2001 Laaman Settlement Mental Health

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW HAMPSHIRE

JAAN LAAMAN, et al.	)	
v.	)	DOCKET #C-75-258-B
WARDEN, NEW HAMPSHIRE STATE PRISON, et al.	)	

SETTLEMENT AGREEMENT

I. PROCEDURAL

1. Federal court jurisdiction over this matter shall terminate upon final approval by the court of a stipulation for dismissal to be filed by the parties after the expiration of the notice period set forth in the notice to the class of the proposed settlement. Upon approval of the stipulation for dismissal, the Consent Decree in the above-entitled matter shall expire, and the provisions of the Consent Decree approved by the court on May 22, 1990, as modified by this agreement, shall constitute a settlement agreement enforceable by the courts of the State of New Hampshire.

2. Prior to final approval of this settlement agreement, notice of the proposed settlement shall be provided to the members of the plaintiff class.

II. SUBSTANTIVE

RESIDENTIAL TREATMENT UNIT (RTU)

3. Defendants shall develop a plan for the establishment of a Residential Treatment Unit (RTU) on a pilot basis for a limited period of time, for inmates determined by the Division of Medical and Psychiatric Services of the Department of Corrections to have serious mental illness (including inmates with personality disorders

associated with an affective instability, impulse control problems, and borderline features), who currently do not require psychiatric hospitalization, but have substantial difficulty functioning adequately within the general prison population due to significant functional impairments.

4. Unless the RTU is terminated pursuant to paragraph 7, infra, the defendants shall include in each budget request to the Legislature subsequent to the execution of this agreement, funding for such additional clinical staff as is necessary to provide minimally adequate treatment for inmates who reside in the RTU, and such other staff, if any, as is necessary to meet the security needs of the prison.

5. The RTU pilot project shall commence operation no later than July 1, 2003 and be fully operational by July 1, 2005.

6. Special consideration for participation in the RTU shall be given to inmates with significant mental illness who have resided in the Special Housing Unit (SHU) for more than 90 days.

7. The Department of Corrections shall evaluate the pilot project after 12-18 months of operation in order to determine, at its sole discretion, whether to continue, modify or terminate the pilot project. At least sixty days before substantially modifying or terminating the pilot project, defendants shall inform plaintiffs' counsel in writing of their assessment of the clinical effectiveness of the program, and the reasons for modifying or terminating it.

SPECIAL HOUSING UNIT (SHU)

8. A clinician from the Mental Health Unit (MHU) shall schedule appointments as clinically indicated, but in no case less than every 14 days, with each

SHU inmate who receives psychotropic medications and/or participates in the Healthy Pathways (HP) program.

9. (a) Whenever a MHU clinician meets with an inmate in SHU, a correctional officer/security staff person may be present at the beginning of the meeting in order to provide the clinician with necessary information concerning the inmate and/or for security purposes. After necessary information has been provided by the correctional officer, the clinician shall inform the inmate that the inmate may request that the remainder of the meeting take place outside of the presence of the correctional officer.

(b) If the inmate requests that the remainder of the meeting take place outside the presence of the correctional officer, the clinician and designated SHU staff shall decide whether security concerns nevertheless require that the correctional officer be present. If the presence of the correctional officer is not required, the inmate or clinician may request that the correctional officer not be present for the remainder of the meeting.

(c) If security concerns require the presence of a correctional officer, the inmate shall be given the option of having the meeting or discussion with the clinician take place in a non-contact visiting room in SHU if a room is available.

(d) If a non-contact visiting room is not available, the inmate may elect to have the appointment rescheduled or have the meeting take place in the presence of the correctional officer.

SUICIDE PREVENTION POLICY

10. Inmates who reside in SHU and are recipients of HP services or receive psychotropic medication shall be monitored by correctional officers no less than every 30 minutes on a 24-hour per day basis.

11. The MHU shall perform follow-up monitoring of all inmates who have attempted suicide, self-mutilated, or been placed on suicide or precautionary watch. The frequency and duration of such monitoring shall be determined by the MHU clinician and promptly recorded in the inmate's medical file.

12. Defendants shall develop and implement a policy within three months of the final execution of this settlement agreement concerning suicide and/or precautionary watch in the Special Housing Unit (SHU). The primary purpose of this policy will be to reduce the amount of time an inmate spends in suicide and/or precautionary watch within the SHU dayroom. The policy shall include a maximum amount of time that inmates placed on suicide or precautionary watch shall remain in a SHU dayroom. Also, the policy shall address placement of the inmate back in his cell or in the most therapeutic setting as quickly as possible. This pilot policy shall remain in effect for a period of at least 12 months. At least 60 days before modifying or terminating this policy, the defendants shall notify plaintiffs' counsel in writing explaining the reasons therefor.

