



**SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND
THE CHARTER COUNTY OF WAYNE, MICHIGAN
DJ# 204-37-391**

I. BACKGROUND

1. This Agreement is entered into between the United States of America, by the U.S. Attorney's Office for the Eastern District of Michigan, a component of the United States Department of Justice ("the United States" or the "Department"), and the Charter County of Wayne, Michigan ("Wayne County") (individually, "the Party" and collectively, "the Parties").

2. The Department is authorized to investigate complaints and determine the compliance of services, programs, and regulatory activities relating to law enforcement, public safety, and the administration of justice, including correctional institutions, with the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12101 *et seq.*; 28 C.F.R. § 35.190(b)(6). Where appropriate, the Department may also attempt to informally resolve any matter being investigated. 28 C.F.R. § 35.172.

3. Wayne County is a "public entity" as defined under Title II of the ADA, 42 U.S.C. § 12131. Title II of the ADA prohibits discrimination against qualified individuals with disabilities on the basis of disability in the "services, programs, or activities of a public entity." 42 U.S.C. § 12132. The regulations promulgated under Title II further provide that:

- a. No qualified individual with a disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity. 28 C.F.R. § 35.130(a);
- b. A public entity, in providing any aid, benefit, or service, may not, directly or through contractual, licensing, or other arrangements, provide a qualified individual with a disability with an aid, benefit, or service that is not as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others. 28 C.F.R. § 35.130(b)(1)(iii);
- c. A public entity, in providing any aid, benefit, or service, may not, directly or through contractual, licensing, or other arrangements, provide different or separate aids, benefits, or services to individuals with disabilities or to any class of individuals with disabilities than is provided to others unless such action is necessary to provide qualified individuals with disabilities with aids, benefits, or services that are as effective as those provided to others. 28 C.F.R. § 35.130(b)(1)(iv);
- d. A public entity may not, directly or through contractual or other arrangements, utilize

criteria or methods of administration that have the effect of subjecting qualified individuals with disabilities to discrimination on the basis of disability or have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the public entity's program with respect to individuals with disabilities. 28 C.F.R. § 35.130(b)(3);

- e. A public entity shall make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability unless the public entity can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity. 28 C.F.R. § 35.130(b)(7);
- f. A public entity shall administer services, programs, and activities in the most integrated setting appropriate to the needs of qualified individuals with disabilities. 28 C.F.R. § 35.130 (d);
- g. Any facility or part of a facility constructed or altered by, on behalf of, or for the use of a public entity shall be designed and constructed in such manner that the facility or part of the facility is readily accessible to and usable by individuals with disabilities. 28 C.F.R. §§ 35.151(a), (b);
- h. A public entity responsible for operating jail and other correctional facilities shall ensure that qualified inmates or detainees with disabilities are not discriminated against and are housed in the most integrated setting appropriate to the needs of the individuals. 28 C.F.R. § 35.152(b); and
- i. A public entity that employs fifty (50) or more persons shall designate at least one (1) employee to coordinate its efforts to comply with Title II's implementing regulation, including the investigation of complaints alleging its noncompliance or any actions that would be prohibited by this part, and shall adopt and publish grievance procedures providing for prompt and equitable resolution of such complaints. 28 C.F.R. § 35.107.

4. Wayne County operates services, program, and activities at correctional facilities in Michigan ("the Jail"), including, but not limited to, the following:

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| a. Clothing, Laundry, and Linen Services; | i. Intake Screenings; |
| b. Detoxification and Withdrawal Treatment Program; | j. Grievance Program; |
| c. Dental Services; | k. Meal and Nutritional Programs; |
| d. Health Assessments; | l. Medical and Healthcare Services; |
| e. Health & Mental Health Screening Programs; | m. Medication Administration Program; |
| f. Health Service Requests; | n. Mental Health Services; |
| g. Housing Assignment and Classification Programs; | o. Recreational Activities and Equipment; |
| h. Hygiene Services; | p. Sanitation Program; |
| | q. Suicide Prevention Program; and |
| | r. Visitation Program. |

5. The United States initiated an investigation of the Jail upon receipt of multiple complaints, alleging that qualified inmates with disabilities do not have an equal opportunity to participate in and benefit from Wayne County's services, programs, and activities. Among other things, the complaints alleged that Wayne County routinely fails to provide appropriate prescription medication to inmates with disabilities; fails to provide appropriate mental health services to inmates with mental health disabilities; fails to provide appropriate medical equipment to inmates with disabilities; and fails to conduct medical and mental health assessments when inmates arrive to assess their health needs. The Department also learned that eight inmates at the Jail committed suicide over a fourteen-month period.

6. The United States' investigation substantiated these complaints and yielded additional concerns regarding the services, programs, and activities discussed in this Agreement and the effects of Wayne County's methods of administration on qualified individuals with disabilities.

7. Wayne County has fully cooperated with the United States' investigation.

8. The United States and Wayne County agree that it is in the Parties' best interests, and the United States believes that it is in the public interest, to resolve this investigation on mutually agreeable terms without litigation and have therefore agreed to the terms of this Agreement. In consideration of the terms of this Agreement, the United States agrees to refrain from bringing a civil action in this matter, except as provided in Paragraph [66] below.

9. This Agreement is neither an admission of liability by Wayne County, nor a concession by the United States that any claims under Title II of the ADA would not be well-founded. By entering into this Agreement, Wayne County is not admitting that any action taken with respect to the allegations made in the complaints or related to this investigation was wrongful, unlawful, or in violation of any local, state, or federal act or statute. This Agreement is enforceable only by the parties. No person or entity is intended to be a third-party beneficiary of the provisions of this Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under this Agreement. This Agreement is not intended to impair or expand the right of any person or organization to seek relief against Wayne County or its officials, employees, or agents for their conduct or the conduct of Jail staff; accordingly, it does not alter legal standards governing any such claims. This Agreement does not authorize, nor shall it be construed to authorize, access to any Wayne County or DOJ documents by persons or entities other than the United States, Wayne County, and the expert consultants referenced in this Agreement.

