

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

ELIZABETH SEITZ; MERSIHA TUZLIC;
RIVA DEPASSE; JILL HENDRICKS; KIARI
DAY,

Plaintiffs,

v.

ALLEGHENY COUNTY; ORLANDO
HARPER, Warden of Allegheny County Jail;
SIMON WAINWRIGHT, Deputy Warden;
MONICA LONG, Deputy Warden; SGT. JESSE
ANDRASCIK,

Defendants.

Case No. 2:16-cv-1879-CRE

**SETTLEMENT AGREEMENT BETWEEN PLAINTIFFS
AND ALLEGHENY COUNTY**

This Settlement Agreement (“Settlement Agreement”) is entered this _____ day of _____, 2017 by and between Plaintiffs Elizabeth Seitz, Mersiha Tuzlic, Riva DePasse, Jill Hendricks, and Kiari Day (“Plaintiffs”) and Allegheny County, Orlando Harper, Simon Wainwright, Monica Long, and Sgt. Jessie Andrascik (All of these defendants will be referred to collectively as “Allegheny County”).

IT IS ACKNOWLEDGED, UNDERSTOOD, AND AGREED THAT:

1. I, for and in consideration of the mutual promises herein and of the settlement payment by Allegheny County of \$90,000 (ninety thousand Dollars), representing the full liquidation of the monetary value of any and all claims of any and all kinds whatsoever—past, present, and/or future—which claims are or may be had by me in my own right and/or by me on

behalf of my counsel against Allegheny County in connection with the above-referenced lawsuit, including any and all claims for bodily injuries, civil rights violations, constitutional harms, deaths, emotional distress, financial losses, personal injuries, psychiatric and/or psychological injuries, costs of suit, attorneys' fees, sanctions, and any other claim that was or could have been presented in connection with the aforesaid lawsuit, do forever completely acquit, discharge, and release Allegheny County, and all its past, present, and future agents, attorneys, employees, officials, officers, representatives, successors, heirs, and assigns, of and from any and all manner of actions, awards, causes of action, claims, compensation, contracts, costs, debts, judgments, liabilities, losses, sanctions, suits in law or equity, verdicts, and demands of any kind whatsoever, known or unknown, foreseen or unforeseen, which I now have or may in the future have, pertaining to or arising directly or indirectly out of any incarceration of Plaintiffs in the Allegheny County Jail (ACJ), including, without limitation, any and all claims that were or could have been asserted by me in the aforesaid lawsuit.

2. The Allegheny County Jail will replace its current Policy #308 with the revised Policy #308, which is attached as Appendix "A" to this Agreement.

3. For a period of three (3) years from the date of execution (the "Enforcement Period") the Allegheny County Jail will provide Plaintiffs' counsel identified in paragraph 15 of this agreement with the following information through counsel from the Allegheny County Law Department:

- a. On request made by Plaintiff's counsel:
 - i. A current list of all pregnant women detained or incarcerated at ACJ;
- b. On a quarterly basis:
 - i. copies of documents related to the placement of any pregnant woman

in restrictive housing (e.g., medical clearance, documents indicating the number of days each woman remained in restrictive housing and a description of reason for the placement);

- ii. the total number of misconducts and informal resolutions issued to pregnant women resulting in a loss of privileges.
- c. On request made by Plaintiff's counsel based upon a reasonable belief of possible violations of this Settlement Agreement and attached Policies:
- i. Documents relevant to pregnant inmates which involve and reasonably relate to issues, claims and allegations asserted in the Complaint by which this action was initiated and addressed in this Settlement Agreement.

4. Except as otherwise provided herein, Allegheny County will become obligated to make the settlement payment under this Settlement Agreement 90 (ninety) days after entry of an order granting court approval of this Settlement Agreement.

5. Allegheny County will make settlement payment by check payable to the ACLU of Pennsylvania.

6. The Settlement payment will constitute all money that is due and/or will ever be due to Plaintiffs and/or their counsel from Allegheny County in connection with this lawsuit.

7. Plaintiffs and their counsel are responsible for all tax liabilities and/or tax consequences, if any, related to their receipt of settlement money pursuant to this Settlement Agreement, and Allegheny County will have no responsibility for any such tax liabilities and/or tax consequences that may be asserted against Allegheny County in connection with the payment made to Plaintiffs pursuant to this Settlement Agreement. It is further agreed that Plaintiffs will indemnify Allegheny County for any such tax liabilities and/or tax consequences if any are asserted against Allegheny County by anyone in connection with the payment made to Plaintiffs

pursuant to this Settlement Agreement.

9. Plaintiffs agree and represent that they do not owe any taxes or other indebtedness to Allegheny County. As part of the terms and conditions of this Settlement Agreement, Allegheny County may perform a search of its taxing records to confirm that each Plaintiff is current on her taxes and is not otherwise indebted to Allegheny County. If any Plaintiff is not current on her taxes and/or owes other indebtedness to Allegheny County, Allegheny County may deduct from Plaintiffs' settlement payment any such taxes or indebtedness. If there are no outstanding taxes or indebtedness, Allegheny County will process the settlement payment to Plaintiffs as otherwise described herein.

10. Plaintiffs' attorneys, as counsel for Plaintiffs, acknowledge and agree by their signature below that any claims by them, their law firms, and/or any other attorneys for attorneys' fees against Allegheny County under the federal civil rights statutes, for sanctions under the Federal Rules of Civil Procedure, and/or for any other money under any legal authority(ies) in connection with the instant lawsuit are being satisfied in full through the payment made pursuant to this Settlement Agreement.

11. Allegheny County will not be responsible for any court costs.

12. By this Settlement Agreement, Plaintiffs are releasing Allegheny County from all liability, including all claims for attorneys' fees and costs.

