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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

CHARLES BLACK, et al.,)
) CIV 84-111 PHX-CAM
) STIPULATED PARTIAL
vs.) SETTLEMENT AGREEMENT
)
JAMES G. RICKETTS, et al.,)
)
) Defendants.)

On May 7, 1984, the plaintiffs in this class action lawsuit filed their amended complaint alleging violations of the United States and Arizona Constitutions and Statutes. The parties agree to the submission of this Stipulated Partial Settlement Agreement to the court for its review and approval.

It is agreed by and between the parties as follows:

1. This agreement is entered into as a Partial Settlement of existing disputes between the plaintiff class and the defendants as to appropriate policies, procedures and practices necessary to operate the Administrative Segregation Unit of the Arizona State Prison in a manner which will satisfy

1 federal and state constitutional and statutory standards. The
2 agreement additionally provides for specific, definable and good
3 faith efforts to be made by the defendants to achieve certain
4 goals for implementing and enforcing these standards.

5 2. The class of plaintiffs agree that they shall
6 seek no further injunctive relief as to the issues agreed upon
7 herein save and except to enforce the provisions of this
8 agreement.

9 Correspondingly, the defendants agree not to raise
10 any defenses previously alleged in the pleadings as to the
11 requested injunctive relief but may object and raise defenses as
12 to whether and to what extent they have met the terms and
13 conditions of this agreement.

14 3. The plaintiffs brought this suit as a class action
15 seeking to represent members of the class for purposes of
16 securing declaratory and injunctive relief. For purposes of
17 this agreement, the class shall be those persons which the court
18 has previously identified and certified as members of the class
19 pursuant to its order dated May 25, 1984, consistent with
20 Rule 23, Fed. R. Civ. P.

21 4. The defendants agree to operate all units housing
22 class members in a manner consistent with the terms of this
23 agreement, and the Constitutions and laws of the State of
24 Arizona and of the United States.

25 However, this agreement in no way constitutes an
26 adjudication or finding of any present or past unlawful

1 practice by the defendants, it being fully understood that the
2 defendants unequivocally deny that any such acts or practices
3 exist or have occurred.

4 5. In the event any provision of this agreement
5 results in ambiguous interpretation or misunderstanding between
6 the parties, the party complaining of such misunderstanding
7 shall notify the parties by mail. The parties shall have
8 thirty (30) days following receipt of notification to resolve
9 the problem. If the parties are unable to reach agreement
10 within thirty (30) days, the issue shall be submitted to the
11 Court for resolution. The thirty (30) day time limit may be
12 shortened or extended upon agreement of the parties. No
13 attorneys fees or costs shall be awarded for such clarification
14 if resolved without court intervention.

15 In the event any provision of this agreement is held
16 unlawful by a court of competent jurisdiction, all other
17 provisions of this agreement shall remain in effect and only
18 the rights and/or obligations established in the voided portion
19 shall be extinguished.

20 6. The parties agree to retain an independent monitor,
21 who shall be a person acceptable to both parties, to observe
22 and report upon compliance with the terms of this agreement,
23 and to give advice and recommendations to either party upon
24 request. The parties have agreed to the appointment of Alan
25 Breed as monitor. If in the future the parties are unable to
26 agree upon an individual to serve as monitor, each party will

1 submit the name of three (3) persons willing to serve in this
2 capacity to the court. The court will then appoint the monitor
3 from this proffered list.

4 Fees and expenses of the monitor will be borne by the
5 defendants, and will be limited to a schedule agreed upon by
6 the monitor and the defendants.

7 In carrying out the monitor's duties, consistent
8 with the legitimate requirements of security, the monitor shall:

9 a. have unobstructed access to staff, inmates or
10 other knowledgeable persons for interviews or written communica-
11 tions regarding conditions within the institution. Such inter-
12 views or other communications may be held in private, and the
13 names of those interviewed may be held in confidence by the
14 monitor if requested by the individual interviewed, or if the
15 monitor believes that release of such information poses a
16 substantial risk to the person interviewed. The monitor shall
17 not include in any report information gained from anonymous
18 sources unless that information has been otherwise substantiated.
19 Any names of persons interviewed withheld from the defendants
20 will likewise be withheld from plaintiffs. The Director of
21 the Arizona Department of Corrections shall be given the content
22 or nature of such interviews or communications in a manner
23 which shall preserve the confidentiality of the source of
24 the information.

