

1 ERIC S. DREIBAND
Assistant Attorney General
2 Civil Rights Division
STEVEN H. ROSENBAUM, Chief
3 LAURA L. COWALL, Special Counsel
LUIS E. SAUCEDO, Counselor to the Chief
4 CATHLEEN S. TRAINOR, Trial Attorney
DEENA FOX, Trial Attorney
5 U.S. Department of Justice
Civil Rights Division
6 Special Litigation Section
950 Pennsylvania Avenue, N.W.
7 Washington, D.C. 20530
Telephone: (202) 514-6255
8 Email: laura.cowall@usdoj.gov; luis.e.saucedo@usdoj.gov

9 NICOLA T. HANNA
United States Attorney
10 DAVID M. HARRIS
Assistant United States Attorney
11 Chief, Civil Division
KAREN P. RUCKERT
12 Assistant United States Attorney
Chief, Civil Rights Section, Civil Division
13 MATTHEW NICKELL (Cal. Bar No. 304828)
Assistant United States Attorney
14 Federal Building, Suite 7516
300 North Los Angeles Street
15 Los Angeles, California 90012
Telephone: (213) 894-8805
16 Facsimile: (213) 894-7819
E-mail: matthew.nickell@usdoj.gov

17 Attorneys for Plaintiff
18 UNITED STATES OF AMERICA
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

COUNTY OF LOS ANGELES AND
LOS ANGELES COUNTY SHERIFF
JIM MCDONNELL, in his official
capacity,

Defendants.

Case No. 2:15-cv-5903-DDP-JEM

**JOINT STIPULATION TO AMEND
PARAGRAPH 34 OF THE JOINT
SETTLEMENT AGREEMENT
REGARDING THE LOS ANGELES
COUNTY JAILS**

TERESA POWERS, DAVID PENN,
TIMOTHY POLK, MARK SARNI,
DERRICK THOMAS, DARSEL
WHITFIELD, ROYAL WILLIAMS, AND
LEPRIEST VALENTINE,

Plaintiff-Intervenors.

COMPLAINT FILED: August 5, 2015
TRIAL DATE: None Set

Plaintiff, United States of America, and Defendants, County of Los Angeles (“County”) and Los Angeles County Sheriff Jim McDonnell (“Sheriff”), in his official capacity, (collectively, the “Parties”), with the concurrence of Plaintiff-Intervenors (“Intervenors”), enter into this Joint Stipulation Amending Paragraph 34 of the Joint Settlement Agreement Regarding the Los Angeles County Jails (“Joint Stipulation”) with respect to release planning for prisoners who are being released to the community from Los Angeles County Jails.¹

I. Background

On August 5, 2015, the United States filed a Complaint against the County and the Sheriff alleging systemic violations of prisoners’ federal constitutional rights in the Jails,

¹ The Independent Monitor, Richard Drooyan, supports the Joint Stipulation and amendment of Paragraph 34.

1 under the Civil Rights of Institutionalized Persons Act, 42 U.S.C. § 1997, and the
2 Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. § 14141. ECF
3 Doc. 1.

4 Simultaneously with the filing of the Complaint, the Parties filed a joint
5 stipulation seeking approval of the Joint Settlement Agreement Regarding the Los
6 Angeles County Jails (“Settlement Agreement”) to resolve the United States’ Complaint.
7 ECF Doc. 4. On September 3, 2015, the Court approved the Settlement Agreement and
8 retained jurisdiction to enforce the Settlement Agreement until the conditions described
9 in Paragraph 116 of the Settlement Agreement were met. ECF Doc. 13. The Court also
10 approved the appointment of Richard Drooyan as Independent Monitor under the
11 Settlement Agreement. Settlement Agreement ¶ 94, ECF Doc. 14.

12 Among the terms of the Settlement Agreement is Paragraph 34, which addresses
13 discharge planning for prisoners with serious mental illness. Paragraph 34 states:

14 34. The County and the Sheriff will conduct discharge planning and linkage to
15 community mental health providers and aftercare services for all prisoners
16 with serious mental illness as follows:

- 17 (a) For prisoners who are in Jail seven days or less, a preliminary
18 treatment plan, including discharge information, will be developed.
- 19 (b) For prisoners who are in Jail more than seven days, a [Qualified
20 Mental Health Professional] will also make available:
- 21 (i) for prisoners who are receiving psychotropic medications, a
22 30-day prescription for those medications will be offered either
23 through the release planning process, through referral to a re-
24 entry resource center, or through referral to an appropriate
25 community provider, unless clinically contraindicated;
- 26 (ii) in-person consultation to address housing, mental
27 health/medical/substance abuse treatment, income/benefits
28 establishment, and family/community/social supports. This