13. This Agreement will be filed with the Court, but judgment will not be entered.

14. Plaintiffs and Allegheny County ("the Parties") agree that the Court shall retain continuing jurisdiction to enforce the terms of this Settlement Agreement during the Enforcement Period, as agreed to in the stipulated Order of Dismissal. The Parties do not anticipate a breach of this Settlement Agreement. In the event of a breach, however, the Parties agree:

a. The non-breaching Party will have lost the benefit of its bargain and therefore may take action to enforce this Settlement Agreement, subject to the procedures set forth below; and

b. The appropriate and hereby stipulated remedy upon proof of a breach is an order of specific performance.

15. While the Parties do not anticipate a breach of this Settlement Agreement, in the event a Party believes that the terms of this Settlement Agreement have been breached during the Enforcement Period, the Parties agree that the following procedure will govern:

a. The Party that believes the terms of this Settlement Agreement have been breached will notify the other Party of the specific nature of the alleged breach in writing to the attention of counsel for the Parties identified below:

Plaintiffs' Counsel:

Bret Grote, Esq.
Abolitionist Law Center
P.O. Box 8654
Pittsburgh, PA 15221

Sara Rose, Esq.
ACLU of Pennsylvania
P.O. Box 23058
Pittsburgh, PA 15222

Defendant's Counsel:

Solicitor
Allegheny County Law Department
300 Fort Pitt Commons Building
445 Fort Pitt Boulevard
Pittsburgh, Pennsylvania 15219

b. After the notification set forth above, the Party believed to have breached the terms of this Settlement Agreement shall have seven (7) days from the date of notification to respond in writing to the attention of counsel for the Party identified above as to the specific nature of the alleged breach, identifying a reasonable basis for the alleged breach and/or its good faith efforts to remedy the alleged breach.

c. If after the seven (7) day period, the Party believed to have breached the terms of this Settlement Agreement has not responded in writing to the attention of counsel for the party identified above as to the specific nature of the alleged breach, identifying a reasonable basis for the alleged breach and/or its good faith efforts to remedy the alleged breach, the Party that believes the terms of the Settlement Agreement have been breached may take action to enforce the terms of the Settlement Agreement by filing an appropriate motion with the Court, which will retain jurisdiction over the enforcement of this Settlement Agreement during the enforcement Period and to resolve any motion to enforce this Settlement Agreement that is filed prior to the expiration of the Enforcement Period.

d. If the Party believed to have breached the terms of this Settlement Agreement responds in writing to the attention of counsel for the Party identified above as to the specific nature of the alleged breach, identifying a reasonable basis for the alleged breach and/or its good faith efforts to remedy the alleged breach within the seven (7) day period, the Party that believes the terms of this Settlement Agreement have been breached will not take action to enforce the terms of the Settlement Agreement, except as set forth in the following paragraphs:

i. If after receiving a written response set forth above, a Party still believes the terms of this Settlement Agreement have been breached, they will notify the other Party of the specific nature of the alleged breach and/or alleged deficiency in the identified justification and/or good faith efforts to remedy the alleged breach in writing, to the attention of counsel for the Party identified above.

ii. After the notification set forth above, the Party believed to have breached the terms of this Settlement Agreement shall have seven (7) days from the date

of notification to respond in writing to the attention of counsel for the Party identified above setting forth any additional justification for the alleged breach and/or good faith efforts to remedy the alleged breach.

iii. Following the seven (7) day period, a Party that still believes the terms of this Settlement Agreement have been breached may take action to enforce the terms of the Settlement Agreement by filing an appropriate motion with the Court, which will retain jurisdiction over the enforcement of this Settlement Agreement during the Enforcement Period and to resolve any motion to enforce this Settlement Agreement that is filed prior to the expiration of the Enforcement Period.

16. This Settlement Agreement is in compromise of a disputed claim or claims embodied in the lawsuit filed by Plaintiffs and is entered to avoid further costs and expenses of protracted litigation. Neither this Settlement Agreement nor the payment made hereunder will be construed as an admission of liability or wrongdoing on the part of Allegheny County or its past, present, and/or future agents, attorneys, employees, officials, officers, representatives, successors, heirs, and/or assigns—such liability and wrongdoing being expressly denied on behalf of and by Allegheny County and on behalf of its past, present, and future agents, attorneys, employees, officials, officers, representatives, successors, heirs, and/or assigns.

17. If any term, condition, or provision of this Settlement Agreement is determined by a court of competent jurisdiction to be void or invalid, then only such term, condition, or provision determined to be void or invalid will be stricken from the Settlement Agreement, and the remainder of the Settlement Agreement will continue in full force and effect in all other respects. This Settlement Agreement will be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

18. This Settlement Agreement may be executed in counterparts.


19. This Settlement Agreement constitutes and contains the entire agreement and understanding between Plaintiffs, their counsel, and Allegheny County in connection with the settlement of this lawsuit. The terms of this Settlement Agreement are contractual and are not mere recitals.

20. Nothing in this Agreement shall preclude any person not bound by this Agreement from filing a separate, original action to vindicate alleged rights that are otherwise addressed in this Agreement.

21. I declares that I have carefully read this Settlement Agreement, know and understand its contents, know and understand that by signing it I am releasing certain rights in accordance with this Settlement Agreement, have conferred with my counsel concerning the terms of this Settlement Agreement and concerning the consequences of her signature hereon, and knowingly sign this Settlement Agreement as my free and voluntary act with the intent to be bound legally by it. I agree to this Settlement Agreement for the purpose of making a full and final adjustment and resolution of all matters as between myself and Allegheny County in connection with this lawsuit.

IN WITNESS HEREOF AND INTENDING TO BE BOUND LEGALLY, the undersigned set their hands and seals this 21 day of September, 2017.

AGREED TO AS TO SUBSTANCE AND FORM. WITNESS:


Elizabeth Seitz, Plaintiff

Mersiha Tuzlic, Plaintiff

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IN WITNESS HEREOF AND INTENDING TO BE BOUND LEGALLY, the undersigned set their hands and seals this _____ day of _____, 2017.