II. DEFINITIONS

10. For purposes of this Agreement, the following terms have the meanings described below:

- a. Intake Screening means the initial assessment performed by a registered nurse, which should occur within twenty-four (24) hours of an inmate's admission to the Jail;
- b. An inmate with serious mental illness means an inmate who has a mental impairment that substantially limits one or more major life activities, including an inmate with a record of such an impairment;

- c. A Health Assessment is the comprehensive medical assessment performed by a Medical Provider, which occurs within fourteen (14) days of an inmate's admission to the Jail;
- d. A Medical Provider is a physician, physician's assistant, or nurse practitioner who provides primary, acute, or emergency care to inmates at the Jail;
- e. A Mental Health Provider is a psychiatrist, psychologist, master's level therapist, or nurse practitioner who provides mental health care to inmates at the Jail; and
- f. Jail staff includes custody staff as well as any employees, contractors, subcontractors, or agents of Wayne County who provide or assist in the provision of the services, programs, and activities discussed in this Agreement.

III. GENERAL RELIEF

A. NON-DISCRIMINATION

- 11. Wayne County shall not, by reason of disability, exclude any inmate with a disability from participation in or deny any such inmate the benefits of its services, programs, or activities, or subject any inmate with a disability to discrimination.
- 12. In providing any aid, benefit, or service, Wayne County shall not, directly or through contractual, licensing, or other arrangements, provide an inmate with a disability with an aid, benefit, or service that is not as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as that provided to other inmates.
- 13. In order to accomplish the objectives of its services, programs, and activities with respect to inmates with disabilities, Wayne County shall adopt methods of administration to ensure that inmates with disabilities at and entering the Jail have timely and appropriate access to health, mental health, and dental care.
- 14. Wayne County shall not, directly or through contractual or other arrangements, utilize criteria or methods of administration that have the effect of subjecting inmates with disabilities to discrimination on the basis of disability or have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of its programs with respect to individuals with disabilities.
- 15. Wayne County shall make reasonable modifications to its policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, including to ensure that inmates with disabilities at and entering the Jail receive timely and appropriate health care, mental health care, and dental care services. Additionally, Wayne County shall make reasonable modifications to its suicide prevention program to avoid discrimination against inmates with disabilities who are at risk of suicide.
- 16. Wayne County shall ensure that inmates with disabilities have an equal opportunity to benefit from its health care and mental health care services. Wayne County shall ensure that all health care

and mental health care treatment occurs in a clinically appropriate setting that provides reasonable privacy, subject to legitimate security concerns and emergency situations.

17. Wayne County shall administer services, programs, and activities in the most integrated setting appropriate to the needs of inmates with disabilities, including with respect to housing assignments and classifications.

18. Wayne County shall designate at least one (1) employee to coordinate its efforts to comply with Title II's implementing regulation, including the investigation of complaints alleging its noncompliance or any actions that would be prohibited by this part, and shall adopt and publish grievance procedures providing for the prompt and equitable resolution of such complaints.

B. POLICIES, PRACTICES, AND PROCEDURES

19. Within thirty (30) days of the Effective Date, Wayne County and any entity contracted to provide health care, mental health care, or dental services to inmates at the Jail shall adopt and fully implement any new or modified policies, practices, and procedures necessary to comply with Paragraphs [27, 31, 38, 41, 45, 47] of this Agreement. Unless otherwise specified below, Wayne County and any entity contracted to provide health care, mental health care, or dental services to inmates at the Jail shall adopt and fully implement any new or modified policies, practices, and procedures necessary comply with the remainder of this Agreement within six (6) months of the Effective Date.

20. Wayne County and any entity contracted to provide health care or mental health care services shall ensure that all new, existing, or modified policies and procedures referenced in this Agreement are tailored to the Jail and include specific references to the Jail that are relevant to Wayne County's practices, staffing, and facilities.

21. Unless otherwise agreed to by the Parties, all staff training related to any new or modified policy or procedure referenced in this Agreement shall be fully completed within one (1) month of the adoption of any new or revised policy or procedure except as otherwise stated in the Agreement. Wayne County shall maintain attendance logs reflecting the date of the training and sign-in sheets, which shall include attendees' names and job titles.

C. NEWLY CONSTRUCTED, ALTERED, OR RELOCATED FACILITIES

22. *Accessible Design and Construction.* At the time of execution, Wayne County is preparing to relocate its operations to the Wayne County Criminal Justice Center. If the Jail's facilities are altered or Wayne County's operations are relocated to a new facility, including, but not limited to, the Wayne County Criminal Justice Center, such altered, relocated, or new facility shall comply in all respects with the ADA, its implementing regulations, including 28 C.F.R. § 35.152 pertaining to correctional facilities, and the 2010 ADA Standards for Accessible Design, or any such relevant accessibility standards that are in effect as of the date that the alteration, relocation, or construction occurs.

IV. SPECIFIC RELIEF

A. IDENTIFICATION & TRACKING OF INMATES WITH DISABILITIES AND DISABILITY-RELATED HEALTH CARE AND MENTAL HEALTH CARE NEEDS

23. *Intake Screening.* Wayne County shall identify inmates with disabilities and their disability-related needs. Wayne County shall ensure that Intake Screening is performed by a registered nurse or a Medical Provider on all inmates upon arrival to ensure that emergent and urgent needs are met. This will take place within twenty-four (24) hours of admission in a confidential setting, fully documented, and available to medical staff in each inmate's file as soon as possible. Wayne County shall ensure that Intake Screening is performed utilizing an appropriate medical intake screening instrument to identify and record observable and non-observable disabilities as well as disability-related medical issues, and seeks the inmate's cooperation to provide information, regarding:

- a. Medical, surgical, and mental health history, including current or recent medications;
- b. Current injuries, illnesses, evidence of trauma, and vital signs, including symptoms of communicable diseases or recent alcohol and substance use;
- c. History of substance use disorder and treatment, including, but not limited to, the use of benzodiazepines, opioids, and alcohol;;
- d. Substances ingested in the past twenty-four (24) hours (e.g., medication, drugs, alcohol, etc.); and
- e. Pregnancy.

24. *Patient History.* Wayne County shall ensure that all available information about a patient's medical history is reviewed as part of Intake Screening (e.g., medical information accompanying patient transfer from another correctional facility, medical history from past stays at the Jail, etc.).

