

# STATE OF NEW HAMPSHIRE

BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX  
25 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6398

## ADDENDUM # 4

## TO RFP# 1357-12

DEADLINE FOR PROPOSAL SUBMISSIONS: 11/18/11 2:30 PM EST

**This document must be signed and returned with your proposal.**

FOR: Correctional Nursing Services

### Questions/Clarification (State of New Hampshire Response in Bold)

1. What are the current salaries or hourly wages for the Director of Nursing? **SEE BELOW**

**CLASSIFICATION: DIRECTOR OF NURSING**

**Class Code: 3490-34**

GRADE		STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08
34	ANNUAL	\$85,013.760	\$89,032.320	\$93,250.560	\$97,518.720	\$102,111.360	\$106,728.960	\$111,346.560	\$115,914.240
	BI-WEEKLY	\$3,269.760	\$3,424.320	\$3,586.560	\$3,750.720	\$3,927.360	\$4,104.960	\$4,282.560	\$4,458.240
	HOURLY	\$40.872	\$42.804	\$44.832	\$46.884	\$49.092	\$51.312	\$53.532	\$55.728

2. The RFP mentions the title of LVN but they are not mentioned in the price quote sheet? **NH uses the title of Licensed Practical Nurse instead of Licensed Vocational Nurse, scope of practice is the same for both titles**  
Are they currently used now and if so in what capacity? **We currently employ one LPN for the inpatient area.**
3. Are per diems currently used through local vendors for backfill when staff calls out sick? **When possible we use our per diem contract to backfill sick calls and vacancies**
4. Are there any non performance penalties? **Yes**
5. What is the current clinical staffing matrix of each facility? **SEE BELOW**

Current Staffing Numbers by Title

	APRN	Nurse Manager	Nurse Specialist	RN	LPN
<b>NHSPM</b>	1.9	1		12	1
<b>NHSPW</b>	1	1	1	4	
<b>SPU/RTU</b>	0.1	1	1	9	
<b>NNHCF</b>	1	1	1	12	

Nursing currently does not administer medication in the units , only at Health services

Currently nursing coverage is 16-hours M-F and 12-hours on Weekends

Minimum Staff schedule per day all shifts Mon - Friday

	APRN	Nurse Manager	Nurses
<b>NHSPM</b>	2	1	9
<b>NHSPW</b>	1	1	3
<b>SPU/RTU</b>	0.1	1	6
<b>NNHCF</b>	1	1	8

Minimum Staff schedule per day all shifts Weekends

	APRN	Nurse Manager	Nurses
<b>NHSPM</b>			5
<b>NHSPW</b>			1
<b>SPU/RTU</b>			3
<b>NNHCF</b>			5

6. Are any of the current nursing employees members of a union? **Yes.**
7. Is Joint Commission certification required or preferred for this RFP? **No.**
8. Are nursing staff expected/obligated to treat uniformed and non uniformed NHDOC staff? If so under what conditions and is it contractual? **Nursing can treat staff according to PPD 10.05**  
**It is the policy of the Department of Corrections:**  
**A. To provide the following health care services for employees:**

1. **Treatment of acute minor illness of an employee who is on duty if such treatment will allow the employee to return to work after receiving care. Medication, if indicated, will be limited to over-the-counter products.**
2. **Immediate first aid treatment for injuries that occur while an employee is on duty;**
  - a. **All injuries that occur while staff is on duty require completion of Report of Injury forms by the employee, the employee's supervisor and witness(es) per PPD 10.01 Reporting Work Injuries.**
3. **Immediate referral of life-threatening injuries or illnesses that occur while staff is on duty.**
  - a. **Definitions of serious injuries or illnesses:**
    - 1) **Severe bleeding**
    - 2) **Complaints of chest pain or other symptoms associated with heart attack**
    - 3) **Absence of or profound difficulty in breathing**
    - 4) **Episodes of unconsciousness**

9. Are there lockers or changing areas for nursing staff? **Yes**

10. Is there sufficiently assigned parking locations for nursing staff? **Parking is sufficient for all staff.**

11. Has the NHDOC transitioned to a smoke free environment? **Yes**

12. What are the physician staffing levels at each facility? **Medical Physician staffing is 2.2 FTE's per week deployed for NHSP-Men, NHSP-Women's, NCF and SPU/RTU**

13. What is the average daily sick call for each facility? **SEE BELOW**

<b>NHSPM</b>	49
<b>NHSPW</b>	20
<b>RTU</b>	3
<b>NNHCF</b>	28

14. Is there a charge or co pay to inmates for sick call services and/or would it be considered by the NHDOC in the future? **There is currently a \$3.00 co-pay for a sick call visit per PPD 6.16**

15. Are inmates permitted to possess certain medications with a multi day supply or are all medications include over the counter medications prescribed daily by the pharmacist? **Inmates are allowed certain KOP prescription meds and OTC meds obtained through canteen.**

16. Who has responsibility for psychiatric services and are the nursing staff expected to play a role in psychiatric services other than assessment during clinical encounters? **Nursing will triage mental health issues on the non-clinical hours with support from an on call psychiatric coverage. Nurses are also part of a multidisciplinary team**

17. What is required of nursing staff relative to the new admission process i.e.; chart review, routine testing? **Nurses have a similar but varied role depending if it is a new admission to the facility, a new admission to the infirmary or a new admission to the SPU/RTU. These practices are guided by the PPD 6.03, PPD 6.06 and Nursing Procedure C-100. All require the gathering of information to help with the assessment and treatment of patients and continuity of care depending on their acuity and needs.**

18. Besides medication what other clinical rounds are required by nursing staff? **Emergency runs, Sick call at Health Service area, Sick call at the Secure Housing unit, and Shea farm, Treatment appointments, Chronic Care Clinics, Infection Control Duties, and Inpatient Medical /Surgical coverage.**
19. Is this the 1<sup>st</sup> attempt by the NHDOC to outsource nursing services? **Yes**
20. The State of New Hampshire currently has a contract with MAS Staffing for supplemental nurse staff; can you please tell us the current bill rates for each nurse service line on this contract? **MAS contract ended June 30, 2010. MAS is not our current provider.**
21. Can you please tell us how much the State of NH spent on nursing services with MAS in calendar year 2010? So far in calendar year 2011? **1/1-6/30/10 MAS was paid \$14,291.63. MAS is not our current provider.**
22. Can you please tell us if there are any additional contracts in place for supplemental nursing services other than with MAS; if so can you please apply questions 1 and 2 to those vendors? **The current supplemental contract rates are:**

Current Supplemental Nursing Service Rates	
Discipline	Rate per Hour
RN(Weekday)	\$42.00
RN(Weekend)	\$43.00
RN(Holiday)	\$63.00
LPN(Weekday)	\$37.00
LPN(Weekend)	\$38.00
LPN(Holiday)	\$55.50

**Current expenses from 1/1/11-6/30/11 are \$16,418.50. .**

23. Can you please tell us if this RFP is supposed to take over, all or some of the current full-time state funded nursing positions? If so can you please tell us how many state employees will lose their employment with the state and when their projected last day of work with the state is? **47 positions will be converted. The last date of employment would be the day before the start date of the selected vendor.**
24. Can you please tell us if this RFP is a directive of the DAS or DOC? To further qualify this question, can you please tell us if the DAS is mandating that the DOC participate in this proposal? **No**
25. Is the Governor mandating that the DOC “privatize” their nursing staff in order to eliminate state jobs/pensions? **No**
26. Has the Governor, State Senate, Legislature or the DOC discussed the possibility of department wide privatization. **Yes**
27. Will the department release the minutes/overview of the non-mandatory vendor conference in an addendum? **Questions submitted by vendors attending the non-mandatory vendor conference are posted as part of this addendum.**
28. Section 21.4.3 states that we must submit five electronic copies of our RFP response in CD format. Will the department accept “Thumb Drives” or “Flash Drives” in lieu of the CD’s. **Please submit in CD format.**

29. Section 21.4.10 Financial Statement are asking for either most recent financial statements, or audited statements, and as a privately held company we would like to know if a letter from our financial institution (bank) stating that we are in good standing and have the capability to fully fund and execute this project, would be an acceptable submission for this section? **No, the State requests the documentation as described in Section 21.4.10.**
30. Can you please tell us what the department spent on the required nursing professionals found on page 24 of 41 of this RFP was, for both calendar year 2010 and so far CY2011 including: nurses at NHSP-M, nurses at SPU/RTU, nurses at NHSP-W, nurses at NCF? **The Vendor should utilize the wage schedules available on the State of NH personnel website to assess the costs ([www.nh.gov](http://www.nh.gov)). of the minimum positions indicated on page 24 of 41.**
31. Will the facilities covered in this RFP have any state employed nurses working? **No**
32. Can you please provide us the current state pay rate, including any health and welfare, pension contribution etc. for each job description at each facility found on page 24 of 41 of this RFP? **Go to [nh.gov](http://nh.gov)>State Employees>Human Resources>Job Classification and Salary schedules. Current pension contribution for Group II employees is 11%. Benefits are calculated as approximately 50-51% of salary.**
33. Section 2.9 states that if any position in the Vendor's staffing pattern remains vacant for more than 30 consecutive days below the required fulfillment percentage requirements, the Vendor shall be required to reimburse the Department on a monthly basis. The reimbursement amount will be 1.5 times the hourly wage plus applicable federal taxes and the state's retirement benefits. Please identify the federal tax rate and the State's retirement benefit rate that will be added to the hourly wage. **The federal tax rate applied would be based on each affected employee's individual tax rate deduction. The benefit calculation is 50-51% of salary.**
34. We understand from Section 5.2.9 that a temporary nursing firm may be used for startup purposes (up to six months). However, due to unexpected illnesses or resignations, it may be necessary for the Contractor to utilize a temporary nursing agency beyond the first six months to fill positions long-term from time to time. Under these circumstances, will this be allowed by the department? **The prospective vendor should provide a plan outlining solutions to the issue you describe that could include use of a temporary nursing agency.**
35. Regarding Section 5.4.1.5.d, Health Exams and screenings:
- a) Will physical exams be required for current NH DOC employees who accept positions with the Contractor? **The vendor will be expected to certify all employees are fit for duty as described in this section on the first day of employment.**
- b) Please clarify the intent of 5.4.1.5.d and how it is seen this will be conducted. **It is up to the vendor to determine how their prospective employees will be evaluated and certified to meet this requirement.**
- c) This section states that the Contractor must certify in writing that all health screens and exams have been accomplished. Will a certificate signed by a prospective employee's primary care provider satisfy this requirement? **Yes, provided the written statement explicitly states the requirements as outlined in 5.4.1.5.d have been met.**
36. Regarding Section 5.4.2 Qualifications:
- a) Given the scarcity of RN's with the American Nursing Association in Nursing Administration Certification, will the Department consider allowing the vendor to hire an individual as DON with the contingency that the employee receives certification within one year of employment?

**The Vendor would need show diligence in recruiting the DON specified in the RFP prior to the Department considering an alternative.**

b) Given the scarcity of RN's with American Nurses Association certification, will the Department consider allowing the vendor to hire an individual as Nurse Manager with the contingency that the employee receives certification within one year of employment?

**The Vendor would need show diligence in recruiting the Nurse Manager specified in the RFP prior to the Department considering an alternative.**

c) The RFP requires RNs and LPNs to have a minimum of one year experience within the last three years. This requirement eliminates entry level nurses from entering the DOC workforce. Will the Department consider waiving this requirement?