AGREED TO AS TO SUBSTANCE AND FORM. WITNESS:

Elizabeth Seitz, Plaintiff



Mersiha Tuzlic, Plaintiff

9-18-17



Riva DePasse, Plaintiff

Jill Hendricks, Plaintiff

Kiari Day, Plaintiff

William D. McKain
Allegheny County Manager

Andrew F. Szefi
Allegheny County Solicitor
Counsel for Defendant Allegheny County, Allegheny County Jail, Orlando Harper

John A. Bacharach
Assistant Allegheny County Solicitor
Counsel for Defendant Allegheny County Allegheny County Jail, Orlando Harper

**END OF DOCUMENT
(FULL RELEASE AND SETTLEMENT OF ALL CLAIMS
AGAINST DEFENDANT ALLEGHENY COUNTY)**

Riva DePasse, Plaintiff

Jill Hendricks 9-27-17
Jill Hendricks, Plaintiff

Kiari Day, Plaintiff

William D. McKain
Allegheny County Manager

Andrew F. Szefi
Allegheny County Solicitor
Counsel for Defendant Allegheny County, Allegheny County Jail, Orlando Harper

John A. Bacharach
Assistant Allegheny County Solicitor
Counsel for Defendant Allegheny County Allegheny County Jail, Orlando Harper

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Riva DePasse, Plaintiff

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Kiari Day, Plaintiff

William D. McKain
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Counsel for Defendant Allegheny County, Allegheny County Jail, Orlando Harper

John A. Bacharach
Assistant Allegheny County Solicitor
Counsel for Defendant Allegheny County Allegheny County Jail, Orlando Harper

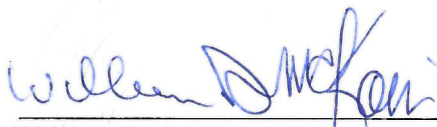
**END OF DOCUMENT
(FULL RELEASE AND SETTLEMENT OF ALL CLAIMS
AGAINST DEFENDANT ALLEGHENY COUNTY)**

Mersiha Tuzlic, Plaintiff

Riva DePasse, Plaintiff

Jill Hendricks, Plaintiff

Kiari Day, Plaintiff



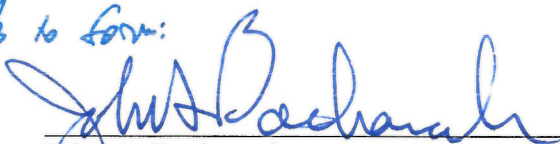
William D. McKain
Allegheny County Manager

As to form:



Andrew F. Szefi
Allegheny County Solicitor
Counsel for Defendant Allegheny County, Allegheny County Jail, Orlando Harper


As to form:



John A. Bacharach
Assistant Allegheny County Solicitor
Counsel for Defendant Allegheny County Allegheny County Jail, Orlando Harper

**END OF DOCUMENT
(FULL RELEASE AND SETTLEMENT OF ALL CLAIMS
AGAINST DEFENDANT ALLEGHENY COUNTY)**

APPENDIX “A”

| | | |
|--|--|--|
|  <p style="text-align: center;">ALLEGHENY COUNTY BUREAU OF CORRECTIONS</p> | APPLICABILITY: All Authorized Personnel | |
| | POLICY NUMBER: #308 | EFFECTIVE: 2/12/15 REVISED: 7/25/17 |
| | TITLE: Management of Pregnant Females | |
| | AUTHORIZED BY: ORLANDO L. HARPER | |
| SIGNATURE: <i>Orlando L. Harper</i> | | |

POLICY

It is the policy of the Allegheny County Bureau of Corrections (“BOC”) to provide a safe, secure and healthy environment for pregnant inmates and their unborn children, while they are incarcerated at the Allegheny County Jail (“ACJ”), and to limit the use of restrictive housing as a punishment for pregnant inmates except where it is necessary to protect the safety of BOC employees, the mother and unborn child, or other inmates at ACJ, and, even in that case, to provide special protections against harm to the pregnant inmate and her unborn child.

PURPOSE

To ensure the safe housing and care of all pregnant inmates and their unborn children with comprehensive care, including ongoing prenatal and postpartum follow-up medical services and linkages, to be provided in a confidential matter.

DEFINITIONS

Pregnant Inmates: Unless the context clearly provides otherwise, the term “pregnant inmates” shall include pregnant inmates, post-partum inmates, lactating inmates, and inmates who within the past 30 days are known to have miscarried or had their pregnancy terminated.

Qualified Healthcare Professional:

A “qualified healthcare professional” is a physician or other individual who is qualified by education, training, licensure/regulation (when applicable) and facility privileging (when applicable) who performs a professional service within his/her scope of practice and

independently reports that professional service. A qualified healthcare professional will provide services consistent with then-current standards in the medical community.

QHPs — depending on authorized Pennsylvania scope of practice, licensing includes, in addition to physicians:

- Nurse practitioner (NP)
- Certified nurse specialist (CNS)
- Physician assistant (PA)
- Registered Nurses (RN)
- Certified nurse mid-wife (CNM)
- Certified registered nurse anesthetist (CRNA)
- Clinical social worker (CSW)
- Physical therapist (PT)
- Dietician-Nutritionist (LDN)
- Licensed Practical Nurse (LPN)
- Medical Assistant (MA)

PROCEDURES

Detection, Confirmation, and Notification of Staff

- All female inmates, age 50 and under, shall be offered a pregnancy test during the intake medical assessment process. Refusals shall be documented by staff.
- All female inmates, age 50 and under, who decline a pregnancy test shall be assessed by a qualified healthcare professional for pregnancy if and when they appear to be pregnant.
- When an inmate is determined to be pregnant by a qualified healthcare professional, the facility Administration shall be notified.
- A list of all pregnant inmates must be presented to the Warden or designee weekly. This list is to include the trimester of the pregnancy and housing status.