- 1 consultation will also identify specific action to be taken and
2 identify individuals responsible for each action;
- 3 (iii) if the prisoner has an intense need for assistance, as described
4 in [County Mental Health] policies, the prisoner will further be
5 provided direct linkage to an Institution for Mental Disease
6 (“IMD”), IMD-Step-down facility, or appropriately licensed
7 hospital;
- 8 (iv) if the prisoner has a moderate need for assistance, as described
9 in [County Mental Health] policies, and as clinically
10 appropriate to the needs of the prisoner, the prisoner will be
11 offered enrollment in Full Service Partnership or similar
12 program, placement in an Adult Residential Facility (“Board
13 and Care”) or other residential treatment facility, and direct
14 assistance accessing community resources;
- 15 (v) if the prisoner has minimal needs for assistance, as described in
16 [County Mental Health] policies, the prisoner will be offered
17 referrals to routine services as appropriate, such as General
18 Relief, Social Security, community mental health clinics,
19 substance abuse programs, and/or outpatient care/support
20 groups.
- 21 (c) The County will provide a re-entry resource center with [Qualified
22 Mental Health Professionals] available to all prisoners where they
23 may obtain information about available mental health services and
24 other community resources.

25 Settlement Agreement ¶ 34.

26 The Settlement Agreement permits the Parties to modify its terms by stipulation
27 under Paragraph 119. Paragraph 119 states, in relevant part, “The Parties may jointly
28 stipulate to make changes, modifications, and amendments to this Agreement, which will

1 be effective absent further action from the Court, 30 days after a stipulation signed by all
2 of the Parties has been filed with the Court.”

3 On December 15, 2015, Intervenors intervened to challenge Paragraph 34 of the
4 Settlement Agreement. ECF Doc. 75. In their First Amended Complaint in
5 Intervention, Intervenors alleged that Paragraph 34 violates the Americans with
6 Disabilities Act, Section 504 of the Rehabilitation Act, and the Eighth and Fourteenth
7 Amendments of the United States Constitution. Am. Compl. In Intervention ¶¶ 94-121,
8 ECF Doc. 76.

9 The Parties and Intervenors subsequently engaged in good-faith negotiations to
10 settle the dispute arising from the Complaint in Intervention filed by Intervenors. The
11 Parties, with the concurrence of the Intervenors, now stipulate and agree as follows:

12 **II. Stipulation to Modify Paragraph 34**

13 The Parties and Intervenors agree to modify Paragraph 34, pursuant to Paragraph
14 119 of the Settlement Agreement, to read as follows:

15 34. Consistent with existing Correctional Health Services policy, the County
16 and the Sheriff will conduct clinically appropriate release planning for all
17 prisoners who are being released to the community and who have been
18 identified by a QMHP as having a mental illness and needing mental health
19 treatment, or as having a DSM-5 major neuro-cognitive disorder that caused
20 them to be housed in the Correctional Treatment Center at any time during
21 their current incarceration. For prisoners with mental illness and needing
22 mental health treatment, the release planning services will be guided by the
23 prisoner’s level of care. Specifically, prisoners who any time during their
24 incarceration meet mental health level of P3 or P4 will be presumptively
25 referred for release planning services, and prisoners who meet mental health
26 level of care P2 will receive release planning services upon referral by a
27 clinician or upon their request. Prisoners who have a DSM-5 major neuro-
28 cognitive disorder that caused them to be housed in the Correctional

1 Treatment Center will also be referred for release planning services
2 consistent with the Correctional Health Services policy applying to
3 prisoners with mental illness.

- 4 (a) Release planning will consider the need of the prisoner for housing;
5 transportation to the prisoner's community-based provider, residence, or
6 shelter within the County; bridge psychotropic medications; medical/mental
7 health/substance abuse services; income/benefits establishment; and
8 family/community/social supports ("Release Planning Areas").
- 9 (b) Release planning will be based on an individualized assessment of the
10 prisoner's needs and, unless the prisoner is unable or unwilling to
11 participate, will be undertaken in collaboration with the prisoner. For
12 prisoners referred for release planning services, those services will include:
- 13 (i) An Initial Release Plan that will be created at intake or no later than
14 ten days after the referral for release planning, which referral shall
15 normally occur at the time of intake. The Initial Release Plan will include
16 preliminary identification of needs in each of the Release Planning Areas
17 and preliminary recommendations for services to address those needs, and a
18 referral for assistance in obtaining California identification when needed
19 and when the prisoner is eligible; and/or
- 20 (ii) A Comprehensive Release Plan that will be initiated no later than
21 thirty days after the referral for release planning. The Comprehensive
22 Release Plan will include (A) collecting information regarding the
23 prisoner's needs; (B) coordinating with community-based providers to
24 identify available services that meet the prisoner's needs; (C) facilitating the
25 transition of care to community-based providers; and (D) assisting in
26 obtaining identification and/or benefits when needed, when the prisoner is
27 eligible, and as offered by the Sheriff's Community Transition Unit.
- 28 (c) The County will maintain a re-entry resource center with staff supervised by

1 a QMHP. The re-entry resource center will:

2 (i) Provide information appropriate to the released prisoner about
3 available housing, transportation, medical/mental health/substance abuse
4 services, income/benefits establishment, community/social supports, and
5 other community resources; and

6 (ii) Provide released prisoners with copies of their release plans, as
7 available.