**The Department would consider waiving the minimum of one year experience within the last three years for RNs and LPNs**

37. In Section 5.4.3 Orientation of Contractor Employees, the RFP states that all personnel provided by the vendor shall attend NHDOC orientation classes to become familiar with the operations of the Department and its facilities. If the employees are transferred from the State to the vendor, will they be required to retake this orientation? **No**
38. In Section 5.4.5.3 Emergency Contact, the RFP states, "There shall also be an emergency contact person when the staffing person is off duty in the event that one or more assigned personnel fail to report to the facility as scheduled, the vendor shall be responsible to provide replacement personnel within three hours." Are we to assume that the replacement is only necessary if service cannot be provided by the remaining staff? **Yes**
39. 5.4.6 Medication Administration. Please describe the current KOP procedure for the NHDOC, including the maximum number of doses an inmate may have for KOP purposes. **KOP procedures are outlined in PPD 6.42. The maximum number of doses is 30 days.**
40. Will the department be responsible for purchasing and maintaining all equipment related to medication administration named in Section 5.4.6.11 and items not named? If not, please provide a list of items related to medication administration that the Contractor will be required to provide. **The Contractor will need to provide the remaining medication carts necessary for nurse administered medications at the NHSP-M.**
41. Will the NHDOC provide the necessary computers and printers for the nursing staff? **Yes**
42. When the expansion of the SPU and RTU is complete (Section 5.4.5.19), what will the total number of beds be for each level of care? **RTU =40 beds, SPU =60 beds.** Does the Department expect the vendor to bid staffing based on the expansion or will that be negotiated after the expansion is completed? **The staffing should meet the needs of the expansion.**
43. Section 7.4 Contractor Employee Information states that the NHDOC will do a background check on all prospective workers who might be assigned to any NHDOC facility. Does this include finger printing as well? **Yes**

44. In Section 7.10.1, it is stated that the Contractor shall provide quarterly summary of services invoiced by type of Correctional Nursing Professional and/or other medical professional, cost, shift and number of hours of services performed. Will this summary be required to be broken down by shift? **Yes**
45. Section 17.9 requires the Contractor to be “equipped to provide handicap access to services as per the American’s with Disability Act and the Governor’s Commission on Disability.” Can it be assumed that the handicap access at the facilities is provided by the NHDOC and not by the Vendor? **Yes**
46. Are the minimum FTE’s in the RFP all currently held by State employees? If so:
- a) Please identify which FTE’s are currently held by State employees and which FTE’s are new positions. **All are held by State employees. The only new position is the .75 FTE APRN for NCF**
  - b) Please furnish salary and benefit package for those positions that are currently held by State employees. **Please refer to [www.nh.gov](http://www.nh.gov) to review state wage schedules for all positions.**
  - c) Please identify all current vacant positions. **This is question is unclear. Is it referencing the minimum FTE requirement?**
47. When the DOC transitions employees to the Contractor, will State employees be paid out their remaining vacation time? **Termination benefits will be paid according to the collective bargaining agreement (CBA).**
48. How many current employees are eligible or near eligible, for receiving retirement benefits from the state? If those employees became employees of the Contractor, would they still be eligible to receive state retirement benefits? **The CBA and State Personnel Rules would apply to each individual employee in the scenario you describe.**
49. Are there any rules or provisions in New Hampshire that would prevent a current state employee, who is eligible for retirement, from working for a private vendor in the same or similar job capacity (i.e. in some states, employees who retire cannot then come back to work for the state and receive both the retirement pay and state compensation simultaneously). **There is currently no rule prohibiting this.**
50. Please provide a copy of the current health services contract(s) for the Facilities, including any exhibits, attachments or amendments. **All current health related contracts for the NHDOC Division of Medical/Forensic Services may be obtained by requesting in writing a copy of each contract to: Jeff Lyons, PIO, PO Box 1806, Concord, NH 03301. There is a pre-pay charge of \$.50 per page.**
51. Please provide (by year) the amounts and reasons for any paybacks, credits, and/or liquidated damages the NH Department of Corrections (NHDOC) has assessed against the incumbent vendor over the term of the current contract. **The NHDOC does not currently have a contract in place for Correctional Nursing Services.**
52. Are any of the facilities currently subject to any court orders or legal directives? If “yes” please provide copies of the order/directive. **The Holiday Court Order was posted on the DAS website under Addendum #3. The Lamaan decree is an attachment to this Addendum #4.**
53. How many lawsuits pertaining to inmate health care at the NHDOC Facilities-frivolous or otherwise-have been filed against the NHDOC and/or the incumbent medical provider in the last three years? **This is not available data as the Attorney General’s office provides legal services to all State agencies any lawsuits would be accounted for with all other State agencies.**
54. Please provide two year’s worth of historical data describing the inmate population, broken down by gender.

GENDER	STATE FISCAL YEAR AVG OFFENDER POP
FEMALE (NHSP-WOMEN)	2009-147 2010-149
MALE (NHSP-MEN, LRF, NCF)	2009-2292 2010-2240
TRANSITIONAL HOUSING (NOT AVAILABLE BY GENDER)	2009-292 2010-293

55. What is the average length(s) of stay (ALOS) at the NHDOC Facilities? **You may request in writing from Jeffrey Lyons, PIO as detailed in Question #50 for a copy of the 2010 NHDOC Annual Report which provides a detailed statistical analysis of our offender population.**
56. Are the NHDOC Facilities currently accredited by either the American Correctional Association (ACA) or the National Commission on Correctional Health Care (NCCHC)? If “yes”, please provide the most recent accreditation date for the facility. **No**
57. Please provide a listing of the current health services vacancies by position for the NHDOC Facilities. **Please see response above question #46c.**
58. Are any members of the NHDOC Facilities’ current health service workforce unionized? If yes, please provide the following.
  - a) A copy of each union contract
  - b) Complete contact information for a designated person at each union
  - c) The number of union grievances that resulted in arbitration cases over the last 12 months. **Contact State Personnel**  
**You may access this information for 9a and 9b on nh.gov>Human Resources>Labor Relations>SEIU Local 1984**
59. Please provide current wage/pay/reimbursement/seniority rates for incumbent health service staff at the NHDOC facilities. **Please see response above question #46b.**
60. Please indicate (a) the age and (b) source of this salary/rate information, e.g., County records, data from incumbent vendor, etc. **This data is managed by the State Division of Personnel.**
61. Please confirm that the time health services staff members spend in orientation, in-service training, and continuing education classes will count toward the hours required by the contract. **Yes**
62. Please provide the capacity and average daily population of each of the NHDOC’s Facilities segregation units. **The Special Housing Unit (SHU) in Concord has a total of 96 cells. 16 of those cells may be utilized for punitive segregation. The average daily population in SHU is 95. NOTE: Cells in SHU have the potential for double-bunking. Goffstown has 1 punitive segregation cell.**
63. Please identify any specialty clinics currently conducted on-site, and indicate how many hours per week each clinic is held.

	POD	HRS	OPTOMETRY	HRS	ORTHO	HRS
NCF	Once/Mo	4-5	Once/quarterly	3	Concord	N/A
CONCORD/ SPU/RTU	Once/Mo	4-5	Three/Mo	3	Once/Mo	4-5
GOFFS.	Concord	N/A	Once/6 Mo	3	Concord	N/A

64. On average, how many inmates are housed in the infirmary on a daily basis? **13 to 16**
65. Please provide the following information about medication administration.
- a) Who currently administers medications, e.g., RNs, LPNs, medical assistants? **Details of medication administration were provided in Section 5.4.6 Medication Administration of this RFP.**
- b) How long does it take to perform the average medication distribution process? **Times vary by medication calls based on the prescribing practices of the physicians – our range has been 30 minutes to 1 hour.**
66. How many medication carts will the NHDOC Facilities make available for the use of the incoming vendor? **Goffstown-1, SPU-1, Men’s-2, NCF-2 (3 homemade carts utilized for medication storage only)**
67. Please indicate the type and amount of performance guaranty provided by the incumbent health services contractor under the current contractor? **We currently do not have a contract/vendor for Correctional Nursing Services.**
68. Please indicate the order of precedence among the solicitation documents (e.g., the RFP, initial responses to questions, subsequent responses to questions, exhibits and attachments, etc.) so that in case of contradictory information among these materials, bidders know which of the conflicting data sets to use to create their narratives and calculate their prices. **The RFP, as amended by any issued addenda, is the sole controlling document. To the extent that any issues point of clarification seems to contradict with the RFP, the point of clarification would control as the State’s interpretation of the RFP.**
69. Page 4 of 41: #1 – How many healthcare FTE’s (Full-Time Equivalent) will the state maintain employment ownership of? Please identify said position title(s) and where each falls in the chain of command with respect to nursing services and healthcare delivery as a whole. **See response under #23**
70. Page 10 of 41:21.4.6 (Agency Capacity)/21.4.7 (Program Structure/Plan of Operation Narrative)/21.4.8 (Agency’s Approach to Performance of Scope of Services) – Would the State consider the possibility of increasing the not-to exceed amounts associated with pages submitted for narrative portions of this proposal and if so, please provide those new limits. **Please stay within the stated page limits; if necessary, consider the utilization of appendices, where appropriate, as appendices will not be counted towards the page limit.**
71. Page 10 of 41:21.4.6 (f) –Please identify and describe any and all clinical training procedures currently in place for all healthcare staff throughout NHDOC. Does the State expect all items identified here to continue through oversight and direction of the chosen vendor? **Refer to the Training PPD’s 4.01, 4.02 and 4.04.**

72. Page 10 of 41:21.4.6 – This section speaks to the coordination of services with other providers, vendors, state agencies, etc...and information exchange associated with such. Please identify what “services” are implied here and please also confirm which entity (State or Vendor) is responsible for maintaining control/ownership of said service contracts. **The Department has service contracts for psychiatry, optometry, physician, dental and many other services the selected Vendor for Nursing services will be required to work collaboratively with all staff working on behalf of the Department as guided by Departmental policies and with the State responsible for maintaining “control/ownership” oversight of compliance with policies and contracts.**
73. Page 10 of 41:21.4.7 – Per information obtained at vendor meeting, the State currently operates per ACA and NCCHC standards. Is it the State’s intent to obtain official accreditation from either entity during the term of this contract? **Yes if the NHDOC receives budget funding for these activities.**
74. Page 16 of 41:5.2.3 – The RFP mentions “other recognized nursing/medical disciplines” in this section. Please provide the current staffing matrices for all healthcare positions at every location (e.g. RNs, LPNs, Nurse Managers, Nurse Practitioners, support staff, etc...) by FTE per each location as identified in this RFP. **See response under #5.**
75. Page 17 of 41:5.4 – This section speaks to the first right of opportunity for employment being granted to existing staff. As there is currently a collective bargaining agreement (CBA) in place for incumbent employees, will the chosen vendor be held to any existing requirements of the CBA and if so, for how long. **No**
76. Page 18 of 41:5.4.1.5(e) – Please provide turnaround time anticipated for all criminal history record/fingerprint checks conducted by the State. Additionally, please describe the process of submissions, including key personnel tasked with overseeing this process. **Approximately within 2 weeks.**
77. Page 18 of 42:Qualifications – Please provide any and all information related to job descriptions for every FTE that could potentially be provided as a result of this RFP, including but not limited to copies of each job description. **You may obtain this information on [nh.gov](http://nh.gov)>State Employees>Human Resources>Job Classification and Compensation.**
78. Page 18 of 42: Qualifications – The vendor meeting yielded information related to “supplemental Job Descriptions” with respect to correctional healthcare disciplines. Please provide copies of all supplemental job descriptions relevant to the services/disciplines represented in this RFP. **See attached SJD’s.**
79. Page 19 of 41: 5.4.2.3 – Is it necessary to require a minimum of a bachelors degree for all nurse managers? Will the State accept Associate degrees as minimum requirements for these positions? **The Vendor will be required to recruit for the requested positions. If after appropriate recruitment no candidates are identified, the Department will discuss alternative requirements.**
80. Page 20 of 41: Orientation of Contractor Employees – This entire section speaks to the expectations associated with pre-work orientations required and the fact that this is a joint responsibility. Please provide information with respect to frequencies of said orientations, as this is a vital phase of the process, most especially when considering initial transition of services. **These orientations will be mutually agreed upon by the State and Vendor. Historically, we have conducted 3 day orientations.**
81. Page 26 of 41:7.8.4 – Please clarify “on a periodic or as-needed” basis. Would it be reasonable in the eyes of the State to mandate quarterly meetings to review all operational and clinical goals? **It would be**