Medical: Prenatal Care (Pregnancy Plan of Action)

- a. All pregnant inmates shall be offered a complete health assessment by a qualified healthcare professional within 14 days of confirmation of pregnancy unless a sooner assessment is warranted under the circumstances. Refusal to submit to the health assessment by an inmate shall be documented in writing and signed by the inmate or her refusal noted by the inmate in writing or witnessed by staff.

- b. After confirmation of pregnancy, the BOC shall provide examinations, prenatal vitamins, lab tests, and any medications as prescribed by a physician. A therapeutic/pregnancy diet and snack shall be issued for each pregnant inmate.
- c. Pregnant inmates shall be initially given professional counseling concerning such matters as proper nutrition, activity, hygiene and safety precautions; routine pregnancy and postpartum medical care; unusual health symptoms warranting emergency care; future family planning; breast-feeding and breast-pumping options; and visits/communication with family members on a schedule to be determined by qualified healthcare professionals.
- d. Qualified healthcare professionals shall provide prenatal care. High-risk pregnancies and chemically dependent pregnant inmates shall be identified by qualified healthcare professionals and referrals made, where appropriate, to outside specialists within a medically reasonable time.
- e. The medical department shall be responsible for providing services for the obstetrical care of the inmates. This shall include prenatal, delivery, routine postpartum care and continuing care for lactating inmates. In addition, lactating inmates shall be allowed to use a breast pump.
- f. Pregnant inmates shall be seen at a frequency as determined by a qualified healthcare professional. At a minimum, they shall be seen by a qualified healthcare professional once a month.
- g. The BOC will provide tests, including off-site tests, ordered by qualified healthcare professionals, within the time frame specified in the order.
- h. Medical care will be provided regardless of an inmate's disciplinary status.
- i. A pregnant inmate, who is released from the facility, shall be provided with a copy of her prenatal chart upon written demand, which will include an authorization to release the chart to the inmate or her designee.
- j. A pregnant inmate shall be placed in the Medical Housing Unit for observation when ordered by a qualified healthcare professional.

Adequate Nutrition and Supplements

Pregnant and post-partum inmates shall receive adequate pregnancy/nursing diet as ordered by qualified healthcare professionals on a case by case basis.

Pregnant and lactating inmates shall receive their pregnancy/nursing diet regardless of where they are housed at ACJ.

Pregnant and lactating inmates shall receive prenatal vitamins and supplements as prescribed by their qualified healthcare professionals on a daily basis without any exceptions. Pregnant and lactating inmates will be advised that a dietary supplement will be made available to them upon their request and recommendation by their treating qualified healthcare professional.

ACJ Staff will track the disbursement of the pregnancy/nursing diet and prenatal supplements by the inmate signing for the meal and supplement or her refusal to sign noted by staff. The form shall be scanned and retained electronically by the BOC.

All complaints and grievances about pregnant and lactating inmates not receiving the appropriate diet and supplements shall be handled in accordance with Policy 505, except the investigation of this type of complaint shall be completed and returned to the Complaint Officer within five (5) days.

Housing Considerations

In accord with BOC policies stated above, the goal is to eliminate conditions of restrictive housing for pregnant inmates except in rare cases and to house pregnant inmates in general population according to their classification level.

Pregnant inmates shall be given sufficient out-of-cell time to meet their exercise needs as determined by the treating qualified healthcare professional. Pregnant inmates shall have daily access to recreation areas on their assigned Pod outside their cell for at least two hours of exercise per day between the hours of 6 a.m. and 10 p.m. The specific time when the exercise is allowed shall be determined by the qualified healthcare professionals with consultation with a Major or higher official of the jail.

Adequate Hygiene

Pregnant inmates will at all times be provided with hygiene supplies and granted access to showers as described by Policy 317.

Discipline and Solitary Confinement

Pregnant inmates who violate the rules and regulations of the ACJ shall be issued an informal resolution and or misconduct.

Except as outlined below, pregnant inmates are not permitted to be placed in any form of restrictive housing, including being secured in their cells on Pre-Segregation, DHU Status, Informal Resolutions, Investigative Status, Administrative Custody or in the Medical Holding Unit.

Forms of discipline of pregnant inmates will be limited, to the extent possible, as follows:

- The inmate may be sanctioned by restricting telephone, visiting privileges, and/or commissary privileges, but not by restricting out of cell time. If a pregnant inmate's commissary is restricted, supervisory staff shall ensure the inmate has enough hygiene items and is notified of their ability to request nutritional supplements.
- Pregnant inmates' access to visits or phone calls with family members may be restricted. This restriction will be reviewed every seven (7) days. ACJ will make an exception during the disciplinary period for the limited purpose of the inmate planning for the delivery, care and custody of the child and legal calls related to the child's care and custody.
- A pregnant inmate may be placed in restrictive housing only as a temporary response to behavior that poses a serious and immediate risk of physical harm. This decision to place the pregnant woman in restrictive housing must be approved by the Duty Officer and the rationale documented on the Administrative/Disciplinary/Protective Housing Placement Assessment Form. The form will then be submitted to the Deputy Warden's office for review. An example of this form is attached as an exhibit to this Policy. Periods of restrictive housing in excess of 7 days will require the approval of a major or higher and shall be reviewed not less than once per week.
- An informal hearing, with a meaningful opportunity for the inmate to be heard and conducted by a person selected by the Warden or by his designee, shall be held within twenty-four hours if a pregnant inmate's privileges are restricted. The person conducting the informal hearing shall not have been involved in the incident that is the subject of the hearing. This sub-paragraph shall not apply to

Informal Resolutions under Policy #176 nor shall it serve to waive any right of the inmate to a formal hearing.

All pregnant and postpartum inmates will be cleared by a qualified healthcare professional (a registered nurse, physician or certified nurse mid-wife) prior to placement in restricted housing. Medical clearance for placement in restricted housing will be documented in the medical file and the inmate's disciplinary file. An example of this form is attached as an exhibit to this Policy. Any placement of a pregnant inmate in restricted housing should be re-evaluated every seven days by the Program Review Committee and daily by medical personnel. The PRC review shall be noted in the Review Committee Action form. An example of this form is attached as an exhibit to this Policy.