25 B. have complete and unobstructed access to files,
26 records, reports, memoranda and other documents within the

1 defendants' custody for purposes of compliance with the terms
2 of this agreement;

3 c. have the authority to retain experts to evaluate
4 the technical areas of medical-psychiatric care, sanitation,
5 classification and fire safety when such assistance becomes
6 necessary to adequately assess compliance. Local experts will
7 be used when available. The experts' fees and costs will be
8 paid by defendants;

9 d. have unobstructed access to tour and inspect the
10 institutions. Ordinarily the monitor will inform the Director
11 of Corrections of his plans to visit the institutions, but
12 may visit unannounced if necessary.

13 e. not be subject to dismissal except upon agreement
14 of both parties, or by the court upon motion of one of the
15 parties and a showing of good cause.

16 7. The monitoring period shall continue for 18 months
17 from the date of the approval by the court of this Stipulated
18 Partial Settlement Agreement. During that time the monitor
19 shall prepare three (3) reports summarizing the monitor's
20 findings and evaluations. Copies of such reports shall be
21 provided to counsel for the parties. The parties shall have
22 thirty (30) days from the date a report is issued to resolve
23 any disputes. After the expiration of those thirty (30) days,
24 either party may initiate court action to resolve a dispute
25 arising from the monitor's report.

26 8. Counsel for plaintiffs will be provided with notice

1 of all communications between the monitor and defendants, of
2 all visits by the monitor, and of all material required by
3 and/or delivered to the monitor by the defendants. Counsel
4 for the defendants will be provided with notice of all
5 communications between the monitor and plaintiffs' counsel.
6 Counsel for the plaintiffs and defendants will also be given
7 a summary of all materials reviewed by the monitor. Upon
8 request by counsel for the plaintiffs, the defendants will
9 provide copies of any documents reviewed by the monitor that
10 would be otherwise relevant and discoverable under the Federal
11 Rules of Civil Procedure.

12 9. The monitor, with the agreement of both parties,
13 shall have authority to extend the monitoring period for an
14 additional twelve (12) months to allow for compliance, in which
15 case the monitor will prepare two (2) more reports of findings
16 and evaluations.

17 10. Attached hereto are appendices which are incorp-
18 orated as part of this Partial Settlement Agreement and which
19 specify the particular relief contemplated by this Agreement.
20 Appendices I and II are not subject to modification.

21 11. The parties agree that this Stipulated Partial
22 Settlement Agreement will be honored and fulfilled in the
23 utmost good faith and that, should either party breach any
24 portion of the Agreement, at any time, the other party may
25 seek enforcement upon motion to the court.

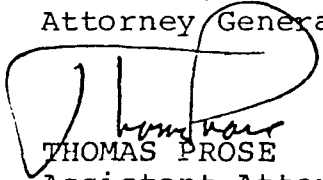
26 12. The effective date of this Stipulated Partial

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Settlement Agreement is the date on which it is approved by
this court.

DATED this 26th day of October, 1984.

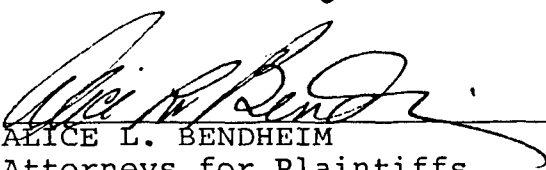
ROBERT K. CORBIN
Attorney General



THOMAS PROSE
Assistant Attorney General
Attorney for Defendants



CLAUDIA WRIGHT



ALICE L. BENDHEIM
Attorneys for Plaintiffs

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APPENDICES

I Medical, Psychiatric, Dental

Defendants shall provide treatment services, trained and qualfied health care staff, and facilties and equipment in sufficient quantity and quality in order to maintain adequate medical and mental health care for inmates in keeping with professionally recognized health care standards. In order to provide adequate health care, defendants shall, at a minimum take the following measures:

A. All health care staff shall be fully licensed, certified, and registered by appropriate state and federal bodies.

B. A fully licensed physician shall be responsible for the administrative segregation unit and shall hold clinic on the unit at least once per week. The physician shall review on a daily basis the physician's assistant/patient contact, assessing both quantity of patient contact and quality of care provided.