**reasonable that the frequency of the meetings will be established by the Vendor and the State upon the establishment of the contract and the State would meet at a minimum quarterly.**

- 82. Page 29 of 41:15.4 – This section speaks to materials developed or acquired by the Contractor being property of the State of New Hampshire. Are all current materials (those being utilized on a daily basis) considered proprietary information for an incoming vendor as work under this contract? Will the State allow the incoming vendor to review, evaluate, and perhaps utilize all current materials in an effort to foster continuity of care where deemed applicable? **The purpose of this question is unclear.**
- 83. Page 33 of 31.2.5 – Does this mean that payment will be made within 30 days? Please explain in greater detail. **Payment will be made within thirty (30) days of receipt of a properly documented invoice.**
- 84. Page 34 of 41:2.8 and 2.9 – Please provide further clarity on liquidated damages resulting from staffing deficiencies. Additionally please provide the exact base amounts/numbers to be utilized in this calculation, as this is vital when determining pricing pre-proposal. **Please refer to Section 2.9 of the RFP, and to the wage schedules available on the State of NH personnel website ([www.nh.gov](http://www.nh.gov)).**
- 85. Page 40 of 41: #13 (Indemnification) – Can indemnification be made mutual so that the chosen vendor indemnifies for the chosen vendor’s negligence and the State indemnifies for the State’s negligence? **Yes.**
- 86. Page 40 of 41: #14 (Insurance) – Can Section 14.2 be changed to read “licensed or authorized” in the State of New Hampshire? **The purpose of this question is unclear.**

NOTE: IN THE EVENT THAT YOUR PROPOSAL HAS BEEN SENT TO THIS OFFICE PRIOR TO RECEIVING THIS ADDENDUM, RETURN ADDENDUM WITHIN THE SPECIFIED TIME WITH ANY CHANGES YOU MAY WISH TO MAKE AND MARK ON THE REMITTANCE ENVELOPE PROPOSAL NUMBER AND DEADLINE DATE. RETURNED ADDENDA WILL SUPERSEDE PREVIOUSLY SUBMITTED PROPOSALS.

BIDDER \_\_\_\_\_ ADDRESS \_\_\_\_\_

BY \_\_\_\_\_  
(This document must be signed)

\_\_\_\_\_  
(Please type or print name) TEL. NO. \_\_\_\_\_

## SUPPLEMENTAL JOB DESCRIPTION

Classification: Nursing Coordinator Function Code: 6583-046

POSITION TITLE: Correctional Line Nursing Coordinator Date Established: 08-15-88

Position Number: 16323 Date of Last Amendment: 4/29/99

SCOPE OF WORK: Coordinates nursing activities to ensure nursing care and treatment of adults in an ambulatory unit and/or inpatient setting and provides for appropriate unit scheduling of nursing staff, working in close and immediate contact with prisoners on a daily basis while maintaining security.

### ACCOUNTABILITIES:

- Coordinates nursing care for patients/inmates in a restrictive corrections and/or psychiatric environment.
- Directs, monitors and reviews quality of nursing care provided by unit nursing staff.
- Schedules nursing staff in accordance with the established staffing pattern.
- Develops, plans, implements and evaluates nursing care unit service goals.
- Orders and maintains supplies and equipment within allocated budgetary limits.
- Collaborates with peers and other health care providers both within the Department and community at large.
- Collects nursing data for clinical and fiscal planning.
- Interviews prospective nursing staff and participates in orientation of new staff.
- Evaluates unit nursing staff performance.
- Participates in continuing education of staff.
- Participates in the Health Quality Improvement program.

### MINIMUM QUALIFICATIONS:

Education:

Experience: SEE STATE SPECIFICATION FOR MINIMUM QUALIFICATIONS

License/Certifications: American Nurses Association certification in nursing administration, psychiatric nursing or any other adult certifiable specialty.

Special Requirements: Successful completion of the Corrections Academy and continuing Certification as correctional line personnel as established by the certifying authority.

## SUPPLEMENTAL JOB DESCRIPTION

Classification: Registered Nurse III Function Code: 7597-046

POSITION TITLE: Correctional Line RN III Date Established: 7/1/99

Position Number: 41494 Date of Last Amendment: 4/23/01

SCOPE OF WORK: Provides general nursing care and treatment in a centralized adult ambulatory setting and/or inpatient infirmary unit within a correctional facility, working in close and immediate contact with prisoners on a daily basis while maintaining security.

### ACCOUNTABILITIES:

- Utilizes the nursing process in patient/inmate nursing assessment and treatment of adult health care needs.
- Provides for the integration and implementation of the medical/dental regimen.
- Makes independent nursing judgments when responding to emergency medical situations involving inmates or staff.
- Provides nursing clinical supervision or technical assistance for RN I, RN II, agency nurses or non-health staff in patient/inmate management.
- Acts in the capacity of on-duty charge nurse as assigned.
- Participates in infection control activities in accordance with Department policy and as directed by the infection control coordinator.
- Participates in infection control activities in accordance with Department policy and as directed by the infection control coordinator.
- Participates in the orientation and continuing education of staff.
- Participates in the Health Quality Improvement Program.

### MINIMUM QUALIFICATIONS:

Education:

Experience: See class Specification for Minimum Qualifications

License/Certifications: American Nurses Association certification in any of the certifiable adult specialties.

Special Requirements: Successful completion of the Corrections Academy and continuing Certification as correctional line personnel as established by the certifying authority.

## SUPPLEMENTAL JOB DESCRIPTION

Classification: Nurse Practitioner Function Code: 6550-046

Position Title: Correctional Nurse Practitioner Date Established: 08/15/88

Position Number: 41500 Date of Last Amendment: 6/4/08

**SCOPE OF WORK:** Under the administrative direction of the Administrative Director of Medical and Forensic Services and the clinical direction of the Chief Medical Officer, works collaboratively with the health care team to ensure that both practice and professional standards are identified and maintained in the delivery of patient care and that mutually determined patient outcomes are achieved. Independently prescribes pharmacologic and psychopharmacologic drugs authorized by RSA 326-B: 10a. Promotes excellence in patient care while supporting and facilitating professional growth and development, and upholding standards of professionalism

### ACCOUNTABILITIES:

- Functions as the primary expert clinician/practitioner for a select group of patients through application of scientific expertise in the assessment of care and patient learning needs, diagnosis, treatment planning (to achieve both short and long term patient outcomes) and resolution of medical and psychiatric problems.
- Provides direct care to patients whose behavior may be unpredictably violent or otherwise physically or psychologically disagreeable or dangerous.
- Address diverse patient care situations in a manner which reflects integration and analysis of data, directing and coordinating all aspects of patient care management.
- Provides skilled specialty services of: medical assessment; psychotherapy with individuals and groups; prescription, administration and monitoring of medications and their effects; and coordination of care with interdisciplinary and interagency treatment teams as well as family members.
- Acts as a resource to all members of the health care team by: establishment of appropriate care standards necessary to achieve optimal patient outcomes; assessment, development and implementation of a plan to meet learning needs relevant to the care standards; and evaluation of progress/achievement of care standards.
- Maintains accountability for own professional growth through continuing education and other scholarly efforts. Acts as a resource to profession and agency through participation and dissemination of research, participation in quality improvement and other committee activities and supports the goals of the Department of Medical and Forensic Services.
- In collaboration with others, assess the learning needs of specific patient populations and develops patient educational tools, classes or programs.
- Assumes administrative and/or clinical responsibility for achieving facility and patient objectives.
- Collaborates in hiring and evaluating treatment team members and developing/approving program policies for patient care areas.
- Achieves the Department of Corrections objectives of ensuring quality patient care and maintaining high standards of professional practice throughout the organization by providing Department wide consultation on professional and practice issues in nursing and health care as well as by participating/leading quality improvement activities.

### MINIMUM QUALIFICATIONS:

**Education:** Master's degree or its equivalent from a recognized college, institute or university with major study in nursing, and graduation from a nurse practitioner program that meets qualifications established by the Board of Nursing Examiners for a Family Nurse Practitioner. Experience: Five years' professional nursing experience and clinical competency in clinical nursing. Each additional year of approved work experience may be substituted for one year of required formal education.

**LICENSE/CERTIFICATION:** Advanced Practice Registered Nurse license issued by the New Hampshire Board of Nursing Education. Current DEA certification.

Special Requirements: Successful completion of the Corrections Academy and continuing certification as correctional line personnel as established by the certifying authority.

## SUPPLEMENTAL JOB DESCRIPTION

Classification: Licensed Practical Nurse I Function Code: 5755-046\*

POSITION TITLE: Correctional Line LPN I Date Established: 7/1/93

Position Number: 30335 Date of Last Amendment: 11/14/06

SCOPE OF WORK: Provides general nursing care and treatment in a centralized adult ambulatory setting and/or inpatient infirmary unit within a correctional facility, working in close and immediate contact with prisoners on a daily basis while maintaining security.

### ACCOUNTABILITIES:

- Utilizes the nursing process in patient/inmate nursing assessment and treatment of adult health care needs.
- Provides for the integration and implementation of the medical/dental regimen.
- Makes independent nursing judgments when responding to emergency medical situations involving inmates or staff.
- Provides nursing clinical supervision or technical assistance for RN I, RN II, agency nurses or non-health staff in patient/inmate management.
- Acts in the capacity of on-duty charge nurse as assigned.
- Participates in infection control activities in accordance with Department policy and as directed by the infection control coordinator.
- Participates in infection control activities in accordance with Department policy and as directed by the infection control coordinator.
- Participates in the orientation and continuing education of staff.
- Participates in the Health Quality Improvement Program.

### MINIMUM QUALIFICATIONS:

Education:

Experience: See class Specification for Minimum Qualifications

License/Certifications: Must possess a current license as a practical nurse or temporary permit issued by the New Hampshire board of Nursing Education and Nurse Registration pending the results of the licensing examination.

Special Requirements: Successful completion of the Corrections Academy and continuing Certification as correctional line personnel as established by the certifying authority.

\*T/A'd from Registered Nurse III



PC-NH-002-003

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW HAMPSHIRE

JAAN LAAMAN, et al.,  
Plaintiffs

v.

CIVIL # 75-258

RONALD POWELL, Commissioner  
of New Hampshire Department  
of Corrections, et al.,  
Defendants

- AND -

RAYMOND GUAY, et al.,  
Plaintiffs

v.

