

THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

JIMMY DOE, WILLIE ROE, JOHNNY  
WOE, DANNY ZOE, CHARLIE ROE and  
ANDREW LOE on behalf of themselves  
and all others similarly situated,

Plaintiffs,

v.

COOK COUNTY and CLARA COLLINS,  
Superintendent, Cook County Juvenile  
Detention Center,

Defendants.

No. 99 C 3945

Hon. John A. Nordberg

Magistrate Judge Martin C. Ashman

**MEMORANDUM OF AGREEMENT**

**INTRODUCTION**

Plaintiffs, juveniles detained at the Cook County Juvenile Temporary Detention Center ("JTDC"), filed this lawsuit on June 15, 1999, seeking declaratory and injunctive relief under 42 U.S.C. § 1983 to redress violations of the Due Process Clause of the Fourteenth Amendment to the United States Constitution. The named plaintiffs and the class they represent sought relief for alleged violations of their rights due to practices and conditions at JTDC involving inadequate medical, dental, and mental health care, violence, abuse, neglect, unfair discipline, and inadequate access to educational services.

**Parties**

Plaintiffs filed their complaint on behalf of themselves and all persons who have been, are, or will be confined at JTDC. Named plaintiffs Jimmy Doe, Willie Roe, Johnny Woe, Danny Zoe, Charlie Roe, and Andrew Loe were juveniles who were detained at JTDC at the time the Complaint or the Second Amended Complaint was filed, and who were allegedly subjected to unconstitutional

conditions and practices at JTDC. Because they are juveniles, they have filed this case using pseudonyms to protect their identity.

Defendants are Cook County and the current superintendent of JTDC, Clara Collins. Superintendent Collins was named in the lawsuit solely in her official capacity.

### **Plaintiffs' Complaint**

Plaintiffs filed a Complaint, Amended Complaint, and Second Amended Complaint in which they alleged, among other things, that: the JTDC was overcrowded, unsafe, and filthy; they had been the subject of assaults by other detainees and by staff; they had not received appropriate medical or mental health care; they had been confined in their rooms for inappropriate amounts of time and otherwise unfairly disciplined; they did not receive sufficient exercise; the grievance system was inaccessible and ineffective; staff retaliated against residents who made complaints; the institution was understaffed and staff were poorly trained and supervised; and they were denied access to adequate educational services. Plaintiffs also alleged that these conditions and practices had persisted for several years, beginning prior to the appointment of Superintendent Collins, as the result of gross mismanagement and inadequate resources and that Cook County officials had repeatedly and deliberately refused to address these problems.

Defendants have denied and continue to deny the allegations contained in Plaintiffs' Complaint, Amended Complaint, and Second Amended Complaint.

### **Settlement process**

On the basis of the extensive discovery conducted in this case, the parties have engaged in settlement negotiations in an effort to avoid the burden, costs, and inherent risks of litigation. Based

on these considerations, plaintiffs and defendants have determined that it is in the interests of the certified class and the public to settle this action by entering into this Agreement.

The parties agree that this Memorandum of Agreement is in full compliance with the requirements for settlement of a class action and prospective injunctive relief pursuant to the Prison Litigation Reform Act, 18 U.S.C. § 3626.

This Agreement is the result of a compromise and settlement and is not a determination of liability. Nothing herein shall be considered an admission of fault of any kind by the defendants, nor shall anything herein be considered a reflection of any weakness of proof by plaintiffs.

Having carefully reviewed this Agreement, the parties being in agreement hereto, and the Court being fully advised of the premises, IT IS HEREBY AGREED:

**Definitions**

1. As used herein, the following terms have the following meanings:
  - a. "ACA Standards" shall mean those standards for juvenile detention and care promulgated by the American Correctional Association.
  - b. "Annual Plan" means a document created by defendants and provided to class counsel for plaintiffs describing in detail the specific actions that defendants will undertake during the following fiscal year and setting forth the actions taken to date to comply with the Implementation Plan and this Agreement. The "Annual Plan" should correspond with the "Implementation Plan" defined in paragraph (h) below or explain any deviation therefrom.
  - c. "Annual Reports" means documents created by defendants and provided to class counsel for plaintiffs that, on an annual basis, provide information regarding compliance with this Agreement, the Implementation Plan, and the Annual Plan.

- d. "Agreement" means this Memorandum of Agreement.
- e. "extraordinary circumstances" means those circumstances described in Paragraph 65 of this Agreement.
- f. "fixed restraint" means restraints that are affixed to furnishings, walls, ceilings or floors.
- g. "JTDC," "facility" or "institution" means the Cook County Juvenile Temporary Detention Center located at 1100 South Hamilton Avenue in Chicago, Illinois.
- h. "Implementation Plan" or "Plan" means a plan developed by defendants detailing the specific actions necessary to fulfill the requirements of each provision of this Agreement, other than the "Education" section of this Agreement.
- i. "include" and "including" mean including but not limited to.
- j. "mechanical restraint" means the direct restriction through mechanical means of the limbs, head or body of a resident, except as part of a medically prescribed procedure for the treatment of an existing physical disorder or the amelioration of a physical handicap.
- k. "Monitor(s)" means the individual or individuals assigned to monitor the JTDC's compliance with this Settlement Agreement, as set forth in Paragraph 60 of this Agreement.
- l. "NCCHC Standards" shall mean the Standards for Health Services in Juvenile Detention and Confinement Facilities promulgated by the National Commission on Correctional Health Care.
- m. "physical restraint" means the direct restriction of the limbs, head or body of a person by person-to-person contact, without the aid of material or mechanical devices.
- n. "qualified health care professional" shall have the meaning set forth in

Standard Y-02 of the NCCHC Standards.

o. "qualified mental health professional" shall have the meaning set forth in Standard Y-36 of the NCCHC Standards.

p. "resident" or "youth" means a resident of JTDC, and includes youths who are being transported to or from the facility and between the court and the facility.

q. "room confinement" means the confinement of a resident in a room, including the resident's own room, when the room is locked or the child is authoritatively told not to leave, except when residents are relegated to their rooms during regular overnight hours or when appropriate for brief (*i.e.*, less than thirty minutes) periods of time when necessary for security purposes as part of the normal daily routine (*i.e.*, during the daily showering or meal cleanup period) when no less restrictive measures will adequately protect security.

r. "Illinois Administrative Code" or "Juvenile Detention Standards" shall refer to those portions of the Illinois Administrative Code as they may relate to the operation of a Juvenile temporary Detention Center.

s. In the event that new laws and/or standards are implemented or existing laws and/or standards are modified and/or revised, the Defendants will be allowed a period of time not to exceed six months to implement such laws and standards absent compelling circumstances which require earlier implementation or additional time to reach compliance.

**Disclaimer**

2. Where a section of the Illinois Administrative Code specifically addresses a service, program, practice or policy of the facility, that service, program, practice or policy will be presumed to be adequate absent evidence that: (a) that service, program, practice or policy does not meet the

requirements of the NCCHC Standards and/or ACA Standards cited in this Agreement; (b) the accepted practice, community standard or professional judgment in the relevant field is inconsistent with the Illinois Administrative Code section; or (c) although the JTDC's written policies comply with the Illinois Administrative Code section, the JTDC's actual practice or actions are inconsistent with those written policies. Nothing in this agreement is intended to preclude individualized and professionally appropriate decisions regarding health care and treatment.