25. *Housing and Classification.* Wayne County shall ensure that inmates with disabilities are housed in the most integrated setting appropriate to their needs, which includes ensuring that any unit housing inmates with acute or chronic disability-related health care needs:

- a. Have adequate schedules for rounding by custody and nursing staff that are documented for tracking and verification; and
- b. Have adequate means for inmates to notify nursing staff of any urgent health care issues or a means for nursing staff to monitor those housing units.

26. *Health Care Forms.* Wayne County shall ensure that it can effectively track the disability-related health care needs of inmates, including the most recent vital signs, for every clinical encounter. Additionally, Wayne County medical forms shall include:

- a. Minimum expectations for examination of each system (e.g., cardiovascular—heart sounds, murmurs, gallops, pulses, etc.) that clearly indicate the system that was examined;

and

- b. A disposition section on forms that include a nurse-to-Medical Provider referral, including the urgency of the referral (i.e., emergency, urgent, and routine as proscribed in the Triage subparagraph, Paragraph [28.b], below).

27. *Pregnancy-Related Disabilities.* Wayne County shall ensure that it identifies and tracks pregnancy-related impairments that substantially limit one or more major life activities, through the provision of timely and appropriate prenatal care, specialized obstetrical services, and postpartum care to pregnant inmates, which shall include:

- a. Medical examinations;
- b. Laboratory tests including offering HIV, Hepatitis B and C, and syphilis testing;
- c. Dietary supplements;
- d. Routine urine testing for protein and ketones;
- e. Assessment of fetal height and heart tones;
- f. Management of chemical dependency; and
- g. Assessment for and treatment of any evidence of complications.

B. ACCESS TO HEALTH, MENTAL HEALTH, AND DENTAL CARE SERVICES

28. *Sick Call Process.* Wayne County shall ensure that inmates with disabilities are not denied the benefits of its health and mental health care services as well as dental care services. Accordingly, Wayne County shall ensure that the program through which inmates request care ("sick call process") includes the following:

- a. *Collection.* A confidential collection method in which designated health care staff members collect sick call requests every day to ensure they are triaged. Custody staff shall not collect sick call request forms;
- b. *Triage.* A triage process for sick call requests that ensures a registered nurse or Medical Provider evaluates each sick call request within twelve (12) hours of the patient's submission of the request. The patient will have a face-to-face encounter with a registered nurse or Medical Provider within twenty-four (24) hours of the receipt of the sick call request that involves a clinical complaint. Wayne County's obligation to provide such care is independent of whether it maintains a medical infirmary on-site at the Jail. The process shall ensure that a registered nurse or Medical Provider determine and document a triage disposition consistent with the following, and that the disposition includes a legible signature of the registered nurse or Medical Provider who completed the evaluation as well as the date/time of the registered nurse's or Medical Provider's evaluation:

1. Patients with emergency complaints will be evaluated immediately by a registered nurse or Medical Provider;
 2. Patients with complaints requiring clinical assessment will be seen by a registered nurse or Medical Provider for a face-to-face evaluation as clinically indicated, but no later than twenty-four (24) hours after the receipt of the sick call request; and
 3. Patients not requiring a clinical assessment (e.g., medication refill, request for medical information, etc.) will be provided a written response within seventy-two (72) hours after the receipt of the sick call request;
- c. *Medical Assessments.* A requirement that inmates receive medical assessments that are conducted consistently with medical standards and best practices such that:
1. Registered nurses and Medical Providers should not conduct cell-side assessments, but instead should assess patients in a medically-equipped and supplied examination room that provides visual and auditory privacy with access to the electronic medical record;
 2. Registered nurses or Medical Providers conduct sick call clinics seven (7) days per week; and
 3. Custody staff provide adequate escorts to timely complete medical and nursing assessments as well as medical, mental health, and dental appointments;
- d. *Referrals for Follow-up Care.* A requirement that, following the face-to-face evaluation referenced in Paragraph [28.b.2], a registered nurse shall prioritize each sick call request into one of the following referral dispositions:
1. Emergent Provider Referral: A nurse notifies a Medical, Dental, or Mental Health Provider immediately and/or 911 is called;
 2. Urgent Provider Referral: A nurse notifies and/or refers to a Medical, Dental, or Mental Health Provider who sees the patient the same day; and
 3. Routine Provider Referral: A nurse schedules the patient to see a Medical, Dental, or Mental Health Provider within ten (10) calendar days;
- e. *Recordkeeping.* A recordkeeping process that includes the following requirements:
1. Health care staff shall contemporaneously maintain a physical or electronic sick call request tracking log, including patient's name, ID number, housing unit, complaint, date of receipt, date of triage, triage disposition, date of appointment, any resulting referrals, and referral date seen;
 2. For patient appointment refusals, nurses shall obtain a signed refusal of treatment, and not rely on custody reports of patient refusals;
 3. Medical Providers shall complete a "Problem List" and treatment plan for each inmate with a disability, that Medical Providers update and maintain at each patient encounter; and
 4. Health care staff shall ensure that diagnostic tests, including tuberculin skin tests, are timely read and documented in the health record.

C. SPECIALTY HEALTH CARE PROGRAMS FOR DISABILITY-RELATED HEALTH CARE AND MEDICAL NEEDS

29. *Specialty Health Care Programs.* Wayne County shall ensure that patients with disabilities

that result in chronic health care and medical needs, including, but not limited to human immunodeficiency virus ("HIV"), hypertension, diabetes, asthma, and elevated blood lipids, have appropriate access to specialty health care programs. This shall include, but is not limited to, the following:

- a. Health care policies, practices, and procedures to ensure timely and appropriate diagnosis, treatment, medication, medication renewal, monitoring, and continuity of care for such disabilities, including expectations for frequency of visits consistent with the nature and severity of the patient's disability. Such policies and procedures must include expectations around documentation and maintenance of Problem Lists described in Paragraph [28.e];
- b. Clinical practice guidelines and Medical Providers' care plans to ensure that inmates with such disabilities are seen by Medical Providers as frequently as medically necessary, as determined by a physician or other Medical Provider and required by the patient's individualized treatment plan, and that all of a patient's disability-related medical needs are evaluated at each visit;
- c. Encounter templates to guide Medical Providers' documentation, including, but not limited to, standardized, disability-specific forms that include yes/no questions for disability-related symptoms/signs to be asked of the patient as well as the patient's immunization history and recommended immunization schedule;
- d. An appointment system based on the nature and severity of an inmate's disability to manage follow up care intervals, volumes, and timeliness of service. For newly diagnosed HIV patients and patients with HIV who have a detectable viral load or have a CD4 cell count below 200 cells/mL, Wayne County shall ensure that they are evaluated by an HIV specialist within the first thirty (30) days of incarceration to ensure adherence to the most up-to-date HIV care guidelines;
- e. Wayne County will permit inmates to carry "keep on person" medications only for medical necessity on an individual basis and only after consultation between custodial staff and the Jail's Medical Director.; and
- f. Custodial policies, practices, and procedures that provide inmates who require additional hygiene supplies, linens, laundry services, or other non-medical supplies because of their disabilities are provided with such supplies and services as needed and without charge, even if the amount needed exceeds standard distribution or service levels.