C. The CMA shall continue to make rounds at least 5 days per week in order to conduct sick call screening. Sick call shall continue to be performed by the physician's assistant responsible for the unit at least 5 days per week.

D. Unimpeded and ready access to medical ahd mental health care services shall be provided at all times. Corrections personnel shall be assigned in sufficient numbers to escort - inmates to medical services without undue delay when so

1 requested by medical personnel.

2 E. At least one day per week of additional dental
3 coverage, for a total of two days per week, shall be provided.

4 F. Special therapeutic diets, prescribed by appro-
5 priate medical authorities, shall be provided. Diet prescriptions
6 should be specific, complete and rewritten monthly,

7 G. Emergency medical drills shall be conducted on
8 a regular basis. Correctional officers shall have standard
9 first aid training and, minimally, one health trained officer
10 per shift shall be trained in cardiopulmonary resucitation
11 (CPR).

12 H. Each and every contact with an inmate patient
13 by any and all health care staff shall be appropriatedly noted
14 in the inmate's medical record.

15 I. A patient-to-nurse call system shall be installed
16 in the infirmary area.

17 J. In addition to psychiatric coverage, a qualified
18 mental health professional (either a clinically trained
19 psychologist or a psychiatric social worker with clinical
20 training) who meets educational and licensure/certification
21 criteria specified by his/her respective discipline and who
22 is clinically trained in psychopathology shall be assigned to
23 and responsible for providing adequate mental health care and
24 treatment.

25 K. A psychiatric nurse shall make rounds in admin-
26 istrative segregation at least once per week. The mental

1 health professional described in ¶ J above shall make rounds
2 in the designated observation areas (now Wing 4) as necessary.

3 L. Referrals to the psychiatrist shall be made and
4 addressed on a timely basis in order to provide prompt adequate
5 attention.

6 M. All major tranquilizers and anti-depressants
7 shall be prescribed and supervised or reviewed by a psychiatrist
8 on a regular basis depending on the requirements of the parti-
9 cular patient. Psychotropic medications shall be properly
10 distributed only on a per dosage basis by appropriate and
11 trained medical personnel. In the event a psychotropic
12 medication is injected, a notation shall be placed immediately
13 in the inmate's medical record. The prescription and administra-
14 tion of psychotropic medications shall in no instance be used
15 to punish inmates.

16 N. The mental health professional described in ¶ J
17 above shall conduct a review of the health records and insti-
18 tutional file of each inmate admitted to administrative
19 segregation within two weeks of his admission and, if necessary,
20 a mental health screening shall be conducted within one week
21 of this record review.

22 O. If the examining psychiatrist determines that an
23 inmate is overtly psychotic or is seriously depressed and
24 potentially suicidal, the inmate shall be admitted to an
25 appropriate hospital setting.

26 P. If a suicidal inmate must be temporarily held

1 in the observation area prior to removal from the unit to a
2 more appropriate setting, an appropriate suicide watch shall
3 be employed. If an inmate is overtly suicidal, he shall be
4 immediately evaluated by the mental health professional described
5 in ¶ J above or by a psychiatrist. Prior to this evaluation,
6 the inmate shall be continuously visually observed.

7 II Access to Courts

8 A. Defendants shall comply with Wilkinson v.
9 MacDougall, No. CIV 81-1397 PHX CAM (MS), (January 5, 1984).

10 B. Consistent with security requirements, inmates
11 in administrative segregation shall be allowed to work in
12 the law library with co-defendants or co-plaintiffs in the
13 preparation of their cases.

14 C. Persons confined in administrative segregation
15 shall be allowed reasonable access to the law library.

16 D. Designated administrative segregation inmates
17 may assist other inmates in the preparation of their cases
18 consistent with policy number 302.11 (April 23, 1984).

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