CIVIL # 77-256

RONALD POWELL, Commissioner  
of New Hampshire Department  
of Corrections, et al.,  
Defendants

- AND -

JOHN J. SULLIVAN, et al.,  
Plaintiffs

v.

CIVIL # 87-301-D

MICHAEL J. CUNNINGHAM,  
Warden, New Hampshire  
State Prison, et al.,  
Defendants

CONSENT DECREE

Upon motion of the Plaintiffs and Defendants, it is hereby ordered, adjudged and decreed:

1. On August 4, 1978, this court signed and entered consent decrees in final disposition of the cases of Laaman v. Helgemoe, (Civil Action No. 75-258) and Guay v. Perrin, (Civil Action No. 77-256).

2. On January 23, 1986, inmate Clifford Avery, on behalf of himself and the class of all inmates at the New Hampshire State Prison, filed a "Motion/Petition for Contempt Citation" alleging multiple violations of the Laaman and Guay Decrees.

3. On September 25, 1987, Plaintiffs' counsel filed an Amended Motion for Contempt alleging multiple violations of the Laaman and Guay Decrees.

4. In July, 1987, inmate John Sullivan filed a pro se complaint challenging conditions of confinement in the maximum custody unit which, by order of October 27, 1987, was consolidated with this action.

5. The parties have now agreed to the entry of this Consent Decree, the terms and conditions of which are set forth herein, in full settlement of the claims set forth in Plaintiffs' Amended Motion for Contempt.

6. Defendants, the Commissioner of the New Hampshire Department of Corrections and his agents, employees, successors in office and any others acting in concert with him, agree to be bound by, and are hereby enjoined from failing to fully comply with, each of the requirements set forth in this Consent Decree within the time prescribed.

7. This Consent Decree shall be applicable to all members of the class which is comprised of all inmates who are or will be incarcerated as duly convicted felons at the New Hampshire State Prison and are or will be in the custody of the New Hampshire Department of Corrections or any other

person or agency in the State of New Hampshire who, in the future, may receive custody of any such inmates in lieu of the Department of Corrections.

8. In entering into this Consent Decree, Plaintiffs and Defendants have acknowledged that it is not their intention to provide an extraordinary avenue of access to the courts to bring minute details of the New Hampshire State Prison's day-to-day operations to the courts' constant attention. The parties acknowledge that the size of the prison staff alone and the nature of its operations may lead to minor and isolated instances of noncompliance with provisions of this Consent Decree which may be speedily resolved if brought to the attention of the prison administration. Accordingly, the parties acknowledge that a spirit of reasonableness and cooperation should govern resolution of grievances arising under this Consent Decree. 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 instigating litigation.

9. This Court shall retain jurisdiction over the Consent Decree until July 1, 1993 for the purpose of assuring compliance with the Decree. Upon further order of

this court, jurisdiction may be extended for whatever time is directed by the court upon a showing that substantial compliance with the provisions of this Decree has not been achieved in a timely manner.

10. It is agreed by the parties that this Consent Decree also constitutes a settlement agreement which survives the termination of this court's jurisdiction over the Decree.

11. This Consent Decree specifically and entirely replaces Sections IV, VII, VIII, IX, XII, and XVII of the Consent Decree in Laaman v. Helgemoe, August 4, 1978 (regarding Food Service, Medical Care, Mental Health Care, Classification, Vocational Training and Miscellaneous issues), as well as the Stipulation in Guay v. Perrin (approved August 4, 1978) in its entirety. All of the sections of the Laaman Consent Decree, except those set forth above, are fully and specifically reincorporated as part of this Consent Decree.

11a. The parties agree that within 14 days of the entry of this Consent Decree, they shall file a joint motion for extension of time for Plaintiffs to file their motion for attorney's fees. By the time such joint motion is filed, Plaintiffs counsel shall submit a request for attorney's fees to the Defendants. Until the time that Plaintiffs are directed to file their motion for attorney's fees in this Court, the parties shall negotiate in good faith over the amount of attorney's fees to which Plaintiffs are entitled.

#### DEFINITIONS

12. "Plaintiffs" and "Defendants" refer to the parties named as plaintiffs and defendants in the above-entitled action.

13. "Department" or "D.O.C." refers to the New Hampshire Department of Corrections.

14. "Commissioner" refers to the Commissioner of the Department of Corrections.

15. "New Hampshire State Prison" or "prison" or "NHSP" refers to the New Hampshire State Prison located at 281 North Main Street, Concord, New Hampshire, including the Minimum Security Unit and all other units which will, in the future, be built on the grounds of the New Hampshire State Prison, and the Halfway Houses in Manchester or Concord and any other such halfway houses to be established by the Department of Corrections in the future. As used in this Consent Decree, the term "NHSP" does not include the women's facility in Goffstown, New Hampshire.

16. "Inmates" refers to all duly convicted felons who are incarcerated in the New Hampshire State Prison, as defined above, and/or the Secure Psychiatric Unit. As of April 12, 1990, the total inmate count was 1,226, consisting of 1,042 in the main facility, 109 in the minimum security unit, 75 in the halfway houses, and 42 in the Secure Psychiatric Unit. As used in this Consent Decree, the term

"inmates" does not include female felons incarcerated in the women's facility in Goffstown, New Hampshire.

17. "Special Housing Unit" or "SHU" refers to the building which houses maximum custody inmates (inmates classified "C-5" under the Classification Manual) as well as inmates in punitive segregation, administrative segregation, and quarantine (1st phase).

18. "Close Custody Unit" or "CCU" refers to the unit which houses inmates classified as C-4" under the Classification Manual.

19. "C-5 Inmates" refers to maximum custody inmates so classified under criteria set forth in the Classification Manual.

20. "C-4 Inmates" refers to a classification status that is less restrictive than maximum custody and more restrictive than medium custody, under criteria set forth in the Classification Manual.

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I. HEALTH SERVICES

Definitions

21. "Director" means the Director of the Division of Medical and Forensic Services of the New Hampshire Department of Corrections.

22. "P.P.D." refers to Policy and Procedure Directives duly promulgated by the Department of Corrections governing regular operation of various departments within the NHSP.

23. "Full Time" means employment obligating the employee to provide at least 37.5 hours per week at the NHSP.

24. "Half Time" means employment obligating the employee to provide at least 18.5 hours per week at the NHSP.

25. "Primary Care" refers to diagnosis, treatment, referral (where necessary) and overall clinical management of inmates who seek health care at the prison infirmary. The term does not encompass specific speciality care or consults provided by outside specialists as referred by NHSP physicians, dentists or psychiatrists (i.e. surgery, physical therapy).

26. "SPU" refers to the Secure Psychiatric Unit, which is a mental health facility located on the grounds, but which is not part, of the NHSP.

27. "Medical Staff" means Physicians, Physician Assistants, Nurse Practitioners, and Nurses.

28. "Infirmery" refers to the Health Services Center at the NHSP.

Medical Care

29. Defendants shall provide adequate medical and dental care to inmates at the New Hampshire State Prison. This shall include services providing for their physical and mental health as well as treatment for specific diseases or infirmities.

30. Such medical care shall include the following:

(a) A Comprehensive medical examination conducted by a physician, or physician's assistant or nurse practitioner under the supervision of a physician, within fourteen (14) days of an inmate's commitment, directed to the discovery of physical and mental illness. Said examination shall be conducted in compliance with P.P.D. 2.6.3 IV issued April 28, 1989.

(b) Within three (3) months of an inmate's commitment, he shall receive a complete dental examination. Based on this examination, the dentist shall prescribe any necessary treatment, including referral where indicated.

(c) Each inmate shall be given periodic physical examinations in accordance with the schedule set forth in P.P.D. 2.6.3 IV B 2.

31. The staff of the NHSP infirmary shall consist of a minimum of:

(a) Sufficient number of medical doctors, licensed by the State of New Hampshire, to provide 55 hours per week of primary care to NHSP inmates. If the prison's physician staff is insufficient to provide 55 hours per week of primary care for more than 30 days, Defendants shall make their best efforts to enter into a contract for temporary primary care coverage with a qualified medical doctor(s) to assure that the prison provides the requisite 55 hours per week of direct service to inmates. However, if the prison staff lacks a medical doctor entirely, Defendants must make their best efforts to contract for 55 hours per week of direct service by a physician immediately;

(b) One full-time physician's assistant (P.A.) and/or nurse practitioner who will receive clinical supervision from either the physician or the Director;

(c) Fourteen full-time registered nurses, or the equivalent thereof, including an Assistant Director of Nursing. The nurses shall work under the supervision of the Assistant Director of Nursing. There must be a minimum of one nurse at the prison 24 hours per day, seven days a week. If a nursing position(s) becomes vacant, Defendants shall make their best efforts to fill that position(s) within 30 days of the date the position(s) becomes vacant. If unsuccessful,

Defendants shall contract for services with an agency until they can fill the position; provided however, that a temporary/contract nurse shall not be utilized to conduct rounds in SHU;

(d) One full-time Registered Records Administrator or Senior Qualified Medical Records Technician;

(e) An additional full-time Qualified Medical Records Technician;

(f) One full-time Receptionist;

(g) Two full-time dentists, or their equivalent;

(h) One full-time dental assistant;

(i) One full-time Quality Assurance Director;

(j) One full-time dietician;

(k) One full-time Pharmacist.

32. The Assistant Director of Nursing, under the general direction of the Director or other similarly qualified person designated by the Commissioner of the Department of Corrections, shall be responsible for on-site administrative supervision and coordination of health services.

33. Emergency medical care shall be available on a twenty-four (24) hour basis, seven(7) days a week to include transfers to the Concord Hospital or other medical facilities as medically required.

34. A member of the NHSP medical staff shall be present at the NHSP 24 hours per day, seven days per week.

A Medical Doctor shall be on-site or "on call" 24 hours per day, seven days per week. If a Doctor is not available, Defendants shall rely on the Concord Hospital Emergency Room for services which would otherwise be provided by the physician on call.

35. Inmates shall be referred to accredited hospitals and medical specialists for necessary medical care and services upon approval of the Director or his/her designee.

36. All medical matters, including dental and psychiatric, that involve a medical judgment are the sole province of the physician or dentist respectively. An insufficient budget shall not excuse failure to provide necessary treatment.

37. Sick Call Procedure

(a) A member of the medical staff who is trained in physical assessment and the medical triage procedure shall conduct sick call for the entire prison Monday through Friday and, if necessary, on weekends. A member of the medical staff shall make rounds in SHU seven (7) days per week.

(b) NHSP medical staff shall conduct daily sick call in accordance with sick call protocols developed by the Defendants. Said protocols shall be drafted within sixty (60) days of the signing of this Decree and forwarded to Plaintiffs, who shall be given thirty (30) days to review and respond to said protocols

before they are adopted. Defendants shall consider Plaintiffs' comments prior to finalizing and instituting said protocols.

(c) Defendants shall provide training on the use of the aforementioned sick call protocols to every member of the NHSP medical staff (i.e. physicians, P.A.'s, nurse practitioners, nurses). In addition to training on the aforementioned protocols, every NHSP employee who conducts sick call screening shall attend 40 hours per year of in-service training which shall include subject matter relevant to the provision of medical services as specified by the Defendants. Monthly NHSP medical staff meetings, concerning clinical issues, protocols, policies, individual cases and other relevant matters, shall be held. All medical staff shall be required to be accountable for the information covered in such meetings.