30. *Review of Outside Care.* Wayne County shall ensure that inmates who receive treatment for their disabilities at specialty offices, emergency rooms, hospitals, or other facilities outside of the Jail are examined and evaluated by a Medical Provider, registered nurse, or LPN upon their return to the Jail and that the Medical Provider, registered nurse, or LPN reviews all accompanying documentation available from that treatment before the inmates are returned to their housing units. This review and the outside provider's documentation shall be recorded in each inmate's medical record, and appropriate follow-up care, including referrals to a Medical Provider, shall be scheduled within twenty-four (24) hours for inmates requiring urgent follow-up care and within ten (10) days

for inmates requiring more routine follow-up care.

31. *MOUD and Detoxification Programs.* Wayne County shall ensure that its policies and procedures for admission and Intake Screening include the medical evaluation of all individuals under its custody and control for opioid use disorder (“OUD”) at the outset of their incarceration. When medically appropriate, Wayne County’s detoxification program and treatment of inmates with OUD, alcoholism, and other substance-use disorders shall include medications for opioid use disorder (“MOUD”). Wayne County shall ensure that its detoxification and withdrawal treatment programs for inmates experiencing symptoms of OUD and/or alcoholism includes an evaluation by a Medical Provider during the Intake Screening or immediately following the Intake Screening to determine the appropriate detoxification protocols and as medically required until a Medical Provider removes the inmate from detoxification protocols to ensure medically appropriate access to detoxification medication, a safe transition of these patients off the detoxification medication if medically appropriate, and the use of evidence-based monitoring tools – Clinical Institute Withdrawal Assessment (“CIWA”) for alcohol detoxification and Clinical Opiate Withdrawal Scale (“COWS”) for opiate detoxification. Wayne County shall establish and maintain an electronic dashboard to monitor each patient’s detoxification progress and relevant scores.

D. FACILITIES AND EQUIPMENT

32. *Maintenance.* Wayne County shall ensure that all areas used to house inmates who have disabilities and equipment used to treat inmates who have disabilities (including, but not limited to, the Medical Special Housing Unit and Mental Health Unit) are adequately cleaned and maintained. This includes, but is not limited to, maintaining the following conditions to minimize any risk of infection:

- a. All treatment areas are free of clutter, rust, dirt, and unlaminated papers, and that all cloth or synthetic materials are intact (e.g., examination table coverings);
- b. All medical areas used for patient examination include a handwashing sink;
- c. The Medical Special Housing Unit receives frequent and detailed sanitation services (including changes of bedding and stocking of hygiene products) that is documented for tracking and verification, and that each patient room in the Medical Special Housing Unit includes a call bell or a similar feature by which patients can notify health care staff of an urgent need; and
- d. Housing areas are adequately cleaned and maintained, including requiring that cells are power washed whenever the inhabitant(s) of the cells change, in addition to regular intervals.

33. *Annual Checks.* Wayne County shall ensure that all medical equipment needed to treat patients with disabilities, such as life-saving devices and clinical equipment, are checked annually for performance and safety, or more frequently based upon manufacturers recommendations.

34. *Refrigerated Storage.* Wayne County shall ensure that refrigerators used for the storage of medication or medical supplies are exclusively used for such purposes. Additionally, Wayne

County shall ensure that the temperature monitoring log is regularly updated, including corrective action plans for any out-of-range temperature recordings.

35. *Peak Flow Meters.* Wayne County shall ensure that peak flow meters, needed to appropriately assess and treat inmates with pulmonary disabilities, are available in all areas where patients are examined, including intake screening areas, medical clinics, and the Medical Special Housing Unit.

E. MEDICATION ADMINISTRATION PROGRAM

36. Wayne County shall ensure that inmates with disabilities are not denied the benefits of its prescription medication program by adopting the following:

- a. Separation of medication administration from other health care activities (i.e., sick call) in order to reduce distractions, reduce the risk of error, and increase the efficiency of medication administration;
- b. Use of technology safeguards, such as scanning patient identification and scanning medication, if Wayne County continues the use of stock medications;
- c. Two-factor patient identification during medication administration;
- d. Medication administration to patients who are off their housing units or at court during the nurses' scheduled medication rounds;
- e. Wayne County shall ensure the timeliness of medication administration in each division and the accurate recording of medication administration times, as well as hygiene practices during medication administration;
- f. Documented review of medication adherence at chronic disease visits, as well as addressing obstacles to adherence;
- g. Wayne County will not change or discontinue an individual's use of a particular medication to treat OUD unless doing so is based on an individualized determination by a Medical Provider that the treatment is no longer medically appropriate. Wayne County may only change the route of administration for a medication to treat OUD based on an individualized determination by a Medical Provider that a different route of administration is both medically and situationally appropriate. Wayne County will offer the option to individuals who have OUD to receive treatment with any FDA-approved OUD medication if a Medical Provider determines that such treatment is medically appropriate based on the individual's condition, including those who were not being treated with OUD medication prior to their incarceration.; and
- h. Medical Provider notification for patient refusal of medications in accordance with policies and procedures. Such policies and procedures shall designate a list of specific medications and classes of medications as "critical medications" and allow for that list to be amended to reflect the medical needs of newly-admitted inmates. "Critical

medications” will include, at a minimum, Warfarin, Clozaril, acute TB medications, Hepatitis C, and HIV medications. Policies and procedures shall require Provider notification of patient refusal of all “critical medications” within 24 hours of refusal of any missed doses of such medications. Policies and procedures shall also designate a list of specific medications and classes of medications as “essential medications” and allow for that list to be amended to reflect the medical needs of newly-admitted inmates.