3. The provisions set forth in this Agreement are solely for the purpose of settlement of this action and by entering into this Agreement, neither party makes any express or implied admission of fact or law.

4. This Agreement shall apply only to those persons who are members of the plaintiff class. This Agreement creates no rights in favor of any other person and creates no obligations or duties on the part of defendants beyond the terms of this Agreement. Nor shall this Agreement create any right enforceable in any proceeding other than this case. Nothing set forth in this Paragraph shall bar or limit this Court's power to enforce the terms of this Agreement.

5. Pursuant to the terms of this Agreement, upon approval of this Agreement by the Court, this matter will be dismissed without prejudice, and jurisdiction over the litigation will be expressly retained by the Court to enter any orders necessary or appropriate to enforce the terms of this Agreement.

**Purpose of Agreement and Standard of Care for Class Members**

6. It is the purpose of this Agreement to assure that defendants house residents in an environment that, at a minimum, is safe and clean, is free from excessive and unfair discipline, and provides adequate care and services, including adequate food, shelter, medical services, mental

health care, and provides an adequate environment for educational services, including security and transportation services. Defendants' responsibility to provide such care for plaintiffs includes an obligation to create and maintain a system which assures that youth are treated in conformity with the following standards of care:

- a. Residents shall be reasonably protected from physical and psychological harm;
- b. Residents shall receive adequate food, shelter, and clothing;
- c. Residents shall receive appropriate medical, dental and mental health services, including all of the services required in the standards cited in this Agreement;
- d. Residents shall receive adequate social and recreational programming;
- e. Residents shall not be subjected to (i) discipline without due process, or (ii) excessive or inappropriate discipline, as referred to in Paragraphs 48-52 of this Agreement;
- f. Residents shall be housed and disciplined in the least restrictive way appropriate under the circumstances;
- g. The defendants will do everything reasonably within their control to see that residents receive an adequate education. The defendants responsibility with regard to education for purposes of this litigation is limited to ensuring access to an adequate education. This includes: (1) maintaining an adequate physical facility for education, (2) providing adequate security, and (3) developing and implementing a schedule for transporting residents to and from school that assures that residents will have the opportunity to receive the hours of educational services mandated by law. Nothing in this Agreement requires the defendants to assume responsibility for the direct delivery of educational services, nor does it preclude plaintiffs from seeking relief from any individuals,

parties or entities who are legally responsible for the direct delivery or quality of educational services.

7. In order to comply with the terms of this Agreement, defendants will create and maintain a system which:

- a. keeps residents reasonably safe, clean, and adequately housed and fed;
- b. provides for the prompt identification of the medical, dental, mental health and developmental needs of youth, and timely access to adequate medical, mental health, and developmental services;
- c. provides adequate social and recreational programming;
- d. provides due process of law to youth who are being disciplined;
- e. houses and disciplines youth in the least restrictive manner appropriate under the circumstances;
- f. provides for the aspects of residents' education described in Paragraph 6(g) of this Agreement.

#### **IMPLEMENTATION PLAN**

8. **Overview of the Implementation Plan.** Defendants will create and implement a plan to accomplish the obligations enumerated in Paragraphs 6 and 7 above (the "Implementation Plan" defined in Paragraph 1(h)). The Implementation Plan will establish specific tasks, timetables, goals, programs, plans, strategies, and protocols to assure that JTDC meets the standard of care established in Paragraphs 6 and 7 of this Agreement.

9. **Contents of the Implementation Plan.** Within ninety (90) days of the entry of an order by the Court approving this agreement, defendants will provide the Monitor(s) and class



counsel for plaintiffs with an Implementation Plan. The Implementation Plan will describe the defendants' actions necessary to fulfill the requirements of each provision of this Agreement, including:

- a. a description of the rules, protocols, forms, procedures, or other directives which will be used;
- b. a timetable for completing each task described in the Implementation Plan;
- c. a description of the hiring, training, and supervision of the personnel necessary to implement this Agreement;
- d. a description of any other actions necessary to achieve and maintain compliance with this Agreement;
- e. following discussions with the Monitor(s) and class counsel for plaintiffs, a description of the content and format of the performance indicators to be used to assist in evaluating defendants' compliance with the terms of this Agreement, in accordance with Paragraph 64 below;
- f. The defendants may omit from the Implementation Plan a description of any or all of the foregoing items if additional information or experience is necessary before the defendants can identify the means by which it will comply with a particular provision of this Agreement. In that event, the Implementation Plan will describe the information or experience required; the methods defendants shall employ to secure the information or experience, including any evaluations, surveys, studies, or pilot programs; and a general description of timetables for formulating plans, policies or programs based on this information or experience. The defendants will complete the process of obtaining any such information or experience, and will achieve substantial compliance with all of the terms of this Settlement Agreement, within one year of court approval of

this Agreement absent compelling circumstances which require earlier implementation or additional time to reach compliance.

10. **Overview of the Educational Plan.** Within ninety (90) days of the entry of an order by the Court approving this agreement, defendants, will create and implement a plan (in compliance with Paragraph 6l below) to provide all of the services and programs within their control related to the aspects of residents' education described in Paragraph 6(g) of this Agreement.

### **OVERSIGHT AND MANAGEMENT**

11. **Oversight and management.** Defendants will assure that JTDC complies with the programs, plans, strategies, objectives and protocols identified in the Implementation Plan. To achieve this goal, defendants will establish, within the Implementation Plan, a system of oversight and management which reasonably assures that the defendants (a) adequately collect information from the institution regarding compliance with the Agreement or Implementation Plan; (b) adequately collect data on all incidents raising concerns about deficiencies or problems in the care and treatment provided to residents, including injuries, accidents, medical emergencies, discipline of residents and staff, violence, abuse and neglect; and (c) timely address and remedy any and all deficiencies or problems with compliance that arise.

12. **Staff training and discipline.** Defendants will assure that all staff are properly trained to perform their assigned functions and duties. To achieve this goal, the Implementation Plan will describe appropriate hiring standards and procedures as well as a plan for staff training. Training will adequately cover all subjects necessary for the implementation of this Agreement, including: security procedures, supervision of juveniles, prevention of physical and/or verbal abuse, signs of suicide risks, suicide precautions, communication skills, counseling techniques, medical

emergencies, crisis prevention, social/cultural lifestyles of the juvenile population, cultural diversity, appropriate and safe use of interventions such as restraints and room confinement. The defendants will also maintain an adequate system of staff oversight and discipline which reasonably assures that alleged incidents of abuse, neglect, and other staff misconduct are properly and promptly investigated and appropriate action is taken where warranted.

### **PHYSICAL AND MENTAL HEALTH CARE**

13. Overview of provision of health care for residents in custody. The defendants will assure that all residents are provided with appropriate physical, dental and mental health care. To achieve this goal, the Implementation Plan will assure that all residents are provided with those services that meet the NCCHC Standards that are cited in this Agreement. The Implementation Plan will include a description of the actions the defendants will take to assure that all residents are appropriately screened for physical, dental, and mental health problems, promptly treated when appropriate, and provided with regular mental, physical and dental health care in accordance with the standard of care for the appropriate medical discipline. The Implementation Plan will include a description of the care and services detailed in Paragraphs 14-32 below. In addition, the Implementation Plan shall acknowledge and reasonably accommodate the operational, custodial, scheduling and supervision of security and movement requirements of the JTDC.