Delivery and Transfer of Infant in Custody

Once a qualified healthcare professional has established true labor, the inmate shall be transported to the hospital.

Elective Termination of Pregnancy

Elective termination of pregnancy procedures will be provided at the inmate's request. Inmates shall not be denied services if indigent. The inmate shall be responsible for all costs related to the diagnostic work-up, assessment, treatment, surgical intervention, medical complications, Correctional officers, and transportation cost associated with the elective termination of pregnancy procedures. A hold for the total cost shall be placed on the inmate's account and shall be restored if incarcerated until payment is paid in full.

An elective termination procedure shall be performed by a physician, in compliance with all applicable laws, including the Abortion Control Act, 18Pa. C.S.A. 3201-3220, Chapter 2, Page 10, and Subsection II.E.3

These procedures shall not be performed in Department facilities. They shall be performed in a licensed offsite facility.

Inmate Notification:

Elective termination of pregnancy procedures will be provided at the inmate's request.

Inmates shall not be denied services if indigent. The inmate shall be responsible for all costs related to the diagnostic work-up, assessment, treatment, surgical intervention, medical complications, Correctional officers, and transportation cost associated with the elective termination of pregnancy procedures. A hold for the total cost shall be placed on the inmates account and shall be restored if incarcerated until payment is paid in full. Inmate shall receive a copy of the itemized invoice upon request.

An elective termination procedure shall be performed by a physician, in compliance with all applicable laws, including the Abortion Control Act, 18Pa. C.S.A. 3201-3220, Chapter 2, Page 10, and Subsection II.E.3

These procedures shall not be performed in Department facilities. They shall be performed in a licensed offsite facility.

Signature is notification of understanding the above

Inmate

Date

Deputy Warden of Administration

Date

FORMS

ALLEGHENY COUNTY BUREAU OF CORRECTIONS INCIDENT PACKAGE CHECKLIST

Sergeant Name: _____ Captain Name: _____ Incident Date: _____ Location(s): _____

| | | | |
|--------------|-------|--------------|-------|
| Inmate Name: | DOC # | Inmate Name: | DOC # |
| Inmate Name: | DOC # | Inmate Name: | DOC # |
| Inmate Name: | DOC # | Inmate Name: | DOC # |
| Inmate Name: | DOC # | Inmate Name: | DOC # |
| Inmate Name: | DOC # | Inmate Name: | DOC # |
| Inmate Name: | DOC # | Inmate Name: | DOC # |

| CONTENTS OF PACKAGE | SERGEANT'S INITIALS | CAPTAIN'S INITIALS |
|---------------------------|---------------------|--------------------|
| Signed Officer's Report | | |
| Misconduct Report | | |
| Medical Report | | |
| Labeled Video Disc | | |
| Label Front of Photos | | |
| E-mail Sent | | |
| Internal Affairs Informed | | |
| Chaplain Informed | | |
| Duty Officer Informed | | |
| Sergeant's Review | | |

| | TYPE OF INCIDENT | | | | SHIFT |
|------------------------|-------------------------|-------------------|--------------------|------------------|-------|
| | Suicide gown | Contraband - Sub. | Caustic materials | Time of incident | |
| Inmate fight | | Attempted escape | Culinary equipment | | |
| Inmate injury | Refusal to lock-in | Escape | Employee injury | | |
| Inmate work injury | PREA incident | Bad release | Officer assaulted | | |
| Inmate assault | Medical emergency | Property damage | Other: | | |
| Inmate death | Contraband: | Keys | | | |
| Inmate suicide | Contraband - weapon | Tools | | | |
| Inmate suicide attempt | Contraband - medication | | | | |

Allegheny County Bureau of Corrections

Use of Force Review

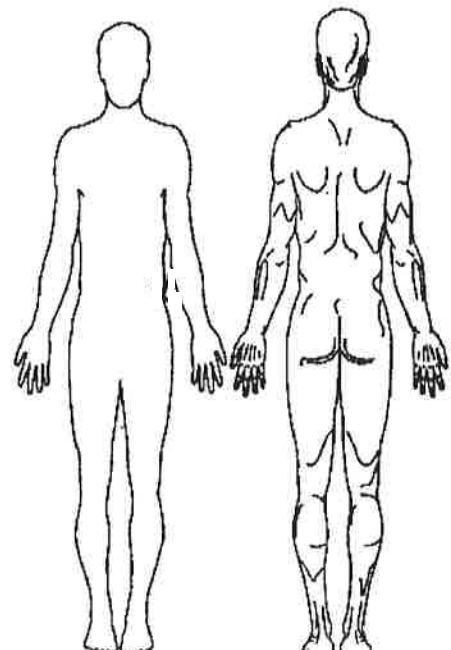
| Type of Incident | | | |
|--|--|---|----------------|
| Planned: | | If planned, which handheld camera was used? | |
| | | | Unplanned: |
| Personnel Section | | | |
| Name of Officer reporting a use of force to Shift Commander: | | | Title: Captain |
| Date of incident: | | Time of incident: | |
| Location of incident: | | Type of incident: | |
| CCTV camera number(s): | | Incident report number: | |
| Inmate/New Arrest Involved | | DOC # (if applicable) | |
| | | | |
| | | | |
| | | | |
| Facility Staff Reviewing the Videotape and Documentation Section | | | |
| Shift Commander: | | Signature: | |
| Major: | | Signature: | |
| Major: | | Signature: | |
| Deputy Warden: | | Signature: | |
| Warden: | | Signature: | |
| Shift Commander Summation of Review Section | | | Yes/No |
| Staff actions are in accordance with ACJ policies and procedures? If no, explain below. (Type directly below this box) | | | |
| | | | |
| Follow-up action recommended or required? If yes, explain below. (Type directly below this box) | | | |
| | | | |
| Other comments: (Type directly below this box) | | | |
| | | | |
| Printed name of Captain filing the Use of Force Review: | | | |
| Signature of Captain filing the Use of Force Review: | | Date: | |

