extension, the United States shall reserve the right to file an action under CRIPA alleging a pattern or practice of unconstitutional conditions seeking remedy for those provisions.

(80) Satisfaction of the Agreement Extension “Substantial Compliance” with each and every term of this Extension for a period of one (1) year shall fully satisfy the Extension. Noncompliance with mere technicalities, or temporary failure to comply during a period of otherwise sustained compliance, shall not constitute failure to maintain substantial compliance. At the same time, temporary compliance during a period of otherwise sustained noncompliance shall not constitute substantial compliance. The parties agree that the standards against which substantial compliance will be monitored are those that are constitutionally required or mandated by federal statute. Discreet substantive provisions of this Extension may be terminated prior to termination of the entire Extension if the Parties agree that the State has reached and sustained substantial compliance with those provisions for one (1) year.

(81) Review and Comment All policies, procedures, plans and protocols required by or referenced in this Extension shall be consistent with the substantive terms of this Extension. Any of these policies procedures, plans and protocols that the United States requests to review shall be provided to the United States within thirty (30) days of the request.

(82) State Response to DOJ Questions Within sixty (60) days of receipt of written questions from the DOJ concerning the State’s compliance with this Extension, the State shall provide the DOJ with written answers and any requested documents regarding the State’s compliance with the requirements of this Extension.

(83) State Documentation of Compliance The State shall maintain sufficient records to document its compliance with all of the requirements of this Extension. The State shall also maintain (so long as this Extension remains in effect) any and all records required by or developed under this Extension.

(84) Implementation The State shall implement policies, procedures, plans, and protocols consistent with its Compliance Reports referred to in paragraph eighty-five (85).

(85) Compliance Reporting The State shall prepare and submit to the United States reports regarding compliance ("Compliance Reports") with each of the Substantive Provisions of this

Extension every six (6) months until substantial compliance is reached. The Compliance Reports shall identify the State's progress along with supporting documentation and certifications. Upon achieving substantial compliance as determined by DOJ with any substantive paragraph(s) of this Extension for one (1) year, no further reporting shall be required on that paragraph.

(86) Compliance Monitoring DOJ representatives of the United States, including its experts, may conduct periodic on-site compliance monitoring tours. The dates and duration of each on-site compliance monitoring visit shall be determined by DOJ representatives with the concurrence of the State. Such concurrence shall not be unreasonably withheld. The State shall provide DOJ representatives with reasonable access to inmates and staff, documents not subject to attorney-client privilege, and information relating to implementation of this Extension. DOJ shall have the right to conduct confidential interviews with inmates, and to conduct interviews with facility staff outside the presence of other staff or supervisors.

(87) Noncompliance If, after reasonable notice to the State, and a reasonable opportunity to cure any deficiencies identified in writing, the United States determines that the State has not substantially complied with this Extension, the United States may pursue litigation against the State. Notwithstanding the foregoing, the United States reserves the right to file an action under CRIPA alleging a pattern or practice of unconstitutional conditions at the facility at any time if it believes the State is not making a good faith effort to substantially comply with this Extension. The United States shall give the State thirty (30) calendar days' written notice before the filing of such action. In the event that the allegations in such an action are litigated (i.e. through a trial or dispositive motions), this Extension shall not be introduced or used as evidence.

(88) Dispute Resolution The parties recognize that there may be areas about which they can not easily agree during the course of implementation of this Extension. In order to address this possibility, the parties agree to consider employing, when necessary, the services of a neutral party and, in that eventuality, to engage in good faith negotiations with such a mediator to resolve such differences promptly and effectively. If pursued, the parties agree to first look to neutral mediators who may be available at no cost, such as ones selected with the assistance of the Federal Mediation and Conciliation Service or available with third party grant funding through the Maryland Mediation and Conflict Resolution Office. Should costs be incurred for a mediator, the parties agree to share equally such costs.

(89) Termination of Subject Matter Provisions The Parties shall meet annually, beginning within one year of the Effective date, to review progress toward achieving substantial compliance with the remaining Extension provisions. If the Parties agree that the State has achieved substantial compliance with all remaining provisions in a particular subject matter, then those provisions shall be exempt from continued monitoring. The Parties shall memorialize any such determinations in an exchange of writings.

(90) Successors This Extension shall be binding on all successors, assignees, employees, and

all those working for or on behalf of the State.

(91) Defense of Agreement Extension The parties agree to defend the provisions of this Extension. The parties shall notify each other of any court challenge to this Extension. In the event any provision of this Extension is challenged in any local or state court, the parties shall seek to remove the matter to a federal court.

(92) Enforcement Failure by either party to enforce this entire Extension or any provision thereof with respect to any deadline or any other provision herein shall not be construed as a waiver of its right to enforce other deadlines or provisions of this Extension.


(93) Non-Retaliation The State agrees that it shall not retaliate against any person because that person has filed or may file a complaint, provided information or assistance, or participated in any other manner in an investigation or proceeding relating to this Extension.

(94) Severability In the event any provision of this Extension is declared invalid for any reason by a court of competent jurisdiction, said finding shall not affect the remaining provisions of this Extension.

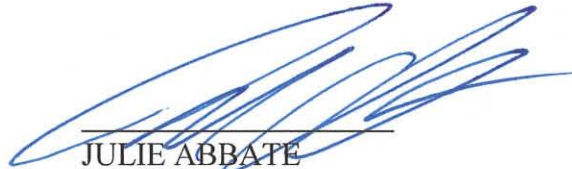
(95) Notice “Notice” under this Extension shall be provided via overnight delivery and shall be provided to the Governor of the State of Maryland and to the Attorney General of the State of Maryland.

(96) Subheadings All subheadings in this Extension are written for convenience of locating individual provisions. If questions arise as to the meanings of individual provisions, the parties shall follow the text of each provision.

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