14. **Health screening.** The defendants will assure that all residents receive an appropriate and timely evaluation of their health and mental health needs and that an appropriate plan for the care of each individual youth is developed and implemented. To achieve this goal, the Implementation Plan will describe the actions to be taken so that every resident upon arrival at the JTDC: (a) receives a screening that complies with Standard Y-34 of the NCCHC Standards; (b)

receives a health assessment that complies with Standard Y-35 of the NCCHC Standards; (c) receives a mental health assessment that complies with Standard Y-36 of the NCCHC Standards; and (d) receives oral screenings, education and examinations that comply with in Standard Y-37 of the NCCHC Standards. The Implementation Plan will describe the specific actions that defendants will take to assure that appropriate services are timely provided to address the health, mental health or dental needs of each resident identified in the screenings and evaluations described in Paragraphs (a) through (d) above. Such services will be structured and delivered in a manner that complies with Standards Y-1 through Y-71 of the NCCHC Standards.

15. **Preventative services.** The defendants will assure that all residents receive appropriate preventative services to inhibit disease and promote physical and mental health. To achieve this goal the Implementation Plan will include a description of the actions the defendants will take to reasonably assure that appropriate preventative services are provided to residents while residents are within the facility. The preventative health care program will include appropriate immunizations, periodic health evaluations of all residents, appropriate health education of residents and staff, a plan for communicable disease control, and reproductive health services. It will also include a plan to assure that the diet provided to all residents, including those whose health or religion requires special dietary accommodations, meets appropriate minimum standards for quality and quantity.

16. **Identification of health or mental health concerns.** The defendants will reasonably assure that residents who develop health or mental health needs or problems after admission to the facility, or whose health or mental health problems were not detected upon admission, will be promptly identified and treated while within the facility. To achieve this goal, the Implementation

Plan will describe the actions the defendant will take reasonably to identify youth who have developed health or mental health concerns since the admission screening, those whose health or mental health care needs have changed, or those whose health or mental health care needs were not detected upon admission. The Implementation Plan will include a training program to help non-mental-health staff identify mental health needs that arise. The Plan will also require that, when medically indicated, the JTDC will prepare a discharge plan to provide for continuity of care according to the requirements in Paragraph 30 below. Such services will be structured and delivered in a manner that complies with Standards Y-1 through Y-71 of the NCCHC Standards.

17. **Assessment and treatment for acutely sick and injured youth.** The defendants will assure that all residents receive adequate care for acute illness and injury during the time they are detained. To achieve this goal, defendants will include in the Implementation Plan a program to administer appropriate health services to address acute illness and injury while residents are within the facility. The Plan will describe procedures and practices that reasonably assure the detection and care of illnesses and injuries, a system for management and dispensing of medications, a system for monitoring side effects of medication, a plan for follow-up care, a system to allow residents unimpeded, confidential access to medical staff, a protocol for referring residents to specialists employed by the Cook County Bureau of Health Services ("BHS"), and, in the event appropriate specialists are not available through the BHS, to outside service providers, and a protocol for responding appropriately to medical emergencies. The Plan will also require that, when medically indicated, the JTDC will initiate a discharge plan to provide for continuity of care according to the requirements in Paragraph 30 below.

18. **Special services for youth with chronic or disabling medical conditions.** The defendants will assure that all residents receive appropriate care for chronic or disabling medical conditions while within the facility. To achieve this goal, the defendants will include in the Implementation Plan a program to administer appropriate health treatment for chronic or disabling medical conditions. The Plan will include an appropriate and organized system of care for chronically ill youth including: an appropriate plan for detection and care of chronic or disabling conditions, a system for regular physician follow-up visits, screening tests to diagnose and treat complications, patient education to recognize acute complications early and initiate intensive management, a system for management and dispensing of medications, a system for monitoring and addressing side effects of medication, a system to allow youth prompt, confidential access to medical staff, and a protocol for referring youth to specialists and outside service providers when appropriate. The Plan will also require that, when medically indicated, the JTDC will initiate a discharge plan to provide for continuity of care according to the requirements in Paragraph 30 below.

19. **Treatment of mental health needs.** The defendants will assure appropriate treatment and services for all youth within the facility with mental health needs. To achieve this goal, the Implementation Plan will describe actions to be taken to assure: (a) appropriate provision of mental health counseling and treatment; (b) that all residents are treated in the least restrictive manner appropriate; (c) that youth whose mental health needs cannot be met within the institution are timely referred to competent specialists and other professionals from within BHS, and in the event that appropriate specialists are not available through the BHS, to competent outside service providers; (d) that all staff who interact with residents are adequately trained and a plan is implemented for appropriate treatment of mental health emergencies; and (e) that youth who require hospitalization

for acute mental health problems are promptly referred to an appropriate hospital program for children or adolescents for evaluation and treatment. The Plan will also require that, when medically indicated, the JTDC will prepare a discharge plan to provide for continuity of care according to the requirements in Paragraph 30 below.

20. **Sufficient staff, space, supplies and equipment to implement an adequate health care program.** The defendants will assure that the facility has sufficient space, staff, supplies, and equipment needed to adequately meet the health and mental health needs of JTDC residents. To achieve this goal, the Implementation Plan will include a description of the actions the defendants will take to maintain or procure sufficient staff, space, supplies and equipment to meet these needs. The Plan will include hiring and retaining a sufficient number of appropriately trained and qualified medical staff and administrative staff to provide adequate health, mental health and dental services, custodial staff to accommodate, move and supervise residents requiring care, acquisition and maintenance of appropriate equipment and supplies, and acquisition or designation of appropriate space for confidential treatment and counseling.

21. **Record keeping.** The defendants will assure that adequate health and mental health records are kept for all residents consistent with NCCHC Standards Y-60 and Y-61. To achieve this goal, the Implementation Plan will establish a system of keeping health records that (a) assures appropriate confidentiality; (b) provides appropriately detailed health assessments, plans for care and progress notes for each resident; and (c) can, upon request of a parent, guardian, or resident (when permitted or required by law), readily be transferred to new health care providers when a resident is released or relocated.

22. **Confidentiality of health information and services.** The defendants will assure that any information that JTDC creates or maintains regarding resident health or mental health will remain confidential. The defendants will also assure that residents can access health and mental health care in a confidential manner. Toward this end, the defendants will include in the Implementation Plan a system for maintaining confidential medical and mental health records consistent with NCCHC Standards Y-60 and Y-61. The Plan will also establish a system to allow youth to request and receive health care and mental health services in a confidential manner without having to reveal information about their health care needs to non health care staff. However, in the event that dissemination of a resident's medical information is necessary to protect the health of that resident, release of medical alert information can be made to direct care staff with the approval of the Medical Department. Nothing in this Paragraph shall limit the ability of the JTDC to disseminate certain medical records pursuant to law in pursuit of reimbursement for care and treatment rendered from Medicaid or any insurance carrier.