“Essential medications” will include, at a minimum, anti-psychotics, anti-epileptics, and Insulin products. Policies and procedures shall require Medical Provider notification of patient refusal of all “essential medications” within 14 days if a patient refuses more than 50% of their doses of such medications over seven days. Medications prescribed to treat other chronic disease or infection such as hypertension, diabetes (other than insulin), latent TB infection, other psychotropics, and autoimmune diseases will be reviewed by providers for medication compliance at each chronic care or psychiatric visit.

37. Wayne County shall ensure that inmates with disabilities who have current medication orders from other correctional facilities receive such medication without disruption, and that medication orders from all other sources are verified and processed within forty-eight (48) hours. Wayne County shall ensure that inmates receive, without delay, prescribed medications unless a Wayne County physician makes and documents an alternative clinical judgment regarding the choice of medication.

F. MENTAL HEALTH CARE SERVICES, PROGRAMS, AND ACTIVITIES

38. Wayne County shall ensure that the following mental health services, programs, and activities are available to inmates with serious mental illness:

- a. Confidential screening and assessment;
- b. Creation and maintenance of individualized treatment plans;
- c. Regular, consistent therapy and counseling, in group and individual settings, as clinically appropriate;
- d. Psychosocial and psychoeducational groups;
- e. Outpatient care¹;
- f. Crisis intervention appointments;
- g. Rounds in inpatient, outpatient, and segregated housing;
- h. Residential treatment, including individual counseling;

¹ For purposes of this agreement, “inpatient mental health care” means mental health care provided in the Mental Health Unit (MHU) or the Mental Health Step-Down Unit and “outpatient mental health care” means mental health care provided to inmates housed outside of the MHU or the Mental Health Step-Down Unit.

- i. Suicide and crisis watch, as further discussed in Paragraph [45-47];
- j. Unstructured out-of-cell time, and structured out-of-cell therapeutic activities;
- k. Medication management appointments at intervals dictated by clinical condition (more frequent contacts when ill, less frequent when stable); and
- l. Discharge planning.

39. *Collaboration Between Jail Staff.* Wayne County shall ensure adequate collaboration between mental health staff (especially psychiatry and psychology), custody staff, and Wayne County leadership to accomplish its treatment objectives for inmates with disabilities, including ensuring adequate multidisciplinary treatment plans, the collaborative planning of the clinical treatment of inmates' mental health needs, the collaborative use of mental health records, and collaborative management of mental health services generally. Mental health staff, custody staff, and the Jail's leadership will be informed of the policies, procedures, and practices on all housing units and, when appropriate, the mental health needs of inmates transferring between housing units. Adequate communication between mental health staff, custody staff and Wayne County leadership will involve, in part, ensuring that leadership is routinely informed of the resource needs of the Jail's mental health program. Supervisory members of custody staff shall regularly attend meetings with the Mental Health Providers.

40. *Staffing Analysis.* Within three (3) months of the Effective Date, Wayne County shall conduct a mental health staffing analysis to ensure adequate staffing of its services, programs, and activities. Consistent with that analysis, staffing must be adjusted within six (6) months of the Effective Date to sufficiently provide the continuum of mental health care detailed in Paragraph [38]. Wayne County shall provide those mental health care services and maintain an adequate staffing level for the duration of this Agreement.

41. *Mental Health Unit.* Wayne County shall modify its policies, practices, and procedures for inmates housed in the Mental Health Unit to ensure that inmates are not excluded from participation in any services, programs, or activities; to ensure that Wayne County administers all services, programs, and activities in the most integrated setting appropriate to the needs of inmates with serious mental illness; and to ensure that inmates with serious mental illness are housed in the most integrated setting appropriate. This shall include, but is not limited to, modifications to the following:

- a. Policies, practices, and procedures for the MHU for admission, discharge, and mental health treatment programs, ensuring access to psychosocial and psychoeducational groups as well as opportunities for out-of-cell time for recreation, showers, and visitation;
- b. Policies, practices, and procedures to ensure that inmates in the MHU are not restricted from necessary items, including appropriate clothing, linens, and drinking water;
- c. Policies, practices, and procedures for the use of psychotropic medications, which shall incorporate information regarding the effects of psychotropic medication on inmates in conditions where Wayne County cannot appropriately regulate interior temperatures and a plan to address associated the risks of heat-related illnesses; and

- d. Policies, practices, and procedures for using disciplinary time and the elimination of the practice of “time out” in the MHU and the mental health step down unit.

42. *Confidentiality.* To prevent disability-based discrimination against inmates with serious mental illness, Wayne County shall ensure that conversations between Mental Health Providers and inmates are conducted in a confidential setting. In the extraordinary circumstance where it is necessary for a Mental Health Provider to conduct an assessment at cell-front, the Mental Health Provider shall document the reason(s) that necessitated the cell-front assessment and the Mental Health Provider’s plan to avoid such assessments in the future.

43. *Treatment Team Meetings.* In order to accomplish its treatment objectives for inmates with disabilities, Wayne County shall ensure that mental health treatment team meetings are conducted that discuss individual progress, treatment plans, and goals for each patient and that such meetings include the patient and a representative from custody staff as well as Mental Health Providers. Mental health treatment team meetings should occur as frequently as appropriate for each inmate depending on the level of care being provided and the length of stay.

44. *Treatment Outside of the Jail.* Wayne County shall ensure that all inmates with serious mental illness, not only persons found incompetent to stand trial, have the opportunity to receive mental health services or treatment outside of the Jail or in a hospital if those services cannot be provided at the Jail.

G. SUICIDE PREVENTION PROGRAM

45. *Modifications to Suicide Prevention Program.* Wayne County shall adopt methods of administration to ensure that its suicide prevention program accomplishes its objectives for inmates with serious mental illness. Additionally, Wayne County shall make reasonable modifications to ensure that inmates at risk of suicide are not unnecessarily excluded from participation in any services, programs, or activities.