Allegheny County Bureau of Corrections Use of Force Occurrence Report

| Type of Incident | | | |
|----------------------------|--|-------------------------------|------------------------|
| Planned: | If planned, which hand-held video camera was used? | Unplanned: | |
| Personnel Section | | | |
| To: | Title: | Signature: | |
| From: | Title: | Signature: | |
| Date of Incident: | | Time of Incident: | |
| Location(s) of Incident: | | Method of Force: | |
| Inmate(s) Name(s) Involved | DOC # | Staff Involved (Title + Name) | Witness (Title + Name) |
| | | | |
| | | | |
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| | | | |
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| TASER/OC Details | |
|---|--|
| TASER used? | |
| TASER serial number | |
| Number of TASER cycles used | |
| Serial number of cartridge(s) deployed | |
| Duration of cartridge(s) deployed | |
| Type of cartridge(s) deployed | |
| Drive-stun(s) used? | |
| Duration of drive-stun(s) used | |
| Did probes make contact with the skin? | |
| Were probes removed by medical? | |
| E.B.I.D. shield used? | |
| Oleoresin Capsicum used? | |
| Type of Oleoresin Capsicum used? | |
| Number of Oleoresin Capsicum bursts administered? | |
| Duration of Oleoresin Capsicum bursts | |

APPLICATION AREAS
Place "X's" where probes hit suspect AND "O's" where stunned.



Restraint Chair used?

Detailed description of the Use of Force Occurrence:

(Type directly below this grey box)

Description of any weapon(s) used by the inmates(s)/new arrest(s) or found in the area. If any, attach a photograph of the weapon(s).

(Type directly below this grey box)

Detailed description of any injuries sustained by Staff and/or inmate(s)/new arrest(s) and any medical attention provided.

(Type directly below this grey box)

FORM 115 REVSD

ALLEGHENY COUNTY JAIL

MISCONDUCT NUMBER #

MISCONDUCT REPORT OTHER

| | | | |
|--------|--------|-----------------------------|-----------------|
| POD # | | Misconduct Time 24 Hr. Base | Misconduct Date |
| Cell # | D.O.C. | Class of Misconduct | |

OTHER INMATES OR STAFF INVOLVED OR WITNESSES (CHECK I OR W)

| Name | I | W | Name | I | W |
|------|---|---|------|---|---|
| | | | | | |
| | | | | | |
| | | | | | |

MISCONDUCT

STAFF MEMBER'S VERSION

IMMEDIATE ACTION TAKEN AND REASON

STAFF MEMBER REPORTING MISCONDUCT
SIGNATURE AND TITLE

ACTION APPROVED BY RANKING C.O. ON DUTY
SIGNATURE AND TITLE

DATE AND TIME INMATE GIVEN COPY
DATE TIME 24 HOUR BASE

Hearing Date

Hearing Time

Location of Hearing

Misconduct Category

Signature of Person Serving Notice

CLASS 1 CLASS 2

NOTICE TO INMATE

You will be scheduled for a hearing within 7 business days (not including weekends or holidays) from the date of the misconduct. You may remain silent, if you wish, and anything you say will be used against you both at the hearing and in a court of law if this matter is referred for criminal prosecution. If you choose to remain silent, the hearing committee may hold your silence against you, but they must have some other evidence besides your silence in order to find you guilty. If you indicate that you wish to remain silent, you will be asked no further questions.

You may be represented by another inmate of general population status or a member of the institutional staff at your hearing.

You may request witnesses who will be permitted to testify at the hearing provided that they are willing, relevant and do not create a security hazard, relevancy and security will be determined by the chairman of the hearing committee.

If you wish to take advantage of either or both of these choices, please notify the chairman of the hearing committee in writing immediately on the form provided.

If this block is checked and you are found guilty of the above misconduct, the hearing committee may suspend or revoke your work-release status.

WHITE-HEARING COMMITTEE

YELLOW-HEARING COMMITTEE

PINK-HEARING COMMITTEE

GOLDENROD-HEARING COMMITTEE

ALLEGHENY COUNTY BUREAU OF CORRECTIONS ADMINISTRATIVE/DISCIPLINARY/PROTECTIVE HOUSING PLACEMENT/ASSESSMENT FORM

| | | | |
|----------------------------|--------------------------|--------------------------|--|
| Inmate/New Arrest Name: | | DOC #: | |
| Previous Housing Unit: | | New Housing Unit: | |
| TYPE OF SEGREGATION | | | |
| <input type="checkbox"/> | Protective Custody (PC) | <input type="checkbox"/> | Administrative Custody (AC) |
| <input type="checkbox"/> | Investigative Status | <input type="checkbox"/> | Administrative Protective Custody (ACPC) |
| <input type="checkbox"/> | Pre-hearing Status (DHU) | | |

SERGEANT'S SIGNATURE + PRINTED LAST NAME _____

DATE _____

SHIFT COMMANDER'S SIGNATURE + PRINTED LAST NAME _____

DATE _____

| STATUS CHANGE | | | | |
|---|-----|-------|-------|--|
| From: | To: | Date: | Time: | |
| Reason(s): | | | | |
| <input type="checkbox"/> Inmate's conduct poses serious threat to security of facility <input type="checkbox"/> Inmate's response(s) during Booking Observation Question Interview warrants segregation <input type="checkbox"/> To prevent imminent injury to inmate(s) or personnel <input type="checkbox"/> To contain, prevent, or quell a riot <input type="checkbox"/> Inmate is an escape risk <input type="checkbox"/> Inmate has been designated as high risk <input type="checkbox"/> Inmate is pending investigation for a criminal act committed within the facility <input type="checkbox"/> Inmate is pending investigation for possible placement in Administrative Custody or Protective Custody <input type="checkbox"/> Other (please describe below) | | | | |