23. **Standards for prescribing, storing and dispensing medications.** The defendants will assure that all medications are prescribed, administered, stored, and dispensed according to applicable legal and professional standards. To achieve this goal, the Implementation Plan will include a description of the actions the defendants must take to prescribe, administer, store, and dispense medication in a manner that complies with legal and professional standards and security and accountability requirements of the JTDC, including appropriate protocol for respecting patients' rights to refuse medication and avoiding unnecessary use of psychoactive medications for disciplinary purposes or inappropriately to control behavior. The JTDC will follow NCCHC standard



Y-67 concerning the right to refuse treatment. Additional protocols will be developed to address the event that a refusal to take medication endangers the health of the patient and others.

24. **Suicide hazards.** The defendants will assure that the facility is reasonably free of suicide hazards. To accomplish this goal, the Implementation Plan will include policies and practices consistent with Standard Y-53 of the NCCHC Standards for (a) identifying and reasonably minimizing suicide hazards in the general population, and (b) providing an environment reasonably free of suicide hazards for those residents who have been identified as being at risk for suicide.

25. **Rules regarding resort to use of force and restraint.** Defendants may not use any form of force against any resident other than approved forms of mechanical and physical restraint, absent extraordinary circumstances. Use of force will be terminated as soon as force is no longer necessary. When the use of force is authorized, only the least force necessary under the circumstances shall be employed. JTDC personnel will not use guns, knives or other weapons capable of inflicting serious injury. Mechanical and physical restraint may only be used for therapeutic purposes (as described in Paragraph 27) or security purposes (as described in Paragraph 57). The defendants will not use any form of fixed restraint for disciplinary or security purposes or chemical agents (such as gas and pepper spray) at any time or for any reason. This prohibition does not preclude the use of fixed restraints in the event that a qualified health care professional has concluded that no other less restrictive treatment is appropriate for therapeutic purposes and the mode of restraint to be employed is one specifically designed for and that is generally accepted in the community to be appropriate for therapeutic purposes as described in Paragraph 27 below and the restraints are used in accordance with the Illinois Mental Health and Disabilities Code. Fixed

restraints shall only be used for short periods of time until transportation is provided to a medical facility or the resident is released from restraints.

26. **Rules regarding room confinement.** Residents may be confined in rooms only for therapeutic purposes (as described in Paragraph 27), for disciplinary purposes (as described in Paragraph 49) or for security purposes (as described in Paragraphs 57-59). All other uses of room confinement are forbidden.

27. **Therapeutic restraint and room confinement.** The defendants will assure that restraint and room confinement ordered for therapeutic purposes are safely administered and used only where medically necessary to prevent a resident from causing physical harm to himself or others. The Implementation Plan will include the actions defendants will take consistent with NCCHC Standards to assure the safe and appropriate use of restraint and room confinement for therapeutic purposes. The policies therein will include the following:

a. **Overview of therapeutic restraint and room confinement.** In no case may mental health staff or any other staff member use therapeutic restraint or therapeutic room confinement to discipline a resident or as a convenience for staff. Medical and mental health staff will not make decisions about whether the behavior of any particular resident warrants disciplinary action. Nothing in this Paragraph precludes any mental health or medical staff from reporting, or otherwise providing information regarding, personal observations of resident behavior whether or not such reports or information lead to or play a role in the administration of discipline by other staff.

b. **Use of therapeutic restraint.**

(i) **Mechanical and fixed restraints.** Therapeutic mechanical restraint will be employed only upon the order (either written or, if oral initially, later memorialized in

writing) of a qualified mental health professional, who has clinically determined that the use of mechanical restraint is necessary to prevent the resident from causing imminent physical harm to self or others, and that no other less restrictive intervention is appropriate. Such clinical determination shall be based on either (a) the personal observation and examination by the qualified mental health professional who issues the order; or (b) the personal observation and examination of another qualified health professional that was communicated to the on-call physician, psychiatrist or psychologist who issued the order. The written order for therapeutic mechanical restraints will be distributed to appropriate supervisory personnel. The only permitted mechanical restraints are the same kind of restraints that would be appropriate for individuals treated in the community, (i.e., fleece-lined leather, rubber or canvas hand and leg restraints, and 2-point and four-point ambulatory restraints as defined in NCCHC Standard Y-66). Metal or hard plastic restraints (such as handcuffs and leg shackles) will not be used for therapeutic restraint. Within ninety (90) days of the entry of an order by the Court approving this agreement, the JTDC will discontinue use of metal and hard plastic restraints for therapeutic purposes. Residents must not be restrained in any unnatural position (for example, hog-tied, face down, spread-eagle). Restraints being used for therapeutic purposes will not be affixed to furnishings other than restraint devices specifically designed and recognized by the mental health professionals as appropriate vehicles for achieving therapeutic goals.

No resident may be restrained for longer than 1 hour unless within that time period a qualified mental health professional confirms, in writing, following a personal examination of the resident, that restraint for a longer period is medically necessary and that it does not pose an undue risk to the recipient's health in light of the recipient's physical and mental condition. The order shall state the events leading up to the need for restraint and the purposes for which restraint is employed.

The order shall also state the length of time restraint is to be employed and the clinical justification for that length of time. Unless extraordinary circumstances are present, no order for therapeutic restraint will be valid for more than 2 hours, but in no case should it be applied for longer than is absolutely medically necessary. Once restraint has been employed, it will not be used again on the same resident during the next 48 hours without prior written authorization of a qualified mental health professional with the concurrence of the Medical Director or Medical Administrator. Such authorization is appropriate only when no less restrictive manner of preventing harm to a resident or staff is available and it is not appropriate to transport the resident to a mental health facility. In no case may the Medical Director or Medical Administrator authorize such restraint within six hours of a prior use of restraint absent extraordinary circumstances. Copies of the authorization will be placed in the residents' medical file and, within 24 hours of the authorization, excluding weekends and holidays, will be provided to the Monitor(s) and plaintiffs' counsel, and made available to the attorney who is representing the resident in juvenile court proceedings.

Any resident placed in mechanical restraint shall be examined by a qualified health care professional within fifteen minutes of being restrained, and every fifteen minutes thereafter. This medical monitoring will include a check for circulation, nerve damage, airway obstruction and psychological trauma. The qualified health care professional shall maintain a record of all relevant observations. In addition to the medical monitoring, a staff member must be in constant close proximity to the restrained resident at all times. Unless there is an immediate danger that the recipient will physically harm himself or others, the restraint shall be applied in the least restrictive manner possible given the circumstances to prevent harm to the person restrained or others. The

restraints must be timely adjusted, modified or removed, as medically appropriate, to allow meals to be eaten and prompt use of bathroom facilities.

Within one hour after a resident has been released from mechanical restraint, a qualified health care professional will evaluate the resident thoroughly to assure that no physical or psychological injury has occurred, and will assure that appropriate actions are timely taken to prevent or respond to any injuries or needs. The examination will include complete vital signs, the level of consciousness, mental status exam, mood and signs of mental illness. The qualified health care professional performing the evaluation will when appropriate transfer the resident to an emergency room, release the resident from restraints, or arrange for examination by an appropriate specialist. Any injuries identified during this evaluation will be documented in writing and reported to the Superintendent, the Medical Director and the Monitor(s).