46. *Integrated Settings.* Wayne County shall ensure that it administers all services, programs, and activities in the most integrated setting appropriate to the needs of such inmates; and to ensure that inmates with serious mental illness are housed in the most integrated setting appropriate.

- a. Housing assignment policies, practices, and procedures that ensure each inmate assigned to a segregated unit receives an assessment by nursing staff upon admission to such placement. The following are recommended questions for the assessment:

1. Is the inmate currently having thoughts of harming himself/herself?
2. Has the inmate previously tried to harm himself/herself because of a segregation placement?
3. Is the inmate speaking incoherently; expressing bizarre thoughts; unable to sit still or pay attention; or is disoriented to time, place, or person?

Affirmative responses to any of these questions should result in an immediate mental health referral;

- b. Policies, practices, and procedures that ensure all inmates on special management status

(i.e., segregation) are observed by correctional officers in at least thirty (30)-minute intervals;

- c. Policies, practices, and procedures that ensure nursing staff review electronic health records to determine whether existing needs related to an inmate's serious mental illness contraindicate an inmate's housing placement or require other accommodations;
- d. Policies, practices, and procedures that ensure Wayne County's mental health services contractors or providers use the Suicide Risk Assessment Form for the initial assessment of inmates identified as potentially suicidal;
- e. Modifications to the design and construction, if necessary, of all cells used to house inmates on suicide precautions to ensure that such cells are suicide-resistant. Until modifications to the "suicide resistant" cells are complete, Wayne County shall use psychiatric attendants/watchers to sit directly outside of the cells of inmates on constant watch;
- f. Policies, practices, and procedures to include a definition of "suicide-resistant" cells and a requirement that all inmates on suicide precautions be housed in specifically designated suicide-resistant cells;
- g. Policies, practices, and procedures to include specific definitions for at least two levels of observation for suicidal inmates, consistent with National Commission on Correctional Health Care standards, that clearly identify what behavior of an inmate with serious mental illness necessitates a specific level of suicide watch and the individual(s) responsible for the observation of suicidal inmates. The practice of utilizing the options of "constant observation with clothes" (COC) and "constant observation with gown" (COG) has been discontinued;
- h. Policies, practices, and procedures to ensure that a "Suicide Watch Observation Sheet" is kept on the cell door of each inmate on suicide precautions and not within the officer's station;
- i. Policies, practices, and procedures to ensure the completion of individual treatment plans and daily risk assessments for inmates held on suicide precautions in excess of twenty-four (24) hours that describe signs, symptoms, and the circumstances in which the risk for suicide is likely to recur, how recurrence of suicidal thoughts can be avoided, and actions the inmate and staff can take if suicidal thoughts do occur. Absent some extenuating security circumstances, all treatment interventions, including daily risk assessments, must be offered in an out-of-cell in an area that affords sound privacy. (Inmates placed on suicide precautions after-hours by a non-mental health clinician and discharged within twenty-four (24) hours may not need an individualized treatment plan.); and
- j. Policies, practices, and procedures to ensure that inmates discharged from suicide precautions shall remain on mental health caseloads and receive regularly scheduled follow-up assessments by a Mental Health professional. Such assessments shall include, at a minimum, follow-up with a Mental Health professional within twenty-four (24) hours

of discharge from suicide precautions, again within one week, and then as clinically required.

47. *Access to Services, Programs, and Activities During Suicide Watch.* To ensure that inmates with serious mental illness on suicide precautions are not excluded on the basis of disability from participation in services, programs, or activities and to ensure that Wayne County administers services, programs, and activities in the most integrated setting appropriate based on an individualized assessment and clinical judgment, Wayne County shall ensure the following:

- a. All decisions regarding the removal of an inmate's clothing, bedding, possessions (e.g., books, slippers/sandals, eyeglasses, etc.), and privileges are commensurate with the level of suicide risk as determined on a case-by-case basis by a Mental Health professional and documented in Wayne County's medical record system;
- b. All inmates on suicide precautions are allowed access to a shower consistent with schedules in other special housing units subject to the judgment of the Mental Health professional;
- c. An adequate number of towels and hygiene kits are available at all times for inmates on suicide precautions subject to the judgment of the Mental Health professional;
- d. Non-tear safety mattresses are issued to all inmates on suicide precautions unless an inmate utilizes the mattress in ways in which it was not intended (i.e., attempting to tamper with/destroy, utilize to obstruct visibility into the cell, etc.);
- e. Subject to the judgment of the Mental Health professional, all inmates on suicide precautions are allowed under supervision all routine privileges (e.g., family visits, telephone calls, out-of-cell exercise, etc.), unless such privileges are lost or curtailed as a result of an appropriate disciplinary sanction;
- f. All inmates on suicide precautions are allowed to attend court/parole hearings unless exigent circumstances exist in which the inmate is out of control and at immediate, continuing risk;
- g. Any inmate that a mental health clinician determines, through assessment, should not have their clothing, is issued a safety smock made of heavy-quilted fabric. The use of paper gowns for the clothing of suicidal inmates should be discontinued; and
- h. Safety blankets made of the same heavy-quilted fabric utilized in safety smocks are issued to all inmates on suicide precautions.

48. *Training on Suicide Prevention Program.* Wayne County shall ensure that its custody and health care staff receive adequate training regarding its suicide prevention program, including, but not limited to, an annual two (2) hour suicide prevention training to both custody and health care staff. Mental Health professionals shall review the content of the training curriculum annually and the training curriculum shall include the following topics:

- a. Avoidance of obstacles (negative attitudes) to prevention;
- b. Inmate suicide research;
- c. Reasons why facility environments may be conducive to suicidal behavior;
- d. Identification of suicide risk despite the inmate's denial of risk;
- e. Potential predisposing factors to suicide;
- f. High-risk suicide periods;
- g. Warning signs and symptoms;
- h. Components of the Wayne County prevention program;
- i. Summary/discussion of inmate suicides or serious suicide attempts that occurred during the preceding year. All such discussions shall use anonymous or redacted data to ensure proper privacy protections;
- j. Liability issues; and
- k. Mock drills that simulate an inmate requiring CPR intervention.