Brief explanation for placement: _____

Special Instructions: _____

Inmate Signature: _____

Date: _____

| Captain/Designee 72 hour review and signature | TIME | DATE | RECOMMENDATION |
|--|------|------|---|
| | | | <input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED |



ALLEGHENY COUNTY
BUREAU OF CORRECTIONS
Jail Healthcare Services

MEDICAL AND MENTAL HEALTH SEGREGATION CLEARANCE PLACEMENT FORM

Name: _____ Allergies: _____ DOB: _____ DOC: _____
Date/Time: _____

MEDICAL HEALTH SECTION

Medical: Does the inmate have any injuries? Yes _____ No _____ (If Yes, explain): _____

Medical: Does the inmate have any medical restrictions? Yes _____ No _____
(If Yes, mention the restrictions, do not list the diagnosis)

Medical: Is the inmate on detox protocols? Yes _____ No _____ (If yes, inmate cannot be cleared for segregation)

Medical: Is inmate pregnant? Yes _____ No _____ (If yes, she cannot be cleared for segregation)

Medical: Inmate _____ for Segregation: (Signature/Print Name/Date/Time)

MENTAL HEALTH SECTION

Mental Health: Is inmate suicidal or self-injurious at this time? Yes _____ No _____

Mental Health: Is inmate demonstrating psychotic behavior at this time? Yes _____ No _____

Mental Health: Does inmate need admission to acute mental health unit at this time? Yes _____ No _____

If all answers are "No," then housing placement to be determined by custody. Any "Yes" answers, inmate will be admitted to acute mental health unit for further assessment.

Mental Health Professional should document details on separate progress note for chart including recommendations for continued care/follow up.

Mental Health Professional: (Signature/Print Name/Date/Time)

| | | | | | | | |
|---|--------------|---------------------|--|--|--|------------------------------------|--|
| FORM 116 RVSb | | | | ALLEGHENY COUNTY JAIL | | MISCONDUCT NUMBER # | |
| <input checked="" type="checkbox"/> MISCONDUCT REPORT | | | | <input type="checkbox"/> OTHER | | | |
| POD # | | | | Misconduct Time 24 Hr. Base | | Misconduct Date | |
| Cell # | | D.O.C. | | Place of Misconduct | | | |
| OTHER INMATES OR STAFF INVOLVED OR WITNESSES (CHECK I OR W) | | | | | | | |
| Name | | I | | W | | Name | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| MISCONDUCT | | | | | | | |
| STAFF MEMBER'S VERSION | | | | | | | |
| | | | | | | | |
| IMMEDIATE ACTION TAKEN AND REASON | | | | | | | |
| | | | | | | | |
| STAFF MEMBER REPORTING MISCONDUCT SIGNATURE AND TITLE | | | ACTION APPROVED BY RANKING C.O. ON DUTY SIGNATURE AND TITLE | | | DATE AND TIME INMATE GIVEN CC | |
| | | | | | | DATE | |
| | | | | | | TIME 24 HOUR | |
| Hearing Date | Hearing Time | Location of Hearing | | Misconduct Category | | Signature of Person Serving Notice | |
| | | | | <input checked="" type="checkbox"/> CLASS 1 <input type="checkbox"/> CLASS 2 | | | |
| NOTICE TO INMATE | | | | | | | |
| <p>You will be scheduled for a hearing within 7 business-days (not including weekends or holidays) from the date of the misconduct. You may remain silent, and anything you say will be used against you both at the hearing and in a court of law if this matter is referred for criminal prosecution. If you choose to remain silent, the hearing committee may hold your silence against you, but they must have some other evidence besides your silence in order to find you guilty. If you indicate that you wish to remain silent, you will be asked no further questions.</p> <p>You may be represented by another inmate of general population status or a member of the institutional staff at your hearing.</p> <p>You may request witnesses who will be permitted to testify at the hearing provided that they are willing, relevant and do not create a security hazard, and security will be determined by the chairman of the hearing committee.</p> <p>If you wish to take advantage of either or both of these choices, please notify the chairman of the hearing committee in writing immediately on the form provided.</p> | | | | | | | |
| <input type="checkbox"/> If this block is checked and you are found guilty of the above misconduct, the hearing committee may suspend or revoke your work-release status. | | | | | | | |

COUNTY BUREAU OF CORRECTIONS ADMINISTRATIVE/DISCIPLINARY/PROTECTIVE HOUSING PLACEMENT/ASSESSMENT FORM

| | | | |
|---|--|---|--|
| First Name: | | DOC #: | |
| Rooming Unit: | | New Housing Unit: | |
| TYPE OF SEGREGATION | | | |
| <input type="checkbox"/> Protective Custody (PC) | | <input type="checkbox"/> Administrative Custody (AC) | |
| <input type="checkbox"/> Investigative Status | | <input type="checkbox"/> Administrative Protective Custody (ACPC) | |
| <input type="checkbox"/> Pre-hearing Status (DHU) | | | |

Sgt. Jesse Andrascik

| | |
|--|------|
| SERGEANT'S SIGNATURE + PRINTED LAST NAME | DATE |
|--|------|

| | |
|---|------|
| SHIFT COMMANDER'S SIGNATURE + PRINTED LAST NAME | DATE |
|---|------|

| STATUS CHANGE | | | | |
|---|-----|-------|-------|--|
| From: | To: | Date: | Time: | |
| Reason(s): | | | | |
| <input type="checkbox"/> Inmate's conduct poses serious threat to security of facility | | | | |
| <input type="checkbox"/> Inmate's response(s) during Booking Observation Question Interview warrants segregation | | | | |
| <input type="checkbox"/> To prevent imminent injury to inmate(s) or personnel | | | | |
| <input type="checkbox"/> To contain, prevent, or quell a riot | | | | |
| <input type="checkbox"/> Inmate is an escape risk | | | | |
| <input type="checkbox"/> Inmate has been designated as high risk | | | | |
| <input type="checkbox"/> Inmate is pending investigation for a criminal act committed within the facility | | | | |
| <input type="checkbox"/> Inmate is pending investigation for possible placement in Administrative Custody or Protective Custody | | | | |
| <input type="checkbox"/> Other (please describe below) | | | | |

| | |
|----------------------------------|--|
| Brief explanation for placement: | |
| Special Instructions: | |

Inmate Signature: _____ Date: _____

| Captain/Designee 72-hour review and signature | TIME | DATE | RECOMMENDATION |
|--|------|------|---|
| | | | <input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED |

COUNTY OF



ALLEGHENY

RICH FITZGERALD
COUNTY EXECUTIVE

Who is involved?