Whoever orders restraint or restrains a resident shall document the behavior that preceded the use of restraint, the efforts that were made to avoid the use of restraint and the reasons that restraint was deemed necessary and, within 24 hours, excluding weekends and holidays, place that documentation in the resident's medical file and deliver a copy to the Medical Director or Medical Administrator. All use of restraint will be documented. The Medical Director or Medical Administrator shall review all restraint orders daily and shall investigate to address any patterns of use of restraints that might be inappropriate.

(ii) **Emergency mechanical restraint.** In the event there is an emergency requiring the immediate use of mechanical restraint to prevent imminent physical harm to a resident or staff member, mechanical restraint may be temporarily ordered by a group services supervisor or floor manager only where a qualified health care professional is not immediately available, and no

less restrictive method of preventing harm is available. In that event, an order by a qualified health care professional shall be obtained pursuant to the requirements in Sub-Paragraph (i) within fifteen minutes. In the event no such approval is obtained, the resident shall be released from the restraint.

A staff member must be in constant close proximity to the restrained resident at all times. The restraint shall be applied in the least restrictive manner possible given the circumstances to prevent harm to himself or others. The restraints must be timely adjusted, modified or removed, as medically appropriate, to allow meals to be eaten and prompt use of bathroom facilities.

Within one hour after a resident has been released from emergency mechanical restraint, a qualified health care professional will evaluate thoroughly the resident to assure that no physical or psychological injury has occurred, and will assure that appropriate actions are timely taken to prevent or respond to any injuries or needs. Any observations will be recorded and a written copy of those observations will be delivered to the Medical Director or Medical Administrator.

Whoever orders restraint or restrains a resident in an emergency situation shall document the behavior that preceded the use of restraint, the efforts that were made to avoid the use of restraint and the reasons that restraint was deemed necessary and, within 24 hours, excluding weekends and holidays, place that documentation in the resident's medical file and deliver a copy to the Medical Director or Medical Administrator. All use of restraint, whether permissible or not, will be documented. The Medical Director or Medical Administrator shall review all emergency restraint orders daily and shall investigate to address any patterns of use of restraints that might be inappropriate.

(iii) **Standards.** Defendants will assure that the JTDC's policies and practices adhere to NCCHC Standard Y-66 regarding the JTDC's use of therapeutic restraints.

**c. Therapeutic room confinement.**

(i) Room confinement for therapeutic purposes will be employed only upon written order of a physician, licensed clinical psychologist, licensed clinical social worker, or licensed nurse, upon consultation with a physician, licensed clinical psychologist, or licensed clinical social worker, who has personally observed and examined the resident and has clinically determined that the use of room confinement is necessary to prevent the recipient from causing imminent physical harm to himself or others, and that no other less restrictive intervention is appropriate. No youth may be placed in therapeutic room confinement for longer than 2 hours unless within that time period a qualified mental health professional confirms in writing, following a personal examination of the resident, that the room confinement is medically necessary and does not pose an undue risk to the recipient's health in light of the recipient's physical and mental condition. The order shall state the events leading up to the need for the room confinement and the purposes for which the room confinement is employed. The order shall also state the maximum length of time room confinement is to be employed and the clinical justification for the length of time. Therapeutic room confinement will not be used for more than 24 consecutive hours, absent extraordinary circumstances. The completed order for therapeutic room confinement shall be disseminated to the Medical Director or Medical Administrator. Once room confinement for therapeutic purposes has been employed during one 24 hour period, it will not be used again on the same resident during the next 48 hours, without prior written authorization of a physician, licensed clinical psychologist, licensed clinical social worker, or nurse, upon consultation with a physician, licensed clinical psychologist, or licensed clinical social worker with the concurrence of the Medical Director or Medical Administrator. Such authorization is appropriate only where no less restrictive manner of preventing harm to a resident

or staff member exists, and the resident does not require treatment at a mental health facility. Copies of that authorization will be delivered to the Medical Director or Medical Administrator and placed in the residents' medical file and, within 24 hours of the authorization, excluding weekends and holidays, and will be made available to the Monitor(s) and to plaintiffs' counsel, and, upon request, to the attorney who is representing the resident in juvenile court proceedings. Such room confinement shall not be authorized within six hours of a previous room confinement absent extraordinary circumstances.

(ii) Whoever orders therapeutic room confinement shall document the behavior that preceded the use of room confinement, the efforts that were made to avoid the use of room confinement and the reasons that restraint was deemed necessary and, within 24 hours, place that documentation in the resident's medical file and deliver a copy to the Medical Director or Medical Administrator. All use of room confinement, whether permissible or not, will be documented. The Medical Director or Medical Administrator shall review all room confinement orders daily and shall investigate to detect and address any patterns of inappropriate use of therapeutic room confinement.

(iii) Reasonable safety precautions shall be followed to prevent injuries to the resident in room confinement. Room confinement rooms shall be adequately lighted, heated and furnished, and have immediate access to appropriate toilet facilities. If a door is locked, someone with a key shall be in constant attendance nearby.

(iv) All residents who are placed in therapeutic room confinement must be evaluated within three hours by a qualified health care professional. The health evaluation must include personal contact with the resident, notation of bruises or other trauma markings, and an



assessment of the resident's mental status. Isolated non-systemic technical violations will not be an appropriate basis for a contempt citation. A copy of the health evaluation will be placed in the resident's medical file. A children's attendant shall observe the confined resident every 15 minutes. In addition to the visual checks, a children's attendant will make personal contact with the resident every hour while the resident is awake. A log must be kept of all interactions with the resident while in room confinement.

(v) Residents in therapeutic room confinement must receive programming and educational opportunities, to the extent that their condition may allow.

**28. Protocols to prevent unnecessary assignment of youth to the medical unit.** Residents will not be confined to the medical unit unless medically appropriate. The defendants will do everything reasonably within their power to assure that youth who must be confined in the medical unit receive appropriate educational, recreational and social programming to the extent that their medical conditions allow. To achieve this goal, the Implementation Plan will include criteria for determining whether confinement in the medical unit is medically necessary. The defendants will not assign youth to the medical unit solely on the basis of the following factors: (a) youth with casts, sutures, or who require the use of crutches; (b) youth with chronic illness who can function safely in the general population; and (c) youth who only require treatment a few times per day.

The Implementation Plan will describe a process for responding to judicial placement in the medical unit of residents who do not require assignment to the medical unit for medical reasons. Nothing in this Paragraph requires the defendants, after making reasonable efforts to avoid judicial assignment of residents to the medical unit in contravention of this Paragraph, to violate the orders

of a Circuit Court judge to place a child on the medical unit, unless and until a federal court with jurisdiction over this agreement enters an order enforcing the terms of this Paragraph.

29. **Dental Care.** The defendants will assure that all residents receive appropriate dental care. To achieve this goal, the Implementation Plan will assure: (a) a timely dental screening during the admission process to identify dental needs; (b) immediate and appropriate care for pain, infection and significant dental injuries; (c) a complete exam by a dentist within one month of admission, to identify oral pathology in need of care; (d) cleaning and scaling as appropriate to treat gingivitis; (e) appropriate treatment services to restore normal function and preserve teeth; (f) an organized and appropriate program of routine restorative and preventative care for long term residents, including cleaning, scaling, sealants and, where appropriate, prosthetic dentistry; and (g) sufficient staff, equipment, and administrative support to meet the dental needs of the population.