MEDICATIONS

A. New Arrivals

13. The defendants shall maintain their policy of either continuing the medications of any new inmate who arrives at the NHSP on a medication regime or making a clinically appropriate substitution until a further medication review is completed; and

14. Before discontinuing any psychotropic medication, the defendants shall attempt to obtain a medical release from the inmate and, thereafter, shall attempt to obtain and review prior medical/psychiatric records of the inmate, and to consult with the prescribing physician.

B. Current Inmates

15. Within three months of the execution of this agreement, the defendants shall promulgate and implement a formal procedure to promptly notify a psychiatrist or ARNP of medication non-compliance by an inmate.

16. The Director of Medical and Forensic Services or his designee shall, on a quarterly basis, review 15 of the cases in which a clinician prescribes more than one psychotropic medication to be taken concurrently by an inmate with an Axis I or Axis II mental health diagnosis.

QUALITY IMPROVEMENT (QI)

17. Defendants shall establish and maintain a QI program for MHU, psychiatry, and the treatment of NHSP inmates in SPU.

18. The QI program for MHU shall include a review of MHU emergency interventions, mental health services in SHU, and the RTU Pilot Program, in addition to such other periodic reviews as are deemed appropriate by the Division of Medical and Psychiatric Services of the Department of Corrections and the QI director.

MHU STAFFING/TRAINING

19. Defendants shall include funding for one additional mental health clinician for the MHU in its next budget submission to the New Hampshire Legislature. Such position shall be in addition to such clinicians as are necessary to provide services to the RTU created pursuant to paragraph 3 of this agreement.

20. By July 1, 2002, the defendants shall provide a clinician for the MHU who has specific expertise in PTSD and ADD/ADHD. Such clinician may fill an existing position rather than requiring an additional position within the MHU, or may be one of the psychiatrists provided to the defendants in their contract with Dartmouth Medical School.

21. Training of correctional officers/security staff shall be increased to accommodate additional training in daily interaction with mentally ill inmates and additional suicide prevention training. Priority for such training shall be for correctional officers assigned to SHU.

HEALTHY PATHWAYS PROGRAM DISCHARGE

22. Every inmate who is discharged from the HP program shall be monitored for a period of 12 months following discharge from the program. The frequency of such monitoring shall be determined by the MHU clinician and shall be recorded in the inmate's medical record.

TREATMENT PLANS FOR NON-HP INMATES

23. Within 24 months from the date of final execution of this agreement, any inmate who receives psychotropic medications shall have a formal treatment plan which shall specifically set forth the timeframe for follow-up appointments for the purpose of monitoring. Such treatment plans shall be made part of the inmate's medical record.

SECURE PSYCHIATRIC UNIT (SPU)

24. Defendants shall decrease the amount of time that inmates housed on E Ward are locked in their room and shall provide appropriate activities during the time they are not locked in their room.

25. Prior to discharging an inmate from SPU, the defendants shall schedule a follow-up appointment for the inmate in the MHU, the date of which shall be reflected in the SPU discharge plan and an appointment slip shall be given to the inmate.

RECEPTION AND DIAGNOSTIC UNIT

26. The quarantine period for inmates shall be 31 days. The Warden shall be notified in writing and review the case of any new inmate who is not transferred out of the Reception and Diagnostic Unit (R&D) within 31 days of arriving at the NHSP, after which the inmate will be informed in writing of the reason therefor.

III. MISCELLANEOUS

27. By July 1, 2002, the defendants shall install software for a computerized data management information system for the MHU.

28. Defendants shall pay reasonable attorney's fees to the plaintiffs.

29. Unless otherwise specified in this agreement, the timeframe for implementation of this settlement agreement shall be 12 months from the date of execution.

30. The parties acknowledge that standards for the provision of mental health services in a correctional setting may evolve over time. As these standards evolve, the defendants may modify or adopt policies and procedures to meet these new standards. At least sixty days prior to the effective date of any modification in policies and procedures called for in this agreement, defendants shall send written notice of such modifications to plaintiffs' counsel.

31. No inmate shall be deemed to have waived any claim or action which he may have on his own behalf against the defendants, their agents, or their employees to remedy violations of his legal rights, based on the execution of this agreement.

32. The parties acknowledge that a spirit of reasonableness and cooperation should govern resolution of grievances arising under this settlement agreement. The named plaintiffs and their counsel agree to consult, where possible in the first instance, with the Commissioner of the Department of Corrections and, thereafter, with the Office of the Attorney General if a problem of noncompliance comes to their attention, and to allow the institution a reasonable amount of time to either remedy the problem to the plaintiffs' satisfaction or to indicate disagreement with the alleged problem, prior to initiating litigation.

April 23 2001
Date

Daniel J. Mullen, Esquire - Bar #1830
Senior Assistant Attorney General

April 23, 2001
Date

Alan Linder, Esquire - Bar #1487
NEW HAMPSHIRE LEGAL ASSISTANCE

Elliott Berry, Esquire - Bar #546