8 (d) All prisoners who are receiving and continue to require psychotropic
9 medications will be offered a clinically appropriate supply of those
10 medications upon their release from incarceration. Unless contraindicated,
11 this will be presumed to be a 14-day supply or a supply with a prescription
12 sufficient so that the prisoner has the psychotropic medication available
13 during the period of time reasonably necessary to permit the prisoner to
14 consult with a doctor and obtain a new supply.

15 (e) Nothing in Paragraph 34 will require prisoners to accept or participate in
16 any of the services provided under this Paragraph.

17 (f) Neither the County nor the Sheriff shall be in violation of this paragraph if
18 after reasonable efforts as set forth in Correctional Health Services Policy
19 M380.01, Release Planners are unable to identify available post-release
20 services.

21 **III. Remainder of Settlement Agreement**

22 Except as amended in this Joint Stipulation, the provisions of the Settlement
23 Agreement shall remain unchanged and in full force and effect, and shall apply to
24 Amended Paragraph 34.

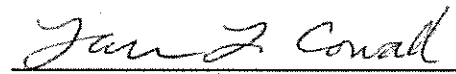
25 STIPULATED AND AGREED UPON by the United States of America, the
26 County, and the Sheriff – with the concurrence of the Intervenor by and through their
27 respective counsel, and the endorsement of the Independent Monitor.
28

1 Dated: 4/4/12

FOR PLAINTIFF UNITED STATES OF
AMERICA:

2
3 ERIC S. DREIBAND
4 Assistant Attorney General
Civil Rights Division

5 STEVEN H. ROSENBAUM
6 Chief, Special Litigation Section
Civil Rights Division

7 

8 LAURA L. COWALL
Special Counsel

9 LUIS E. SAUCEDO

Counselor to the Chief

10 CATHLEEN S. TRAINOR

11 Trial Attorney

DEENA FOX

12 Trial Attorney

Special Litigation Section

13 Civil Rights Division

U.S. Department of Justice

14
15 NICOLA T. HANNA
United States Attorney

16 DAVID M. HARRIS
17 Assistant United States Attorney
Chief, Civil Division

18 

19 KAREN P. RUCKERT

Assistant United States Attorney

20 Chief, Civil Rights Section, Civil Division

21 

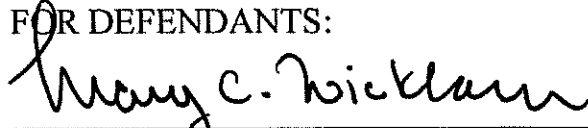
22 MATTHEW NICKELL

Assistant United States Attorney

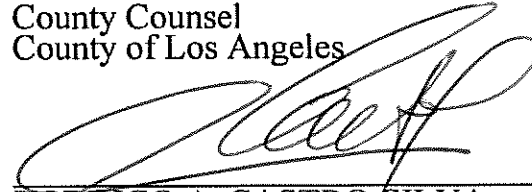
23 Civil Rights Section, Civil Division

1 Dated:

FOR DEFENDANTS:



MARY C. WICKHAM
County Counsel
County of Los Angeles



RODRIGO A. CASTRO-SILVA
Senior Assistant County Counsel
County of Los Angeles

10 Dated:

FOR PLAINTIFF-INTERVENORS:

MARK D. ROSENBAUM
ALISA L. HARTZ
Public Counsel

BRADLEY S. PHILLIPS
GRANT A. DAVIS-DENNY

Munger, Tolles & Olson LLP

20 Dated: October 30, 2018

FOR THE INDEPENDENT MONITOR:



RICHARD DROOYAN
Independent Monitor

1 Dated:

FOR DEFENDANTS:

2
3 MARY C. WICKHAM
4 County Counsel
County of Los Angeles
5

6 RODRIGO A. CASTRO-SILVA
7 Senior Assistant County Counsel
8 County of Los Angeles
9

10 Dated:

FOR PLAINTIFF-INTERVENORS:

11
12 
13 MARK D. ROSENBAUM
ALISA L. HARTZ
14 Public Counsel

15
16 
17 BRADLEY S. PHILLIPS
GRANT A. DAVIS-DENNY

18 Munger, Tolles & Olson LLP
19

20 Dated:

FOR THE INDEPENDENT MONITOR:

21
22
23 RICHARD DROOYAN
Independent Monitor
24
25
26
27
28