30. **Continuity of care.** The defendants will assure appropriate continuity of physical and mental health care for all residents consistent with NCCHC Standard Y-45. To achieve this goal, the Implementation Plan will establish a process that reasonably assures the timely identification of the medical, dental and mental health needs of youth who enter the facility, including those who are currently receiving treatment for medical or mental health needs, who have previously received such treatment at the JTDC in the recent past or present a continuing need for treatment of an ongoing condition. The Plan will describe the actions necessary to assure that the defendants provide for continuing care and takes into account previous treatment plans, medication regimens, and other factors necessary to provide stability to youth and appropriate continuity of care. The Implementation Plan will also assure that those who are receiving medical treatment at JTDC will receive referrals for appropriate service providers to continue that treatment upon discharge, release

or transfer to another facility. The Plan will assure the preparation of a discharge plan that includes provisions for referral to appropriate providers, and recommendations for diet, medications and other appropriate regimens, for residents who have received medical, mental health or dental treatment in the facility. In the event that a resident is discharged or released directly from court, and does not return to the JTDC, the discharge plan will be sent to the last known address of the resident within seventy-two hours.

31. **Ongoing training for medical professionals and assistants.** In order to assure that residents receive appropriate medical and mental health care, the defendants will require ongoing professional training for all of its medical and mental health staff, consistent with NCCHC Standards Y-19 through Y-28, which will allow them to perform competently the duties required of them. The Implementation Plan will include a description of the actions that the defendants will take to create a training program that reasonably assures that new and current staff maintain the appropriate levels of skill and knowledge within their field of expertise, and meet requirements for adequate professional training pursuant to continuing medical education licensure requirements of the State of Illinois.

The Implementation Plan will also create and require the use of a system for documenting and verifying completion of training requirements.

32. **Quality assurance and improvement program.** The defendants will assure that the programs, systems, and protocols identified in Paragraphs 14-31 above are regularly monitored to assure compliance with this Agreement. To achieve this goal, the Implementation Plan will include a quality assurance and improvement program to continuously assess the quality and adequacy of

the health services provided, accurately evaluate the performance of staff in providing health services, and address identified deficiencies.

### **SOCIAL AND RECREATIONAL PROGRAMMING**

33. **Social and recreational programming.** The defendants will assure that all residents receive appropriate social and recreational programming, including reasonable opportunities for outdoor exercise. The Implementation Plan will include a description of the actions defendants will take to assure an appropriate quantity and quality of recreational and social programming for all residents.

34. **Quality assurance and improvement program.** The defendants will assure that the programs, systems, and protocol identified in Paragraph 33 above are regularly monitored to assure compliance with this Agreement. To achieve this goal, the Implementation Plan will include a quality assurance and improvement program to continuously assess the quality and adequacy of social and recreational programming provided, accurately evaluate the performance of staff in providing these programs, and promptly address identified deficiencies.

### **ENVIRONMENTAL HEALTH AND SAFETY**

35. **Overview of provision of environmental health and safety.** The defendants will assure that residents are housed in a safe and healthy environment.

36. **Staffing.** The defendants will assure that the facility has an adequate number of staff to assure resident safety and fulfill the obligations of this Agreement. To achieve this goal, the Implementation Plan will establish a system for determining the appropriate number of staff and the appropriate use of staff time and resources to assure adequate safety for residents and staff and to assure the adequate delivery of programs and services.

37. **Food service.** The defendants will assure that food served to residents is nutritionally sufficient and safe and that food service policies and practices at the JTDC are consistent with NCCHC Standard Y-47, ACA Standards 3-JDF-4A-01 through 3-JDF-4A-14 and Ill. Ad. Code, Title 20, § 702.110. The Implementation Plan will include standards for ensuring that (a) food served to residents is nutritionally sufficient, food service menus will be reviewed for adequacy and compliance with the applicable standards and laws and approved by a registered dietician on a semi-annual basis, special diets relating to diabetic, prenatal, and other medical conditions should be taken from approved diet manuals and will be reviewed and approved by a registered dietician on a semi-annual basis, and the food services supervisor and health care administrator will maintain documentation of said reviews; (b) food is stored and served in a manner that is consistent with the applicable standards and laws; (c) JTDC has properly functioning equipment, which complies with environmental health standards, to adequately store, prepare, and serve food for the population it houses; and (d) there are adequate number of food service workers and staff to provide adequate and appropriate food service to the residents.

38. **Bedding, clothing, and furnishing.** The defendants will assure that all residents have adequate living space, bedding, clothing, and furniture consistent with NCCHC Standard Y-15, ACA Standards 3-JDF-JB-05 through 3-JDF-4B-15 and Ill. Ad. Code, Title 20, § 702.80. The Implementation Plan will assure that: (a) residents are provided with appropriate attire for the season and adequate beds, mattresses, and bed linens; (b) clothing and bed linen are maintained in a sanitary condition; (c) mattresses are not placed directly on the floor unless necessary to protect the safety of a resident; (d) bed frames will be secured to the floor no later than one year of court approval of this agreement; (e) residents have areas to store personal hygiene items in a sanitary condition; and

(f) there are an adequate number of chairs and tables for youths to use for dining, completing homework, and participating in social and recreational programming.

39. **Preventing Overcrowding.** If the JTDC census exceeds 90% of its rated capacity, or the JTDC has any residents sleeping somewhere other than alone in an appropriate single room at the JTDC for more than 10 days, defendants will assure: (a) that an appropriate range of Cook County programs providing less restrictive alternatives to detention, including home confinement and after-school programs, have at least as many slots immediately available for juveniles as the number of juveniles over 90% of capacity housed at the JTDC; (b) that the Presiding Judges of the Criminal and Juvenile Divisions and all judges of those divisions, supervising and officials in the Office of the State's Attorney, the Office of the Public Defender, Juvenile Probation Department, the Director of the Department of Public Safety and judicial Coordination, Plaintiffs' counsel and the Monitor(s) are promptly informed of the census at the JTDC and are asked to consider whether any such juveniles can be transferred to a less restrictive alternative to detention and are reminded of the need efficiently to adjudicate any such cases; (c) that the Juvenile Detention Alternatives Initiative Steering Committee, or other appropriate body, will evaluate the causes and circumstances leading to overcrowding and timely formulate plans to remedy any overcrowding at the JTDC and prevent future overcrowding; and (d) that the defendants herein shall take all steps within their power to timely implement the plans referred to in Paragraph (c) above and shall use their best efforts to encourage the timely implementation of those elements of such plans that are not within their power. Copies of all such evaluations and plans will be shared with counsel for the plaintiffs and the Monitor(s). If the census of the JTDC ever exceeds 90% of its rated capacity for more than 10 days, or the JTDC has any residents sleeping somewhere other than alone in an appropriate single room

at the JTDC for more than 10 days, the Superintendent shall immediately request in writing, with copies to the Monitor(s) and plaintiffs' counsel, an inspection by appropriate local public health officials. Any written findings of such inspections shall be publicly available and shall be promptly distributed to the Director of the Department of Public Safety and Judicial Coordination, appropriate representatives of the Court, appropriate juvenile probation officers, the Illinois Department of Corrections, plaintiffs' counsel and the Monitor(s). If the census at the JTDC remains at or above 90% of its rated capacity for a period of 90 days after such a request, the Superintendent will make another request in writing for another inspection

40. **Pest control.** The defendants will take appropriate measures to assure that the facility is reasonably free from insects, rodents, and other pests consistent with applicable NCCHC, ACA and state regulatory standards. Toward this end, the Implementation Plan will provide for effective pest control management, ectoparasite control and oversight.