(d) All inmates, including SHU inmates, who are referred to a NHSP physician for non-emergency care by a member of the sick call staff or SHU nurse shall be examined by the physician/P.A./Nurse Practitioner within three (3) weeks from the date of the referral.

(e) Whenever an inmate presents the same medical complaint to either the SHU nurse or other sick call personnel three (3) times in a thirty (30) day period, the Assistant Director of Nursing shall notify the

Quality Assurance Director pursuant to the NHSP Quality Assurance P.P.D. (described below in paragraph 44).

(f) Each day, prior to the nurse's rounds in SHU, SHU inmates who wish to speak with the nurse shall be asked to complete a Request Form. The nurse will pick up the Request forms, elicit further information as required to adequately assess the inmate's need for medical care, and note his/her recommendation (e.g. referral to doctor, P.A., etc.) in the space provided on said form. In addition, the nurse shall orally announce his/her presence for sick call on each tier and see inmates who were not able, for whatever reason, to turn in a Request Form.

(g) Individual written notice of each NHSP inmate's infirmary/doctor appointment shall be provided to the inmate prior to the actual appointment.

(h) Each day (Monday through Friday) a member of the infirmary staff shall compare the list of inmates who failed to show at their scheduled appointment(s) with the list of inmates who are on Administrative and Punitive Segregation. If an inmate who missed an appointment appears on either the Administrative or Punitive Segregation list, the inmate shall be re-scheduled to see the physician/P.A./Nurse Practitioner the next time she or he is conducting examinations in SHU.

(i) A medical doctor/P.A./Nurse Practitioner shall conduct medical examinations and consults at the Special Housing Unit (SHU) at least once per week.

38. Defendants shall ensure that someone is available to provide translation services to non-English speaking inmates to enable them to acquire necessary medical services.

39. Eye Examinations. Every inmate, including SHU inmates, upon request, shall be entitled to receive eye examinations for corrective lenses. No inmate shall wait more than six (6) months before he receives an eye examination.

40. Medication - Whenever an inmate arrives at the NHSP with a current prescription(s), said prescription(s) shall be continued unless a physician assesses the need for continuing the prescription(s) or an appropriate alternative. In addition, before discontinuing a current prescription(s), a member of the NHSP medical staff will attempt to discuss the inmate's need for the prescription(s) with the prescribing physician.

41. No NHSP Corrections Staff member shall, in any way, inhibit an inmate's ability to request access to a member of the NHSP Medical or Mental Health Staff or to Medical or Mental Health Services.

42. Inmate Tracking and Follow-up System

Within four (4) months of the entry of this Decree Defendants shall develop a system of tracking and following

up the provision of mental and medical care to inmates.

Said system shall, at a minimum, ensure that:

(a) The NHSP physician reads and considers the discharge summary and recommendations of any outside consulting physician;

(b) The NHSP medical staff consults with an inmate's prior treating physician where appropriate;

(c) Chronic care clinics are scheduled in a timely manner;

(d) Periodic medical examinations are scheduled in a timely manner;

(e) Inmates receive the ongoing care, in a timely manner, which is recommended by the NHSP physician;

(f) Relevant mental health records are reflected in the inmate's medical record and vice versa; and

(g) Inmates' prescriptions are renewed in a timely manner.

When Defendants have completed a Tracking and Follow-Up System plan, they shall forward said plan to Plaintiffs who shall have thirty (30) days to review and comment on the planned system before it is revised and implemented.

Defendants shall consider Plaintiffs' comments prior to finalizing and instituting the system. The system shall be implemented no later than six months after the signing of this decree.

43. Medical Records/Inmate Death

Medical Records pertaining to inmates who die at the NHSP shall include, at a minimum, notations concerning: (a) when an autopsy was conducted and where the autopsy report is located; and (b) the location of the Death Certificate, Internal Investigation Report, State Police investigation, and report, if any, from the hospital where the inmate was last treated for the illness or injury which caused his death.

44. Quality Assurance Program

The Defendants shall implement and maintain a Quality Assurance Program, under the direction of a full-time Quality Assurance Director, which shall at a minimum:

(a) Document the monitoring and evaluation process;

(b) Undertake the following Quality Assurance activities:

i. Medical Records

A quarterly review of 5% of available medical records, but not more than 50, shall be monitored and evaluated to assess quality, content and completeness of documentation.

ii. Routine On-Site Patient Care Services

A quarterly review of the quality and appropriateness of 5% of each of the following

services, but not more than 50 cases in each service, shall be conducted:

- (1) Sick Call
- (2) Chronic Care Clinics
- (3) Pharmacy Services/Medication Usage
- (4) Therapeutic Diets
- (5) Ancillary Services - Laboratory,  
X-Ray
- (6) Dental Care
- (7) Non-Emergency Mental Health  
Services
- (8) On-site speciality care clinics  
when provided.

iii. Other On-Site Services

A quarterly review of the quality and appropriateness of the following services:

- (1) 100% of all cases in which the inmate is declared in need of Involuntary Psychiatric Treatment;
- (2) 100% of all transfers from the NHSP to SPU pursuant to RSA 623:1;
- (3) a representative sample of all acute psychiatric interventions requiring an assessment by a member of the core Mental Health Staff; and

- (4) 100% of in-patient infirmary care cases.

iv. Patient Satisfaction

A quarterly review of a representative sample of medical, dental and mental health complaints/grievances by inmates, family members, lawyers, etc. shall be conducted to determine client satisfaction and quality of care.

v. Infection Control

A monthly review of the quality and appropriateness of 100% of the following cases shall be conducted:

- (1) Isolation Cases
- (2) Communicable Disease Cases Reported to New Hampshire Department of Public Health.

vi. Mortality

A review of 100% of mortality cases shall be conducted, within 90 days of the inmate's death. In conducting such reviews, the Quality Assurance Director shall read the following documents and report the information contained therein to the Quality Assurance Committee for review:

- (1) Autopsy Report
- (2) Death Certificate
- (3) DOC Investigation

- (4) State Police Investigation
- (5) Hospital Record of the hospital, if any, where the inmate was last treated for the illness or injury which caused his death.

vii. Off-Site Patient Care Services

- (1) A quarterly review of the quality and appropriateness of care of 50% of the following cases shall be conducted:

- (a) Emergency Room Visits
- (b) Emergency Admissions to acute care facilities

- (2) A quarterly review of the quality and appropriateness of care of 5%, but not less than one or more than 50, consultations/referrals/X-rays/hospitalizations

viii. Health Care Staff Development

An annual review of 100% of health care staff training shall be conducted to ensure completion of:

- (1) Pre-service Training
- (2) In-service Training
- (3) CPR/First-Aid Certification

ix. Credentials

An annual review of 100% of all professional credentials of licensed health care staff shall be conducted. More frequent reviews shall be conducted if problems are identified.

x. Internal/External Audit findings

A review of 100% of all American Correctional Association (A.C.A.) and the State of New Hampshire, Health and Human Services Department, Public Health Services Division audit findings shall be conducted by the month following the receipt of the audit findings.

45. Infirmary Admissions

Defendants shall adopt written policies and procedures for operation of the infirmary at the NHSP which shall, at minimum, provide as follows:

(a) All in-patient admissions to an infirmary must be authorized by a licensed physician, dentist or psychiatrist. If the order is given by telephone, the order must be countersigned by the admitting physician/dentist, by the end of the next duty day. Registered Nurses shall be authorized to admit inmates for observation with follow-up and discharge by the Physician/Dentist.

(b) An admission note must be written in the medical record for all admissions by the admitting

nurse and by the ordering physician, dentist or psychiatrist.

i. The nursing note shall be made upon admission.

ii. The admission note by the ordering physician, psychiatrist, or dentist shall be made within 36 hours of the admission and shall include the reason for admission, admitting diagnosis and diagnostic and therapeutic plans.

(c) All acute care patients admitted to the infirmary shall:

i. Be seen at least every 72 hours by either a physician, P.A. or Nurse Practitioner provided, however, that the physician shall see all acute care patients at least once weekly. The physician visits must be documented by a progress note in the medical record written by the physician each time the patient is seen.

ii. Have their vital signs (temperature, pulse, respiration, and blood pressure) recorded at least daily and more often as determined medically necessary.

iii. Have a clinical note written by a member of the Medical Staff no less than daily and more often as determined medically necessary.

(d) If an individual is admitted to the infirmary for health related issues other than acute illness,

their vital signs (temperature, pulse, respiration, blood pressure) must be recorded at least weekly, and a progress note must be written by the physician no less than weekly. A nursing note must also be recorded no less than weekly. Weekly health care professional notes shall not be required in those cases where the Admission and/or therapeutic plan indicates that the purpose of the admission is long term or mid-term convalescent care, or in other cases in which there is no clinical need for weekly monitoring.

(e) Only a physician, psychiatrist or dentist may discharge inmates who have been admitted to the infirmary. Discharge orders and a note must be signed in the medical record by the physician, psychiatrist or dentist when discharging a patient from the infirmary. This discharge note shall include a summary of the reason for admission, the course in the infirmary, and the discharge diagnosis and plans.

(f) Physicians, psychiatrists, nurses, P.A.s, nurse practitioners, and dentists should sign each note with a "MD," "RN," "LPN," "PA", "NP," or "DDS" after their name. Psychologists should sign with their degree after their name (e.g., M.A., Ph.D., Psy.D., etc.).

46. Records

Defendants agree to abide by the Policy and Procedure Directive #2.6.43 (issued March 8, 1989) with the addition of the following provisions:

(a) Progress notes shall be completed as follows:

(1) All medical encounters shall be recorded on the same day as the medical encounter.

(2) Each entry on the progress notes shall include the date, time, signature and title of the person making the entry.

(3) A medical records format which shall, at minimum, delineate assessments, findings, and plan for each entry.

(4) All recordings shall be made in dark ink and shall be legible.

(5) Only abbreviations identified in health care directives may be used.

(b) Physical examination forms or documentation that the inmate refused the examination shall be completed.

(c) Medical records will be maintained in accordance with accepted Medical Records Standards.

47. The infirmary shall have basic life support capacity, including oxygen. All physicians, dentists, physician's assistants, nurses, and certified medical technicians shall be given annual in-service training in the use of basic life support equipment.

48. The Director or his designee shall establish a written procedure for responding to medical emergencies. Emergency response drills shall be conducted on each shift at least annually.

49. All correctional personnel shall receive such training as is directed in P.P.D. 2.6.44 IV C issued January 24, 1989.

50. Chronic Care Clinics

The Defendants shall establish chronic care clinics which ensure that inmates who have the chronic illnesses set forth below are seen by health care personnel at regular intervals:

(a) Diabetes:

Diabetic patients shall be seen by a physician, nurse practitioner, physician's assistant or Registered Nurse pursuant to protocol at least every three months or more frequently, as determined medically necessary by a physician.

(b) Asthma:

Asthmatic patients shall be seen by a physician, nurse practitioner, physician's assistant or Registered Nurse pursuant to protocols at least every four months, or more frequently as determined medically necessary by a physician.

(c) Hypertension:

Hypertensive patients shall be seen by a physician, Nurse Practitioner, physician's assistant or

Registered Nurse pursuant to protocols at least every four months, or more frequently as determined medically necessary by a physician.

(d) Seizure Disorder:

Seizure patients shall be seen by a physician, Nurse Practitioner, physician's assistant, or Registered Nurse pursuant to protocol when seizures occur, and at least every four months, or more frequently as determined medically necessary by a physician.