When did it happen?

Where did it happen?

What happened?

Witnesses:

Reported by:

Date:

COUNTY OF



ALLEGHENY

RICH FITZGERALD
COUNTY EXECUTIVE

Incident Report

Who was involved?

When did the Incident Occur?

Where did it Happen?

REPORT

Officer _____

Date & Time _____

ORLANDO L. HARPER, WARDEN
ALLEGHENY COUNTY JAIL
950 SECOND AVENUE • PITTSBURGH, PA 15219
PHONE (412) 350-2000 • (412) 350-2032
WWW.ALLEGHENYCOUNTY.US

**ALLEGHENY COUNTY PRISON
INCIDENT REPORT
PITTSBURGH, PA 15219**

Rev. 7/2009

WHO IS INVOLVED? _____

WHEN DID THE INCIDENT OCCUR? DATE: _____ TIME: _____

WHERE DID IT HAPPEN? _____

WHAT HAPPENED? _____

WITNESSES: _____

REPORTING OFFICER

DATE & TIME:

ONLY THE ESSENTIAL FACTS SHOULD BE WRITTEN IN THE REPORT. THAT WHICH HAS NO DIRECT BEARING ON THE INCIDENT SHOULD BE OMITTED.



ALLEGHENY COUNTY
BUREAU OF CORRECTIONS
Jail Healthcare Services

MEDICAL AND MENTAL HEALTH SEGREGATION CLEARANCE PLACEMENT FORM

Name: _____ DOB: _____ DOC: _____
 Allergies: _____ Date/Time: _____

MEDICAL HEALTH SECTION

Medical: Does the inmate have any injuries? Yes _____ No _____ (If Yes, explain): _____

Medical: Does the inmate have any medical restrictions? Yes _____ No _____
 (If Yes, mention the restrictions, do not list the diagnosis)

Medical: Is the inmate on detox protocols? Yes _____ No _____ (If yes, inmate cannot be cleared for segregation)

Medical: Is inmate pregnant? Yes _____ No _____ (If yes, she cannot be cleared for segregation)

Medical: Inmate IS CLEARED for Segregation: (Signature/Print Name/Date/Time)

MENTAL HEALTH SECTION

Mental Health: Is inmate suicidal or self-injurious at this time? Yes _____ No _____

Mental Health: Is inmate demonstrating psychotic behavior at this time? Yes _____ No _____

Mental Health: Does inmate need admission to acute mental health unit at this time? Yes _____ No _____

If all answers are "No," then housing placement to be determined by custody. Any "Yes" answers, inmate will be admitted to acute mental health unit for further assessment. Mental Health Professional should document details on separate progress note for chart including recommendations for continued care/follow up.

Mental Health Professional: (Signature/Print Name/Date/Time)

COUNTY OF



ALLEGHENY

RICH FITZGERALD
COUNTY EXECUTIVE

Allegheny County Jail Pregnant Inmate Receipt for Meal

| | | |
|--------------------------|-------------|-------------|
| Print Inmate Name: _____ | Date: _____ | Time: _____ |
| Inmate Signature: _____ | | DOC# _____ |

This memorandum shall serve as a receipt indicating you received your pregnancy diet meal at the Allegheny County Jail on the following dates and times.

Breakfast Meal

Officer Name Print: _____ Date: _____ Time: _____

Officer Signature: _____

Captain Print Name: _____ Date: _____ Time: _____

Captain Signature: _____

Lunch Meal

Officer Name Print: _____ Date: _____ Time: _____

Officer Signature: _____

Captain Print Name: _____ Date: _____ Time: _____

Captain Signature: _____

Dinner Meal

Officer Name Print: _____ Date: _____ Time: _____

Officer Signature: _____

Captain Print Name: _____ Date: _____ Time: _____

Captain Signature: _____

* The officer shall sign his/her name and write "Refuse to Sign" on this document, when the diet meal is offered and refused by the inmate.

ORLANDO L. HARPER, WARDEN
ALLEGHENY COUNTY JAIL

950 SECOND AVENUE • PITTSBURGH, PA 15219
PHONE (412) 350-2000 • (412) 350-2032
WWW.ALLEGHENYCOUNTY.US

FORM ACI-141 D PART III 11/09

ALLEGHENY COUNTY JAIL

PROGRAM REVIEW COMMITTEE ACTION

950 SECOND AVENUE
PITTSBURGH, PA 15219

Misconduct Periodic Review Other

| | | | | | |
|----------------|----------------|-------------|-----------------------------|-----------------|-----------------|
| BC Number | NAME | Institution | Misconduct Time 24 Hr. Base | Misconduct Date | No. from Part 1 |
| INMATE PLEA | Not Applicable | Guilty | | | Date of Review |
| | No Plea | Not Guilty | | | |

PROGRAM REVIEW COMMITTEE'S DECISION AND ITS RATIONALE

(This area is intentionally left blank for the committee's decision and rationale.)

DECISION RELATIVE TO HEARING COMMITTEE'S VERDICT

Not Applicable Sustain Sustain-Amend Refer Back For Further Study Exonerate Inmate

Names of Program Review Committee Members

Hearing Committee and Program Review Committee action was completed.

DATE

SUPERINTENDENT'S SIGNATURE