41. **Plumbing and sanitation.** The defendants will assure that the plumbing and sanitation systems within the facility are functioning adequately and are consistent with applicable NCCHC, ACA and state regulatory standards. The Implementation Plan will include reasonable measures to assure that: (a) the water quality is within acceptable levels; (b) plumbing is functioning properly; (c) malfunctioning plumbing is promptly repaired; and (d) water pressure and temperature is adequate.

42. **Lighting.** The defendants will assure adequate lighting within the facility consistent with ACA Standard 3-JDF-2D-01. Toward this end, the Implementation Plan will require adequate natural and artificial lighting in living spaces, classrooms, stairwells, elevators, and hallways.

43. **Heating, cooling, and ventilation.** The defendants will provide air quality and temperature that meet applicable standards and is consistent with ACA Standards 3-JDF-2D-01 through 3-JDF-2E-13 and Ill. Ad. Code, Title 20, § 702.80. To achieve this goal, the Implementation Plan will describe the actions reasonably necessary to assure that air quality is properly monitored and maintained and that temperature is maintained within appropriate levels.

44. **Fire and electrical safety.** The defendants will assure that the facility is reasonably free from fire and electrical hazards consistent with applicable NCCHC Standards, ACA Standards and state regulatory standards. To achieve this goal, the Implementation Plan will assure: (a) adequate staff training regarding fire safety; (b) proper maintenance and repair of fire equipment, fire doors, exit lighting, and fire resistant material on furnishings; (c) electronic supervision of all locked doors that may provide egress in case of fire; (d) an appropriate plan for manually opening doors in case of electronic malfunction; (e) an appropriate evacuation plan for persons with disabilities; (f) that all mattresses used by youth for sleeping are fire resistant; (g) routine testing of all fire equipment and systems including regular fire drills for residents and staff; (h) that all electrical outlets, wires, and equipment are in proper working order and do not pose electrical hazards; and (i) an appropriate plan to thoroughly inspect the facility at regular intervals to assure compliance with fire safety plans, procedures, and equipment requirements.

45. **Sanitation.** The defendants will assure that the facility is adequately clean and sanitary consistent with applicable NCCHC Standards, ACA Standards and state regulatory standards. To achieve this goal, the Implementation Plan will include an appropriate housekeeping plan and a plan to Monitor(s) and correct deficiencies promptly and appropriately.



46. **Routine maintenance.** The defendants will assure that the facility is properly maintained. To achieve this goal, the Implementation Plan will include a description of the actions necessary to reasonably assure timely repair of anything in the facility that is in disrepair.

47. **Quality assurance and improvement program.** The defendants will assure that the programs, systems, and protocols identified in Paragraphs 36-46 are regularly monitored to assure compliance with this Agreement. To achieve this goal, the Implementation Plan will include a quality assurance and improvement program to continuously assess the quality and adequacy of environmental health and safety, accurately evaluate the performance of staff in providing a safe and healthy environment, and promptly address identified deficiencies.

#### **DISCIPLINE AND GRIEVANCE SYSTEMS**

48. **Overview of discipline.** The defendants will assure that all discipline is carried out in a manner that is safe, fair, and consistent. JTDC staff shall provide consistent supervision, direction and instruction to youth in their care that is appropriate to the needs of the individual and group and which promotes both stability and good order. The JTDC shall encourage cooperation, respect and fairness. Minor or progressive sanctions may be imposed by the staff which are consistent with rendering supervision, but which do not impose individual restrictions on talking, movement or participation for more than one hour, with floor supervisor review within 30 minutes to authorize an additional thirty minutes, for any incident. All restrictions or interventions shall be logged, including the result. In cases where minor interventions, including verbal correction or a limited sanction do not produce an acceptable modification in behavior, a supervisor or caseworker shall be called to assist. Imposition of additional sanctions shall require a written violation report and a timely due process review of formal charges as part of the formal disciplinary procedure; and use

of consecutive sanctions for the same behavior shall not be allowed as a means of avoiding compliance with this provision. To achieve this goal, the Implementation Plan will include specific policies and practices which assure that only appropriate forms of discipline are used; that, whenever possible, the discipline meted out is an appropriate and measured response to the behavior it addresses; that, absent emergent situations, residents receive due process before receiving any form of formal discipline; and that the health and mental health of residents is not compromised by disciplinary practices. Nothing in Paragraphs 49-54 below shall preclude the appropriate use of restraint or room confinement for therapeutic or security purposes as described in Paragraphs 27 and 57.

49. **Permissible forms of discipline.** The defendants will include in the Implementation Plan a system for ensuring that discipline meted out is an appropriate response to the infraction, that it is carried out in the least restrictive manner appropriate for the infraction, is in accordance with all laws applicable to the operation of a juvenile temporary detention facility; regarding discipline and restraint, and is consistent with applicable NCCHC, ACA and state regulatory standards. The Implementation Plan will include a description of the actions the defendants will take to assure the following:

a. **Physical forms of discipline.** No physical restraint or any other physical use of force may be used as a form of discipline, though a staff member may use an approved method of physical restraint to accompany a resident into room confinement, where no less restrictive method is appropriate. All use of restraint, whether permissible or not, will be documented.

b. **Disciplinary room confinement.** The Implementation Plan will assure that disciplinary room confinement is used only when no less restrictive form of punishment is

appropriate, and that youth who are confined to their rooms are permitted to rejoin the general population when capable of doing so without further disruption to the detention operations.

(i) The Implementation Plan will include training on consistent, appropriate, and equitable discipline from least restrictive to the next restrictive forms and types of sanctions based on inappropriate behavior by residents. Use of room confinement for cooling off periods, not to exceed thirty minutes, shall not trigger due process requirements under formal disciplinary procedures, but will be documented. Any use of room confinement for cooling off purposes must be approved by an appropriate supervisor after thirty minutes and can be extended for an additional thirty minutes by the supervisor. The use of room confinement for disciplinary purposes in all instances shall be limited to 36 consecutive hours for each resident so confined absent extraordinary circumstances as defined in Paragraph 65. In addition, room confinement should be limited to the amount of time necessary to assure the resident's return to general population without further disruption of operations. It is recommended that room confinement not exceed 24 consecutive hours for each resident. If, after 36 hours consecutive hours of room confinement for a particular JTDC resident, JTDC staff determine that a resident poses a risk of imminent physical harm to himself or others, confinement may continue only for therapeutic reasons or security reasons, and must meet the requirements for such confinement found in Paragraphs 27 and 57. Once room confinement has been imposed for disciplinary purposes, it may not be imposed on the same resident again for the same infraction absent extraordinary circumstances.