(e) Chronic Pain Syndrome:

Inmates suffering from chronic pain syndrome shall be seen by a physician, nurse practitioner, physician's assistant or Registered Nurse pursuant to protocol at intervals deemed appropriate by the physician, but at least every 90 days, unless the physician determines that a different interval is clinically appropriate. All decisions to schedule inmates at intervals greater than 90 days shall be reflected in the inmate's medical record.

51. Medication

All inmate medications shall be handled in accordance with P.F.D. 2.6.42 (issued March 8, 1989) in addition to the following provisions:

(a) The physician shall conduct a monthly medication review on each inmate, unless such review is

not clinically indicated in which case a review shall be held at a maximum of 90-day intervals.

(b) All inmates who receive psychotropic drugs will be assessed within 30 days after the discontinuance of such drugs.

52. Dental Care

Defendants shall provide each inmate with routine and emergency dental care in accordance with the provisions of P.P.D. 2.6.28 (effective April 9, 1990), and the following:

(a) All new inmates shall be given a complete dental examination within three (3) months of their entry into the prison.

(b) Requests by inmates for dental care shall be prioritized according to the "American Public Health Association Based Categorization of Dental Patients." (attached hereto as Exhibit A).

(c) Any inmate experiencing a dental emergency, i.e. a condition which falls within category I or II of the American Public Health Association's priorities, shall receive an examination by the dentist no later than the next working day after the emergency occurs.

(d) Any inmate requesting dental care whose condition falls within category III of the American Public Health Association's priorities will be seen within thirty (30) days of their request.

52A. Training

All personnel who work in the infirmary shall receive training in all of the P.P.D.'s pertaining to health services at the NHSP.

Mental Health

53. Defendants shall provide all inmates access to a comprehensive mental health program based on their individual needs as determined by qualified NHSP Mental Health Staff and/or consultants. Defendants shall examine, diagnose and refer for treatment all inmates who have significant mental illness.

54. Where clinically indicated treatment cannot be provided by the NHSP staff, Defendants shall refer inmates to outside specialists or facilities which can provide the required services.

55. Defendants shall ensure that:

(a) Any time a correctional officer or other staff person observes an inmate exhibiting possible symptoms of mental illness that person shall contact the unit correctional counselor/case manager, or on-call counselor who shall evaluate the inmate for referral to other mental health specialists for diagnosis and/or treatment as indicated.

(b) Upon referral from a correctional officer or other staff person, a mental health worker shall interview the inmate to assess the need for referral to

the psychiatrist, psychologist, or such other mental health resources as is clinically indicated. This assessment shall be conducted within a time period as appears clinically appropriate from the nature of the referral, but in no case more than fourteen (14) days from the date of the referral.

(c) NHSP Mental Health Staff shall respond to any request by an inmate for mental health assessment and/or treatment in a manner that is clinically appropriate given the nature of the information provided in the request.

(d) When a member of NHSP staff has determined that individual and/or group therapy is appropriate for an inmate, such inmate will be provided such therapy within a timeframe that is deemed clinically appropriate by the Chief of Mental Health Services for the Department of Corrections.

56. When there are no immediate openings for inmates who are deemed appropriate for: alcohol and/or drug addiction, sex offenders or family training groups, priority for participation shall be given to those inmates who both:

(a) have been specifically referred to such programs by the sentencing judge, Classification Board or Parole Board; and

(b) who are closest to their minimum release date.

57. When a significant number of inmates manifest a particular mental health need which is appropriate for group therapy, Defendants shall provide additional programs deemed appropriate to meet such needs by the Chief of Mental Health, Administrator of Programs or the Director of Forensic and Medical Services.

58. Defendants shall develop a plan to conduct tracking and follow-up of inmate treatment and progress. Such plan shall be described in writing and provided to Plaintiffs' counsel at least 30 days prior to its implementation. Defendants shall formally implement said tracking and follow-up plan within six (6) months of the entry of this order.

59. Defendants shall implement a system to assure that all Mental Health staff members receive regular formalized clinical supervision and attend regular periodic staff meetings.

60. Defendants shall ensure that all unit counselor/case managers receive, as part of the pre-service and in-service training required by P.F.D. 2.4.1 (issued December 16, 1988), training on:

(a) behavior indicative of mental or emotional disturbance; and

(b) the criteria and process to be employed in referring inmates for evaluation by a mental health professional (i.e. psychologist, psychiatrist, therapist, etc.).

61. Defendants shall implement the suicide prevention and intervention policy set forth in P.P.D. 2.6.10 (issued May 16, 1989) with the following modifications:

(a) The Officer in Charge shall, in every case where it is the opinion of any staff member that an inmate is in danger of suicide or self-inflicted serious bodily injury, immediately inform either the Unit Counselor/Case Manager or a mental health clinician (or, in the absence of both, the on-duty nurse).

(b) Defendants shall implement a policy of conducting follow-up evaluations of inmates identified pursuant to paragraph (a) (above) where deemed clinically appropriate by the Chief of Mental Health Services. All decisions pertaining to follow-up, including a decision not to follow-up, shall be reflected in the inmate's mental health record.

62. Those inmates who are returned to the NHSP from SPU after having been transferred pursuant to RSA 623 shall be monitored and treated as deemed clinically necessary. In all cases, such inmates shall be seen at least one time by a member of the NHSP clinical staff within thirty (30) days of their discharge from SPU.

63. Defendants shall maintain a staff which includes, at a minimum:

(a) One full-time Ph.D. Psychologist who shall be the on-site clinical and administrative Chief of the

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NHSP Mental Health Unit in coordination with the  
Director;

(b) As of July 1, 1990: Three (3) Master Degree Level Psychologists and four (4) Social Workers, or their equivalent in terms of education and/or experience; and sixteen (16) additional counselors. The above staff members shall provide Mental Health and Case Management Services to inmates on a full-time basis.

(c) Defendants will make their best efforts to maintain a ratio of one case manager for every eighty (80) inmates.

(d) Defendants shall make their best efforts to secure the services of post-graduate level student interns who shall work under the supervision of the Director of Mental Health Services at the NHSP.

(e) A Psychiatrist will be available at the NHSP a minimum of eight (8) days each month to provide counselling to inmates, consultation with the mental health and medical staff, and to prescribe medication in coordination with the physician.

Health Care Services Evaluator

64. The parties agree that a mutually agreed upon physician shall be appointed "evaluator" to promote and evaluate Defendants' compliance with section I. of this consent decree. The parties shall notify the Court of the

identity of the evaluator by July 1, 1990. If the parties cannot agree, each party shall submit the name and resume of its nominee to the Court which shall choose the evaluator.

65. The evaluator shall perform an annual survey and evaluation of the health services department at the NHSP and file a report with counsel for both parties within 30 days of completion thereof. The annual survey shall be conducted over such period as the evaluator deems necessary to perform his duties up to a maximum of five days per year. These five days of evaluation shall occur at any time within the months of October or November, and need not be consecutive. At least twenty-four (24) hours advance notice of any visit by the evaluator shall be required.

66. The evaluator shall have the following powers:

(a) To have unlimited access to any of the medical, dental and mental health facilities covered by the terms of the Consent Decree.

(b) To have unlimited access to the records, files, and papers maintained by the Department of Corrections or its contractors to the extent that such access is related to determining compliance with the Consent Decree except as to matters covered by the attorney-client privilege and the work product doctrine. Such access shall include all departmental, institutional, and inmate records, including, but not limited to, medical, mental health and dental records. He may obtain copies of all such relevant records,

files and papers; provided that he shall not be permitted to testify as to an inmate's medical, dental or mental health record in unrelated litigation. The Defendants shall not be liable for the release of any records to the evaluator pursuant to the terms of this order.

(c) To conduct confidential interviews with all staff members, employees, and contractors of the Department of Corrections. In addition, he may engage in informal conferences with such staff members, employees, and contractors. Such persons shall cooperate with the evaluator and respond to all inquiries and requests related to the implementation of the Consent Decree in this case. The Evaluator may require compilation and communication of oral or written information relevant to such implementation.

(d) To conduct confidential interviews and meetings with any inmates or group of inmates at the NESP.

67. The Evaluator shall be compensated at the rate of one hundred dollars (\$100.00) per hour for services performed in accordance with this Consent Decree. All reasonable expenses incurred by the evaluator in the course of the performance of his duties including, but not limited to, long-distance telephone calls, photocopying, printing, travel, data processing, and postage shall be reimbursed. However, during the total three-year period during which he

performs services as an evaluator, he shall not incur total expenses, including his hourly fee, in excess of \$30,000 without prior approval of the Defendants or the Court.

68. All costs associated with the Evaluator shall be borne by the Defendants.

69. If, upon receipt of the Evaluator's report, the Plaintiffs believe that there are serious issues of non-compliance with this section of the decree, they shall (absent an imminent threat to the health of an inmate), attempt to resolve the issues with the Defendants. If the parties cannot resolve the issues within 30 days of the time Plaintiffs notify Defendants of the alleged noncompliance, the Plaintiffs may move for such further relief as is appropriate from this Court.

70. For the purpose of this section of the Consent Decree only, the jurisdiction of this Court shall not terminate until 90 days after the submission to the parties of the evaluator's third annual report, provided however, that if within said 90-day period, Plaintiffs move this Court for further relief, jurisdiction shall be extended until the Court acts upon Plaintiffs' request. The evaluator shall notify the Court of the date he submits his report to the parties.

Non Waiver

71. Nothing in this agreement shall be construed to waive or in any way limit or affect any claim which an

individual member of the Plaintiff class may have, or may in the future have, against the Defendants, their agents or employees arising out of health care (including dental and mental health) provided or not provided to the class member.

## II. CLASSIFICATION

72. Defendants shall maintain a classification system which shall include:

(a) Due consideration to the age; offense; prior criminal record; vocational, educational and work needs; and physical and mental health care requirements of each inmate;

(b) Methods of identifying aged, infirm and psychologically handicapped or physically disabled inmates who require transfer to a more appropriate facility, or who require special treatment within the institution;

(c) Educational, vocational, rehabilitation, training, religious, recreational and work programs specifically designed to meet the needs of the classification system; and

(d) Methods of identifying those inmates for whom pre-release, work release or school release are appropriate.

73. The prison's Classification Manual (as amended May 15, 1990), which is attached hereto as Exhibit B, is fully

incorporated herein as part of this decree. Plaintiffs agree that compliance with said manual as well as other relevant provisions of this Consent Decree will satisfy the requirements set forth in paragraph 72 above.

74. The Classification Manual shall govern all decisions relative to classification of inmates. The Defendants may issue such rules, regulations, policy statements or directives which they deem necessary to implement any of the provisions of the said Manual and which are not inconsistent with the requirements of the Manual.

75. Defendants shall, as part of the reception cycle for new inmates, inform such inmates in writing of the procedures and standards of the Classification System. In addition, Defendants shall provide all new inmates as well as current inmates with reasonable access to a copy of the Classification Manual. As part of the settlement of this case, Defendants will distribute to each inmate a written summary or description of the Classification Manual as amended May 15, 1990.

76. Defendants agree to allow Plaintiffs' counsel to inspect individual inmate files, which contain all of the material and decisions relative to each inmate's classification. The purpose of such an ~~inspection is to~~ provide a method to ensure that the matters and decisions relative to classification are being made consistent with the Classification Plan as set forth in the Manual.