49. *Additional Training.* Wayne County shall ensure that custody staff providing security for inmates with serious mental illness annually attend a documented training program regarding security and supervision issues specific to inmates with mental impairments that substantially limit one or more life activity, that includes:

- a. Use of de-escalation techniques to calm inmates with serious mental illness, inmates who have a record of serious mental illness, or exhibit behaviors that may indicate manifestations of serious mental illness before resorting to use of force, discipline, or restrictive housing; and
- b. Signs of mental health disorders and indications of when referrals should be made to mental health staff.

H. GRIEVANCE PROGRAM

50. *Grievance Program.* Wayne County shall implement a grievance program to ensure the equitable resolution of complaints alleging any action that would be prohibited by Title II of the ADA or its implementing regulation. The program shall include, but is not limited to, the following:

- a. An opportunity to confidentially submit medical, medication, and mental health care grievances consistent with Wayne County's overall grievance policy;
- b. Timely review, adequate investigation, and adjudication of all medical, medication, and

mental health care grievances in accordance with the applicable grievance policy;

- c. The review of all medical, medication, and mental health grievances, even those that are not substantiated, as part of Wayne County's Continuous Quality Improvement ("CQI") program to identify trends, and that all grievances are reviewed quarterly by a Medical Provider independent of Wayne County's health care service contractor;
- d. The cooperation of custody staff in investigations related to medical, medication, and mental health care grievances and policies clearly setting forth the obligations of custody staff to affirmatively report any misconduct by health care or mental health care staff that was witnessed by custody staff and to provide timely access to relevant custody records; and
- e. The regular sharing of medical, medication, and mental health grievance reviews with senior custody staff.

V. COMPLIANCE MONITORING

51. *Expert Consultants.* Within six (6) months of the Effective Date, Wayne County shall retain expert consultant(s) with expertise in correctional health care, correctional mental health care, and suicide prevention in the correctional context, subject to the approval of the United States, to assist in its implementation of this Agreement. Each expert consultant shall provide at least two (2) written reports in their respective area of expertise during the term of this Agreement. The first report should be completed no later than eighteen (18) months from the Effective Date. The final report shall be completed no later than thirty (30) months from the Effective Date, but no sooner than nine (9) months from the completion of the first report. Each expert review shall review Wayne County's compliance with the terms of this Agreement. Each review shall be conducted in a reliable, independent manner based on accepted means and methods, which shall include on-site visits. The experts will provide the Parties with the underlying analysis, data, methods, and sources of information relied upon in the reviews. Wayne County shall bear all costs and expenses of retaining and utilizing the expert consultant(s), and Wayne County shall compensate the experts consultant(s) without regard to the views expressed in their reports. Wayne County will provide prior notice to the United States of the reviews and on-site visits by the expert consultant(s) and allow representatives of the United States to be present.

52. The expert consultant(s) shall have full access to persons, employees, facilities, buildings, services, programs, documents, data, records, materials, and things that are necessary to assess progress and implementation efforts relevant to this Agreement. Such access will include access to departmental or individual medical records and other records.

53. The expert consultant(s) shall review a sufficient number of pertinent documents and interview a sufficient number of staff and inmates to accurately assess current conditions and assess compliance. The expert reports shall include an inventory of documents reviewed and individuals interviewed as well as the factual basis for each of the expert's findings.

54. The expert consultant(s)' reports shall make specific references to the Agreement provisions being implemented. The reports shall also summarize audits and CQI data and activities.

Additionally, the reports shall contain findings and recommendations that Wayne County can use to track and identify data trends.

55. Within three (3) months of the Effective Date, Wayne County shall conduct monthly reviews as a part of its CQI program. These monthly reviews shall include, but are not limited to, the following data:

- a. Percentage of sick call requests that were resolved in accordance with the associated policies and procedures;
- b. Number of inmates sent to the emergency room and the number admitted for inpatient care, with the reason for admission and the clinical diagnosis and prognosis for each inmate, if known, as well as the discharge reasons for those inmates who were not admitted, if known;
- c. Number of inmates being treated for HIV;
- d. Number of pregnant inmates and the number referred for obstetrics services outside of the Jail;
- e. Number of inmates treated for possible substance use withdrawal, with clinical diagnosis and prognosis listed;
- f. Number of inmates prescribed psychotropic medications;
- g. Average amount of time between visits with a Mental Health Provider for inmates on psychotropic medications;
- h. Number of inmates placed on suicide watch;
- i. Average length of time inmates are kept on suicide watch;
- j. Number of suicides;
- k. Number of suicide threat incidents;
- l. Number of self-harm incidents;
- m. Number of psychiatric hospitalizations;
- n. Medical and mental health staff, the vacancy rate with positions and days vacant;
- o. List of new hires and terminations for medical and mental health staff identified by position;
- p. List of all medical, medication, and mental health care grievances;

- q. List of all medical and security staff who have undergone training required under this Agreement and the training that was provided;
- r. Number of hours of training each staff member receives on suicide prevention and mental health matters each year; and
- s. Aggregate data for the time elapsed between inmates' requests for medical or mental health services and the provision of service by a registered nurse, Medical Provider, or Mental Health Provider.

Wayne County shall provide the written results of each monthly review to the expert consultants, and, upon request, to the United States.

56. *Morbidity and Mortality Reviews.* As a part of its suicide prevention program, Wayne County shall conduct timely and adequate multidisciplinary Morbidity and Mortality reviews for all inmate deaths, including suicides, and serious suicide attempts (i.e., suicide attempts requiring hospital admission). These reviews shall be made available to the expert consultants. Wayne County shall establish a Morbidity and Mortality Committee to conduct the reviews described in this paragraph, which shall include at least one member of custody staff, medical staff, mental health staff, and related clinical disciplines as appropriate. The Morbidity and Mortality Review Committee shall ensure the following are completed, consistent with National Commission of Correctional Health Care standards, for all inmate deaths and serious suicide attempts:

- a. Within thirty (30) days, the completion of a clinical mortality/morbidity review, separate and apart from other formal investigations that may be required to determine the cause of death, that includes: (1) review of the circumstances surrounding the incident; (2) review of procedures relevant to the incident; (3) review of all relevant training received by involved staff; (4) review of pertinent medical and mental health services/reports involving the victim; (5) review of any possible precipitating factors that may have caused the victim to commit suicide or suffer a serious suicide attempt; and (6) recommendations, if any, for changes in policy, training, physical plant, medical or mental health services, and operational procedures;
- b. An administrative review (an assessment of the correctional and emergency response actions surrounding an inmate's death or serious suicide attempt) that must be conducted within thirty (30) days in conjunction with corrections staff;
- c. A Psychological Autopsy (a detailed review of all file information on the inmate, a careful examination of the suicide site, and interviews with staff and inmates familiar with the deceased or inmates who attempted suicide) for any death by suicide or serious suicide attempt within thirty (30) days;
- d. Communication to treating staff to inform them of pertinent findings of all reviews; and
- e. Maintenance of a log that includes: (1) inmate name or identification number; (2) housing unit where inmate was housed at time of death or serious suicide attempt; (3) age at time

of death or serious suicide attempt; (4) date of death or serious suicide attempt; (5) date of clinical mortality review; (6) date of administrative review; (7) cause of death (e.g., hanging, respiratory failure) or type of serious suicide attempt (e.g., hanging, overdose); (8) manner of death, if applicable (e.g., natural, suicide, homicide, accident); (9) date pertinent findings of review(s) shared with staff; and (10) date of psychological autopsy, if applicable.

57. *Quality Improvement Committee.* Within three (3) months of the Effective Date, Wayne County shall develop and implement a Quality Improvement Committee that will convene monthly to:

- a. Review and analyze the data collected pursuant to Paragraphs [54 and 55];
- b. Identify trends and interventions; and
- c. Issue recommendations for further investigation of identified trends and for corrective action, including program-wide changes where needed.

Based on these monthly assessments, Wayne County shall implement any updates to its policies, practices, and procedures as needed to comply with the terms of this Agreement or Title II of the ADA.

58. Through its CQI program, Wayne County shall monitor the sufficiency of its health care and mental health care systems, programs, and activities as well as its compliance with the terms and provisions of this Agreement. Wayne County shall develop, implement, and maintain processes through its CQI program to ensure that trends and incidents involving deficiencies in health care and mental health care systems, programs, and activities are identified and corrected in a timely manner. Wayne County shall modify its CQI policies and procedures, consistent with Paragraphs [54 to 56], to identify and address any such serious deficiencies. Additionally, Wayne County shall ensure that custody, medical, and mental health staff are included as part of the CQI process.

59. Wayne County shall ensure that any action necessary to address program-wide problems identified during the reviews referenced in Paragraphs [51 to 57] by developing specific responsive action items and ensure that senior Wayne County staff have access to all such reviews conducted by Wayne County's health care and mental health care services contractor(s).

60. *Oversight of Contractor Compliance.* Wayne County shall make any additional steps necessary for monitoring the performance of its health care and mental health care services contractor that includes, at a minimum:

- a. A method for independently verifying data provided by the health care services contractor in its own quality assurance processes;
- b. Periodic review of inmate medical charts by a Medical Provider not employed by the health care services contractor;
- c. Periodic review of medical and mental health care grievances as well as sick call requests by staff not employed by the health care services contractor; and

- d. Periodic interviews with inmates and custody staff to assess the quality of care provided by the health care services contractor.

VI. IMPLEMENTATION

- 61. The Effective Date of this Agreement is September 15, 2024.
- 62. This Agreement is limited to the complaints and concerns outlined in Paragraphs 5-6, set forth above and does not purport to remedy or resolve other existing or potential violations of the ADA or any other federal law.
- 63. If at any time one of the Parties to this Agreement desires to modify any portion of this Agreement, it will promptly notify the other Party in writing, setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. A meeting between the Parties will be held at the request of either Party. The Party receiving a request to modify the Agreement will not unreasonably delay notifying the requesting Party as to whether it will agree to the proposed modification. No modification will take effect unless and until the Parties memorialize the agreed upon modification in writing.

VII. TERM & ENFORCEMENT

- 64. The United States' investigation remains open until the Effective Date of this Agreement. The term of the Agreement may be extended by mutual agreement of the Parties. Additionally, the Parties may agree to terminate this Agreement earlier than three (3) years from the Effective Date if the United States determines that Wayne County has demonstrated durable compliance with its obligations under the Agreement. However, this Agreement shall not terminate prior to two (2) years from the Effective Date. Durable compliance must include a demonstration of sustained compliance over a continuous twelve-month period. The United States may use the expert reports referenced in Paragraph [51] as well as any other relevant documentation or information in determining Wayne County's compliance with this Agreement.
- 65. In consideration of, and consistent with the terms of this Agreement, the United States agrees to refrain from filing any civil suit related to the allegations that gave rise to its investigation until the expiration of the Agreement, except as provided in Paragraph [66] of this Agreement.
- 66. The United States may review compliance with this Agreement at any time. Wayne County shall cooperate fully with the United States' efforts to monitor compliance with this Agreement, including but not limited to, providing the United States with information covered in this Agreement and allowing the United States to interview inmates and to inspect documents and facilities. After receipt of each report referenced in Paragraph 51, the Parties will confer to assess Wayne County's compliance with this Agreement. If at any time during the term of the Agreement the United States believes Wayne County has failed to comply adequately or in a timely manner with any requirement of this Agreement or any requirement has been violated, the United States will notify Wayne County in writing and the Parties will attempt to resolve the issue in good faith. If the Parties are unable to reach a resolution acceptable to the United States within forty-five (45)

days after the date it notifies Wayne County, the United States may institute a civil action in federal court to enforce this Agreement or to enforce Title II of the ADA.

67. The Parties do not waive defenses, arguments, or claims for a failure to comply with the terms of this Agreement. Failure by the United States to enforce this Agreement with regard to any deadline or other provision of the Agreement will not be construed as a waiver of the United States' right to enforce any deadline or provision of this Agreement.

68. A copy of this document will be made available to any person by the Parties on request.

69. This Agreement shall be applicable to and binding upon both Parties, their officers, agents, employees, and assigns.

70. This Agreement constitutes the entire agreement between the Parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either Party or agents of either Party, that is not contained in this written Agreement, will be enforceable.

71. The person signing for Wayne County represents that he or she is authorized to bind Wayne County to this Agreement.

FOR THE UNITED STATES:

DAWN N. ISON
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 7/11/24

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