(ii) All residents who are placed in room confinement must be evaluated on a daily basis, including an initial evaluation within three hours of placement by a qualified health care professional. Isolated non-systemic technical violations will not be an appropriate basis for a

contempt citation. The daily health evaluation must include personal contact with the resident, notation of bruises or markings suggesting injury or trauma, and an evaluation of the resident's mental status. In addition to the checks by health care workers, staff will make a visual check of all residents in room confinement at least every 15 minutes, and will make personal contact with the resident every hour, while the resident is awake. A log must be kept of all such checks and interactions with the resident while in room confinement.

(iii) Residents in disciplinary room confinement must receive at least one hour of large muscle exercise outside of their rooms each day.

(iv) Reasonable safety precautions shall be followed to prevent injuries to the resident in room confinement. Room confinement rooms shall be adequately lighted, heated and furnished, and have easy access to appropriate toilet facilities. If a door is locked, someone with a key shall be in constant attendance nearby.

(v) The JTDC will make reasonable efforts to assure appropriate schooling for residents in disciplinary confinement, including appropriate arrangements for home schooling through the Chicago Board of Education. This will require the defendants to designate an individual to obtain assignments for those individuals not attending school on a given day. The assignments will be distributed to the appropriate detainee who will complete the assignments. The completed assignments will be returned to the appropriate teachers for review. In addition, appropriate management staff will review the status of detainees in disciplinary confinement overnight to determine whether they are candidates for early release in order to attend school. The status review will be documented. If early release is appropriate, the individual will be sent to school.

(vi) The JTDC will follow all applicable laws and standards regarding the use, care and conditions of disciplinary room confinement, including NCCHC Standard Y-40, ACA Standards 3-JDF-3C-05 through 3-JDF-3C-12, and Ill. Ad. Code, Title 20, § 702.70(D).

c. **Other forms of discipline.** The Implementation Plan will create and assure use of a system in which the disciplinary response to any infraction is proportionate and the least restrictive response based on the resident's behavior. The Implementation Plan will include a description of the actions the defendants will take to assure the use of an effective behavior management system that creates incentives for good behavior among residents. The Plan will follow all laws applicable to the operation of a juvenile temporary detention facility, regarding the use of discipline. In the event that new laws and/or standards are implemented or existing laws and/or standards are modified and/or revised, the Defendants will be allowed a period of time not to exceed six months to implement such laws and standards.

50. **Due Process.** The defendants will assure that all residents in the facility (including the intake units), unless there is a danger of imminent physical harm to a resident or staff member, to prevent escape or regain custody, or damage to property that is serious or will have serious consequences, are given due process before receiving any form of discipline. To achieve this goal, the Implementation Plan will include the following specific requirements for providing due process to all residents:

a. All residents will be given a copy of the rules of the facility within one hour of entering the JTDC. Additional copies will be prominently posted in each living unit, including the intake unit;

b. All residents must be given a due process hearing by someone independent of the unit staff prior to the imposition of any discipline, except in an emergency situation (i.e., there is a danger of imminent physical harm to a resident or staff member, to prevent escape or regain custody, or to prevent damage to property that is serious or will have serious consequences). In the event of an emergency situation, the resident must receive a hearing no later than four hours after the imposition of the discipline. The four hour time limit begins at the time the discipline is imposed, but will be tolled between the hours of 7:00 p.m. and 7:00 a.m.;

c. The Implementation Plan will follow all laws applicable to the operation of a juvenile temporary detention facility and be consistent with the NCCHC Standards, ACA Standards and the Illinois Administrative Code, regarding the provision of Due Process;

d. This Paragraph does not address discipline imposed by school officials.

51. The JTDC will assure that all residents in disciplinary confinement receive one hour of exercise outside of their rooms, unless, by releasing the resident for such purposes, the resident poses a threat to himself, other residents or staff, to escape, or damage to property that is serious or will have serious consequences.

52. The defendants will assure that any use of discipline is properly documented. The superintendent will appoint a Disciplinary Practices Review Committee ("DPRC") regularly to review all use of discipline to assure that discipline is being used appropriately, and in accordance with the terms of this Agreement and applicable standards. In addition to appointment authority, the superintendent will be an *ex officio* voting member of this Committee. The composition of this committee will be set forth in the Implementation Plan.

53. **Behavior Management.** The Implementation Plan will describe the actions the JTDC will take to implement and maintain a behavior management system for residents that is fair and effective. The behavior management program will provide incentives for positive behavior and afford proportional measures of accountability for negative behavior. The system shall provide written guidelines and parameters that are readily definable and easily understood by residents and staff. A verbal and written explanation of the behavior management system shall be provided to all residents as part of the orientation process.

54. The defendants will assure that all youth have the opportunity to voice meaningful and confidential grievances. Toward this end, the Implementation Plan will include a system for allowing youth to file grievances confidentially and will provide mechanisms to prevent staff from interfering with the grievance system or retaliating against residents who file grievances. The Plan will also include a protocol for JTDC staff to respond to non-emergent grievances in a meaningful manner within 72 hours, excluding weekends and holidays, absent extraordinary circumstances. In the event that grievances are emergent in nature (i.e, one that pertains to life threats, physical or sexual abuse, or health related issues), floor managers will be required to respond to and address such grievances in an expeditious fashion. If, upon investigation, it is determined that the grievance is not emergent, the grievance will be reclassified and handled through the normal grievance process.

55. **Quality assurance and improvement program.** The defendants will assure that the disciplinary systems and protocols identified in Paragraphs 49-54 are regularly monitored to assure compliance with this Agreement. To achieve this goal, the Implementation Plan will include a quality assurance and improvement program to continuously monitor the use of discipline, and promptly address misuse or overuse of discipline and other identified deficiencies.

## SECURITY

56. **Overview of security.** The defendants will assure that residents are reasonably safe from harm while within the facility. To achieve this goal, the Implementation Plan will describe the actions the defendants must take to create and maintain systems which reasonably assure the security of the residents in the institution, including maintaining security during movement of residents; prevent the infiltration of contraband; enabling adequate communication between staff in case of emergencies; adequately controlling dangerous tools, equipment and chemicals; providing adequate security equipment to staff; and establishing adequate safety and emergency procedures to prevent or respond to escapes, damage to security systems, physical plant, life safety systems and emergency evacuation procedures.

57. **Restraint for security purposes.** The defendants will assure that any restraint used for security purposes is used in the safest manner possible. To achieve this goal, the Implementation Plan will include the actions the defendants must take to assure the safe use of restraint for security purposes and will include the following requirements: Mechanical or physical restraint may be used as a means of security only when necessary to prevent imminent physical harm to residents or staff, escape, or damage to property that is serious or will have serious consequences. The implementation plan shall allow for the safe and appropriate use of handcuffs and/or leg shackles to transport residents inside and outside of the JTDC, as a precaution during a mass evacuation, or where such use is necessary during transport for safety of the public or individuals within the JTDC. If both handcuffs and leg shackles are used for transportation purposes, the handcuffs may not be joined in any manner to the foot cuffs. No fixed restraints are permitted at any time for security purposes, including during transportation outside of the facility, although they may be permitted for the