77. Until the opening of the new diagnostic unit in 1991, quarantine status for the purpose of reception, admission, orientation and classification shall not exceed 10 days in the reception unit, and 21 days in the housing unit to which the inmate will initially be assigned. While in the SHU quarantine, such inmates shall be entitled to one hour of outdoor exercise (weather permitting) and at least one hour of tier time in addition to any other time spent out of their cells for any other purpose. During the 21 day phase, such inmates shall enjoy the same rights and privileges as the other inmates in the unit except that they need not be provided work or education opportunities.

78. After the opening of the new diagnostic unit, the maximum quarantine period shall be 31 days. During this period, inmates shall be entitled to all necessary health care (including mental health and dental) as well as reasonable access to attorneys, visitors, mail, exercise and/or recreation (indoor and outdoor).

### III. WORK AND PROGRAMS FOR SHU AND CCU INMATES

79. Inmates in the Close Custody Unit shall be eligible to participate in the following programs:

- (a) N.H. Correctional industries.
- (b) Vocational Training
- (c) Education (full and part time)
- (d) Hobbycraft
- (e) Weight Room

80. Although CCU inmates as a class are eligible for such programs, the suitability of any particular inmate for such programs shall be determined on a case-by-case basis, contingent on the interest, motivation and behavior of the inmate.

81. As vacancies in the programs set forth in paragraph 79 above arise, suitable CCU inmates shall be given priority until 20% of slots in each program are occupied by CCU inmates. As new units open, the Defendants shall make their best efforts to set aside for CCU inmates a percentage of the total capacity of each program which is equal to the percentage of the total inmate population in the main facility that is comprised of CCU inmates. (For example, if the percentage of CCU inmates in the population of the main facility rises to 30%, the Defendants would attempt to have 30% of the slots in the programs listed in paragraph 79 filled by CCU inmates).

82. Both before and after the termination of this Court's jurisdiction, changes which Defendants wish to make in the Classification Manual (Exhibit "B") shall be forwarded to Plaintiffs' counsel prior to the effective date thereof.

83. All C-5 (maximum custody) inmates in the New Hampshire State Prison who are willing and able to participate, will be afforded the opportunity to engage in useful jobs, education, vocational training, counselling, recreational programs, or other provisions and activities in

the Special Housing Unit (SHU), in addition to the one hour of outdoor exercise to which they are entitled under Guay v. Perrin (Order p.2).

84. Defendants will make their best efforts to provide a minimum of five hours of such programming, as outlined in paragraph 83 above, five days a week to each C-5 inmate who is willing and able to participate.

85. Defendants recognize that inmates confined in the maximum custody unit for more than six consecutive months need and benefit from a greater variety of work and vocational education opportunities within SHU than may be available to inmates confined in the maximum custody unit for shorter periods of time. In recognition of this principle, Defendants:

(a) have created a tailor program which has the capacity for 16 inmates, and a computer education program for 8 inmates;

(b) agree that as openings arise in such programs, they will fill them with C-5 inmates who have resided in SHU for longer than six months, provided that they are willing and able to participate; and

(c) agree that by August 1, 1991, they will make their best effort to create additional work and/or vocational education program(s) which will be reserved for 16 C-5 inmates with priority for those who have resided in SHU for longer than six months.

86. Defendants shall make their best effort to create and maintain the programs set forth in paragraph 85 at a level which enables the participants to work and/or train five hours per day, five days per week..

87. The job assignments in SHU shall be reviewed by the Classification Board.

88. A list of all books and magazines available in the main library shall be maintained in SHU and provided to SHU inmates upon request. SHU inmates will have access to the reading materials on said list by submitting an inmate request slip to the librarian. SHU inmates shall be entitled to exchange at least two books/periodicals per week, which shall be delivered within five days of the receipt of the inmate request.

89. All SHU inmates shall be offered the full range of items to purchase from the canteen as are general population inmates, except for items which pose a bona fide threat to the security of the unit.

(90.) SHU inmates shall have access to the canteen twice per month, or with the same frequency as is provided to medium custody inmates.

#### IV. VOCATIONAL TRAINING

##### Definitions

91. "Vocational Training Program" means one of the following NHSP programs only: Post-Secondary Vocational Education Program; State-Certified Vocational Education

Program; Industrial Arts Program; TIE Program; or Pre-Vocational Education.

92. "Post-Secondary Vocational Education Program" means a to-be-established Associate's Degree program in Vocational Education, jointly sponsored by the NHSP and New Hampshire Vocational College System.

93. "State-Certified Vocational Education Programs" means NHSP Vocational Education Programs certified by the State of New Hampshire Department of Education.

94. "Industrial Arts Program" means a to-be-established NHSP program that, in consultation with the New Hampshire Department of Education, provides introductory Vocational Education course offerings to inmate/students.

95. "TIE (Training, Industries and Education) Programs" means NHSP inmate work programs that teach marketable skills and provide competency-based vocational training and instruction, on the job, to inmate/students through the NHSP Adult Vocational Training Center.

96. "Pre-Vocational Education" means an academic course of study to assist inmates in attaining career goals and provided to inmates who meet the following criteria: 1) They intend to participate in a NHSP Vocational Training Program or, if the inmate's minimum release date is less than 24 months from his entry into the NHSP, in a post-release Vocational Training program, and such intention is specifically recorded in the inmate's Individual Voc/Ed Plan; and 2) They are currently enrolled in basic NHSP

Education course(s) specified in the inmate's Individual Voc/Ed Plan; and 3) They require said basic Education course(s) in order to meaningfully participate in NHSP or post-release Vocational Training.

97. "Individual Voc/Ed Plan" means the Vocational Training and Education plan formulated by and for each individual NHSP inmate, as specified in writing in the inmate's Education file.

98. "E-Score" means the NHSP Education Department's rating of an individual inmate's educational level, as reflected in writing in the inmate's Education file.

99. "Marketable Skills" means employment skills that are marketable in the State of New Hampshire.

100. "Competency-Based Training" means the Vocational Training model to be employed by all NHSP TIE Programs, and that has the following characteristics: course content is primarily focused upon the mastery of specific tasks by the inmate/student; inmate/student performance objectives are specified in advance of instruction; inmate/student achievement is based upon demonstrated performance of skills (competencies); instruction, supervision, and evaluation are individualized; the inmate/student is evaluated according to pre-determined performance standards; learning is directed by feedback.

101. "Training Profile" means a written record that documents an individual inmate/student's demonstrated performance of skills (competencies) in a particular TIE

Program job, and that specifies the following: job description/ task overview; materials, equipment and supplies utilized for teaching and learning; performance objectives; competencies; and work habits.

102. "Eligible Inmate Population", for purposes of Vocational Training, means all NHSP inmates except those in the following statuses: Community Corrections, Quarantine, Punitive Segregation, Pending Administrative Review, Transit, Pre-Trial Detention, Shock Incarceration, and the Secure Psychiatric Unit.

103. "Vocational Training Evaluator" means the individual agreed on by the parties to evaluate Defendants' compliance with the Vocational Training section of this Consent Decree.

Purpose

104. It is the purpose of the Vocational Training section of this Consent Decree to ensure that a maximum number of NHSP inmates are afforded the opportunity to learn vocational skills that will equip them for successful employment in the State of New Hampshire upon their release from prison.

Post-Secondary Vocational Education Program

105. Defendants, in cooperation with the New Hampshire Vocational College System (NEVC), shall make their best efforts to establish and make operational a Post-Secondary Vocational Education Program, with a minimum enrollment capacity of 15 inmate/students, by November 1, 1990. An inmate/student who participates in the NHSP Post-Secondary Vocational Education Program will earn credits toward an Associate's Degree from a New Hampshire Vocational College.

106. Establishment and maintenance of the Post-Secondary Vocational Education Program is contingent on participating inmates obtaining Pell grants or similar government loan/subsidies to pay tuition for the program. Defendants shall assist inmates in contacting appropriate agencies and applying for government grants and/or loans to pay program tuition.

State-Certified Vocational Education Programs

107. By November 1, 1990, and thereafter, NHSP State-Certified Vocational Education Programs shall have the following minimum enrollment capacities:

* Business office Occupations	68
Auto Mechanics	25
Small Engine Repair	20
Auto Body	24
Building Trades	24
** Culinary Arts	<u>6</u>
TOTAL	167

108. Specific NHSP Vocational Education Programs may be changed based on changes in the job market, as well as changes in the skills and abilities of the inmate population, but the total minimum enrollment capacity of the NHSP State-Certified Vocational Education Programs shall remain at 167.

109. The Defendants shall make their best efforts to have the Culinary Arts Program certified by the State of New Hampshire Department of Education (D.O.E.) by July 1, 1991.

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\* The NHSP Business Office Occupations Program enrollment capacity includes that of the Computer Education Program in SHU.

\*\* The NHSP Culinary Arts Program is pending certification by the State Department of Education.

110. The Defendants shall make their best efforts to ensure ongoing re-certification of the NHSP Vocational Education Programs by the State of New Hampshire D.O.E..

Industrial Arts Program

111. By November 1, 1990, Defendants shall establish and make operational an Industrial Arts Program with an enrollment capacity of at least 30 inmate/students.

TIE Programs

112. By May 1, 1991, and thereafter, Defendants shall conduct on-the-job Vocational Training (OJT) in the following work programs, to be known as TIE Programs:

Print Shop  
Data Processing  
Sign Shop  
Metal (Plate) Shop  
Food Service  
Tailor Shop (SHU)  
Wood Shop  
Electronics Shop (CCU)

113. By May 1, 1991, and thereafter, all of the NHSP TIE Programs shall have an operational education component, teach marketable skills, provide competency-based training and instruction, and utilize training profiles.

114. By May 1, 1991, and thereafter, all NHSP TIE Program supervisor/instructors will successfully complete a training course on how to be an OJT/Vocational instructor,

the mechanics of competency-based training and instruction, and the use of training profiles as an educational tool.

115. Thereafter, in the event a TIE Program supervisor/instructor leaves employment or retires, or a new TIE Program is initiated, the new TIE supervisor/instructor must complete the same, or a substantially similar, instructor training course within six months of his employment start-up date.

116. By May 1, 1991, and thereafter, the NHSP TIE Programs shall have the following minimum enrollment capacities:

Print Shop	50
Data Processing	22
Sign Shop	30
Metal (Plate) Shop	40
Food Service	20
Tailor Shop (SHU)	16
Wood Shop	30
<u>Electronics Shop (CCU)</u>	<u>12</u>
TOTAL	220

117. Specific NHSP TIE Programs may be changed based on changes in the job market, as well as changes in the skills and abilities of the inmate population, but the total minimum enrollment capacity of the NHSP TIE Programs shall remain at 220.

#### Pre-Vocational Education

118. NHSP inmates enrolled in basic Education courses may be counted toward satisfying the 50% capacity

requirement set forth below, provided the inmate/students meet the following Pre-Vocational Education criteria:

(a) They intend to be enrolled in a NHSP Vocational Training Program or, if the inmate's minimum release date is less than two years from his entry into the NHSP, a post-release Vocational Training program, and such intention is specifically recorded in their Individual Voc/Ed Plan; and

(b) They are currently enrolled in basic NHSP Education course(s) specified in their Individual Voc/Ed Plan; and

(c) They require said Education course or courses in order to meaningfully participate in Vocational Training.

#### 50% Capacity Requirement

119. By May 1, 1991, and by May 1 of each year thereafter, the NHSP shall have a total Vocational Training Program capacity greater than or equal to 50% of the eligible inmate population on May 1 of the preceding year.

