

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) between the named defendants (collectively referred to as MDOC) and the Plaintiffs in *Waddell, et al. v. Taylor, et al.*, 3:20-cv340-TSL-RHW (S.D. Miss.) memorializes certain COVID-19 related policies at Central Mississippi Correctional Facility (CMCF) and the South Mississippi Correctional Institution (SMCI). MDOC contends that these provisions are currently in place and reflect policies and practices which existed prior to the filing of the lawsuit and which exceed the minimum actions required by law. The Plaintiffs' counsel disagree with that contention in many respects but nevertheless believe that this MOU represents a step forward in resolving the parties' disagreements. As set forth later in this MOU, the Plaintiffs will not seek court-ordered relief at this time but reserve the right to do so in the future under certain circumstances.

1. Inmates with COVID-19 symptoms may report those symptoms to medical personnel when those personnel are on the units twice per day to distribute medication or by submitting a sick call slip. The sick call slips will be retrieved by nurses or nursing personnel twice a day. Inmates will have reasonable access to sick call slips and slip call boxes. Inmates will also be informed where on the unit and when they can obtain sick call slips and how they can gain access to the slip call boxes. Nurses or nursing staff who come onto zones will accept sick call slips from inmates. All medical personnel who receive a report from inmates that sick call slips have not been readily accessible will have such report investigated and, if accurate, ensure that sick call slips are replaced within a reasonable time but not later than after confirming that additional slips are needed. On at least one of their trips each day to the units, medical personnel will make a general announcement that any resident who believes he or she is experiencing COVID-19 symptoms should come speak with the person making the announcement.

2. A face-to-face triage will be completed within 24 hours of submission of a sick call request that (a) indicates COVID-19 symptoms, and (b) was submitted by being handed to nurses or nursing staff on the units or placed in a sick call box. As used here, “symptoms” includes, all symptoms identified by Centers for Disease Control and Prevention in the most recently updated available version of their guidelines on COVID-19 symptoms. “Symptoms,” Ctrs. for Disease Control & Prev., updated May 13, 2020, *available at* <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html> (providing a non-exhaustive list of currently-recognized COVID-19 symptoms).

3. Medical co-pays are waived for inmates for COVID-19 testing and treatment and for evaluation of potential COVID-19 symptoms, and all inmates will be advised regarding this waiver of co-pays.

4. Housing units and common areas such as cafeterias are to be cleaned and disinfected in a manner consistent with the Centers for Disease Control and Prevention’s Interim Guidance on Management of Coronavirus Disease 2019 (COVID-19) in Correctional and Detention Facilities, Ctrs. for Disease Control & Prev., updated July 14, 2020 (hereinafter “CDC Guidelines”).

5. Each inmate will receive a free and adequate personal supply of hand soap that is sufficient to permit frequent hand washing and does not cause skin irritation.

6. Each inmate will have reasonable access to a free and adequate supply of paper towels in bathrooms on the zone and common areas, and to a cloth towel in individual cells, and to no-touch trash receptacles for disposal of paper products.

7. Each inmate, in general population, will be provided access to cleaning equipment at least twice a day. Those in segregation and isolation will be provided access to cleaning

equipment at least once a day. This shall include implements such as cloths or brushes, and disinfectant products that are effective against COVID-19.

8. Inmates who run out of soap and cleaning supplies may request additional supplies from medical or prison staff. Additional supplies will be provided in response to requests unless the request is unreasonable.

9. A supervisor will conduct an inspection of his/her unit each shift to insure that the intensified cleanings and disinfections have occurred, that inmates have had access to cleaning equipment, that inmates do have access to soap and paper towels where applicable, and that the unit is clean, sanitary, and in good order.

10. An application of hand sanitizer with at least 60% alcohol will be offered to each inmate when they enter and leave common areas outside of the zone and where soap and water is not readily available, including dining halls, visitation centers, chapels, gymnasiums, infirmary waiting areas, transport vans, holding cells, etc. When dispensing the sanitizer, MDOC staff must wear a face mask and gloves.

11. Inmates should be encouraged and permitted, to the extent possible, to maintain social distancing and remain six feet apart from other inmates, both in residential units and in common areas.

12. All staff members shall wear PPE in accordance with CDC Guidelines, including CDC Guidelines regarding face coverings.

13. All inmates should be encouraged to wear face masks and trained in their effective use. Inmates will not be generally prohibited from wearing masks.

14. COVID-19 testing and contact tracing will be conducted according to CDC Guidelines.

15. Inmates will be quarantined in accordance with CDC Guidelines.
16. The temperature of inmates will be checked in accordance with CDC Guidelines.
17. Inmates who have tested positive for COVID-19 will be placed in medical isolation in accordance with CDC Guidelines.
18. Inmates will be provided the opportunity to report problems related to COVID-19 and deviations from these policies or any other MDOC policy and provision regarding COVID-19 to any medical personnel or staff member. Reports of COVID-19 policy non-compliance made to medical personnel or a staff member will be reported up the chain of command and appropriate corrective action will be taken and memorialized pursuant to existing procedures addressing inmate complaints and responses thereto.
19. MDOC states that it currently maintains and enforces a policy that no employee or contractor shall retaliate against any inmate for reporting any deviations from these provisions or any other MDOC policies and provisions regarding COVID-19. MDOC will maintain and enforce the non-retaliation policy regarding the provisions in this Memorandum of Understanding.
21. Inmates will be provided written guidance, in English and Spanish, on how to protect themselves from COVID-19, reduce COVID-19 transmission, and about MDOC's COVID-19 related policies, including that inmates may submit sick call slips and report symptoms to nurses or nursing staff on the zone; that possible COVID-19 related sick calls will be seen within 24-hours of receipt of a sick call request, and co-pays waived; about when cleaning and hand hygiene supplies will be provided and how; and about how to report problems. At least once per day, a supervisor will make an announcement in the zone reminding inmates of best practices, including to wash hands, wear masks, social distance where possible, and report symptoms.

22. MDOC shall either make the following statistics publicly available on a weekly basis or provide them to Plaintiffs' counsel on a weekly basis: The number of positive, negative, and pending COVID-19 tests at SMCI and CMCF by institution for inmates, and the same numbers for staff.

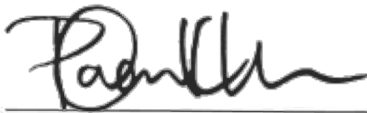
23. The parties agree that the provisions of this MOU are not enforceable by any Court. However, as a result of MDOC's commitment to follow the provisions of this MOU, the Plaintiffs agree to an indefinite extension on the Defendants' deadline for answering the complaint and the Plaintiffs will not seek a hearing or ruling on their pending motion for temporary restraining order and preliminary injunction at this time. If the Plaintiffs determine that this MOU is not being adequately followed, is inadequate to protect their clients' interests, or if either the Plaintiffs or MDOC terminate the MOU, Plaintiffs may give notice to MDOC that they will seek a hearing and ruling on their motion for preliminary injunction. The Plaintiffs agree that once that notice is given, the Defendants have 30 days to file an answer to the complaint and to file a response to the motion, except that the Plaintiffs may ask the Court to order a different time for the motion response in light of the circumstances at hand. The execution of this MOU is neither a concession nor admission by any party. Each party reserves all rights, claims, defenses, immunities, and remedies.

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