#### NHSP Vocational Reports

120. Defendants shall generate the following annual reports, together or separately, copies of which shall be provided to Plaintiffs' counsel and to the Vocational Training Evaluator..

Inmate Population Report

121. On May 1 of each year, beginning May 1, 1991, the Defendants shall generate an Inmate Population Report. The report will specify the following:

(a) The total number of NHSP inmates on the reporting date;

(b) The number of NHSP inmates, on the reporting date, in each of the following statuses: Community Corrections, Quarantine, Punitive Segregation, Pending Administrative Review, Transit, Pre-Trial Detention, SPU, and Shock Incarceration; and

(c) The number of NHSP inmates for purposes of determining compliance, one year hence, with the 50% capacity requirement (a minus b).

122. The Inmate Population Report shall also specify the following:

(a) The total number of NHSP inmates one year prior to the reporting date;

(b) The number of NHSP inmates, one year prior to the reporting date, in each of the following statuses: Community Corrections, Quarantine, Punitive Segregation, Pending Administrative Review, Transit, Pre-Trial Detention, Shock Incarceration and SPU;

(c) The number of NHSP inmates for purposes of determining current compliance with the 50% capacity requirement (a minus b).

State-Certified Vocational Education Program Report

123. On May 1 of each year, beginning May 1, 1991, Defendants shall generate a State-Certified Vocational Education Program Report. The report will list the operational NHSP State-Certified Vocational Education Programs and, for each program, will specify the following:

- (a) The enrollment capacity per shift;
- (b) The number of shifts;
- (c) The total enrollment capacity;
- (d) The current number of inmate/students actually enrolled on each shift; and
- (e) The current total number of inmate/students actually enrolled.

124. The report shall also list the name(s) of any operational Vocational Education Program(s) the NHSP intends to have certified by the State, but which have not yet been certified, and, for each such program, shall specify:

- (a) The anticipated date of State certification;
- (b) The current enrollment capacity; and
- (c) The current number of inmate/students actually enrolled.

125. The NHSP State-Certified Vocational Education Program Report shall specify the name and enrollment capacity of any NHSP Vocational Education Program de-certified by the State D.O.E., or discontinued, during the prior year.

126. The NHSP State-Certified Vocational Education Program Report shall also specify the name and enrollment capacity of any operational NHSP Post-Secondary Vocational Education Program, and of any NHSP Post-Secondary Education Program discontinued during the prior year.

TIE Program Report

127. On May 1 of each year, beginning May 1, 1991, Defendants shall generate a TIE Program report. The report shall list the name of each operational TIE Program and, for each program, shall specify the following:

- (a) the enrollment capacity on each shift;
- (b) The number of shifts;
- (c) The total enrollment capacity;
- (d) The current number of inmate/students actually enrolled on each shift;
- (e) The current total number of inmate/students actually enrolled;
- (f) The number of supervisor/instructors;
- (g) Whether or not the supervisor/instructors have completed instructor training;
- (h) Whether or not the supervisor/instructors have implemented, and are using, training profiles; and
- (i) Whether or not the supervisor/instructors are providing competency-based training.

128. The TIE Program Report shall specify any TIE program that has been discontinued during the prior year.

129. The TIE Program Report shall also specify the name and enrollment capacity of any operational NHSP Industrial Arts Program, and of any NHSP Industrial Arts Program discontinued during the prior year.

#### Training Profiles

130. On May 1, 1991, for every TIE Program job, Defendants shall submit, with the TIE Program report, a sample Training Profile to Plaintiffs' counsel and to the Vocational Training Evaluator. Thereafter, in the event a new TIE Program is created, a new Training Profile initiated or an old Training Profile revised, the Defendants will provide, with the subsequent TIE Program report, a copy of each of said profiles to Plaintiffs' counsel and to the Vocational Training Evaluator.

131. All NHSP Training Profiles shall contain a D.O.T. (Dictionary of Occupational Titles) or O.E.S. (Occupational Employment Statistics) code number corresponding to the employment skills being taught in said job.

#### Instructor Training Documentation

132. On May 1, 1991, Defendants shall submit, with the TIE Program Report, a list of the names of all TIE Program supervisor/instructors, and, for each such supervisor/instructor, shall specify the TIE Program s/he

supervises/instructs, and whether or not s/he has successfully completed instructor training.

133. Thereafter, in the event a TIE Program supervisor/instructor leaves employment or retires, or a new TIE Program is initiated, Defendants shall submit, with the subsequent TIE Program Report, a list of the names of all new TIE Program supervisor/instructors and, for each such new supervisor/instructor, shall specify:

- (a) The TIE Program s/he supervises/instructs;
- (b) His/her employment start-up date; and
- (c) Whether or not s/he has successfully completed instructor training.

134. In the event any TIE Program supervisor/instructor has not completed instructor training by the date of the subsequent TIE Program Report (be it the May 1, 1991 report or thereafter), for each such supervisor/instructor, Defendants shall continue to submit, with each subsequent TIE Program Report, the documentation required in paragraph 133 above until successful completion of the required training is documented.

135. In all instances, Defendants shall also submit, with the subsequent TIE Program Report, a complete written description of the instructor training course(s), including the total number of hours of instruction, completed by TIE Program supervisor/instructors.

Pre-Vocational Education Report

136. At the mid-point of each academic semester, Defendants shall generate a Pre-Vocational Education report. The report will list the names of all NHSP inmates who meet the following criteria:

(a) They intend to be enrolled in a NHSP Vocational Training Program or, if their minimum release date is less than two years from their date of entry into the NHSP, in a post-release vocational training program, and such intention is specifically recorded in their Individual Voc/Ed Plan; and

(b) They are currently enrolled in basic NHSP Education course(s) specified in their Individual Voc/Ed Plan; and

(c) They require said Education course(s) in order to meaningfully participate in Vocational Training.

137. For each inmate who meets the criteria listed above, the report shall specify the following:

(a) The Education course(s) he is currently enrolled in;

(b) His "E-score";

(c) Whether or not his minimum release date is less than two years from his date of entry into the NHSP;

(d) The specific Vocational Training Program he intends to participate in; and

(e) Whether said Program is NHSP or post-release Vocational Training.

The report shall also specify the total number of NHSP inmates who satisfy the Pre-Vocational Education criteria.

Vocational Training Evaluator

138. The parties shall make a good faith effort to agree upon a Vocational Training Evaluator, and shall inform the Court of the person chosen. If, by July 1, 1990, they cannot agree, each party shall submit to the Court the name and resume of the person they believe should be chosen, and the court shall decide between them.

139. All costs and fees associated with the performance of the Evaluator's duties as set forth in this Consent Decree shall be paid by the Defendants.

140. The Vocational Training Evaluator will examine each of Defendants' Vocational Reports and, by June 1 of each year, beginning with June 1, 1991, will conduct a follow-up on-site inspection of Defendants' Vocational Programs, to evaluate Defendants' compliance with the requirements set forth in this Consent Decree.

141. Specifically, the Vocational Training Evaluator shall verify Defendants' compliance or non-compliance with the following:

(a) The specific enrollment capacity numerical requirements, and respective implementation deadlines, for all of Defendants' Vocational Programs;

(b) The 50% capacity requirement;

(c) The specific qualitative requirements of the NHSP TIE Programs:

i. Supervisor/instructor completion of a Training course on how to be a TIE Vocational instructor;

ii. competency-based training and instruction;

iii. Use of Training Profiles;

iv. Teaching vocational skills that are being used in the New Hampshire economy.

142. During the Vocational Training Evaluator's annual inspections, the Evaluator shall be given the opportunity to speak with TIE Program supervisor/instructors and inmate/students to make the requisite qualitative assessments.

143. The Vocational Training Evaluator shall determine the marketability of skills being taught in the TIE Programs only. The Evaluator will make such a determination by examining:

(a) The NHSP TIE Report(s);

(b) The NHSP sample Training Profiles for each job in the TIE Program;

(c) New Hampshire employment skills marketability data gathered, analyzed and published by the State Occupational Information Coordinating Committee (SOICC) of New Hampshire;

(d) The TIE programs themselves, during the Evaluator's annual inspections.

144. By June 15 of each year, beginning June 15, 1991, the Vocational Training Evaluator shall write an annual Vocational Training Evaluator Report on Defendants' compliance and/or non-compliance with the provisions of the Vocational Training section of this Consent Decree. Copies of the annual Vocational Training Evaluator Report shall be provided to Plaintiffs' counsel, to Defendants' counsel and to Defendants.

#### V. LAW LIBRARY

145. SHU inmates requesting law library access shall be provided with access to the SHU Satellite Law Library, on an appointment basis and for a sufficient number of hours per week, to meet their legal needs.

146. The parties acknowledge that currently the SHU Law Library is open to SHU inmates eight hours per day and agree that such amount is currently adequate to meet the need.

147. Defendants agree to create a part-time position (20 hours per week) for a SHU inmate to serve as a library assistant. The SHU library assistant will perform such duties in the SHU library as are directed by the librarian.

The librarian will ensure that the SHU library assistant is knowledgeable in the area of legal research. The librarian and/or the inmate attorney will be available to respond to SHU inmates' requests for assistance with legal research and writing.

148. The SHU Law Library shall contain, at minimum, such digests, handbooks, and research aids as shall enable inmates to determine what cases to request from the Main Law Library. In addition, said library shall include, at minimum, the Statutes, Case Reporters and other materials set forth in Exhibit C, attached hereto.

149. The Defendants shall maintain a general law library to which all inmates (except quarantine and C-5 inmates) shall have reasonable access. Said library shall be managed by a full-time librarian and staffed by an inmate assistant(s) who will work under the direction of the librarian.

150. The parties acknowledge that, at this time, PPD's 2.7.20 (effective April 9, 1990), 2.7.22 (issued April 28, 1989), and 2.7.40 (issued February 10, 1989), pertaining to the Law Library and its operation, and the provisions set forth in this Consent Decree, are adequate to address the Plaintiffs' right to legal materials.

## VI. FOOD SERVICE

151. Every inmate is entitled to three wholesome and nutritious meals per day served with proper eating and

drinking utensils. Defendants will make their best efforts to ensure that food which is supposed to be served hot will be served hot and all food which is supposed to be served cold will be served cold. All inmates, regardless of their custody and disciplinary status, will be served the same quality of food in a quantity sufficient to meet their nutritional needs. Availability of special diets will not be dependent upon custodial or disciplinary status. Defendants shall implement a menu which will provide for a regular variety in dinner meals.

152. Defendants shall provide food service in full compliance with the requirements of New Hampshire Department of Corrections (DOC) P.P.D. #2.8.10 issued September 13, 1989.

153. All special diets (medical/religious/vegetarian), and inmate requests for special diets, shall be handled in full compliance with the requirements of New Hampshire DOC PPD.2.7.1 issued April 9, 1990.

154. Defendants shall provide pre-job assignment medical examinations to all NHSP staff and inmates whose assignments involve the preparation and/or handling of food, to determine their suitability for such work.

#### VII. MISCELLANEOUS

155. The parties agree that all of the P.P.D.s which have been incorporated by reference in this Consent Decree are binding on the Defendants in substance. In recognition

of the myriad of details contained therein, Defendants shall have the right to make modifications provided, however, that all such changes shall be provided to Plaintiffs' counsel prior to the implementation of such changes.

156. No inmate shall be subject to punishment, harassment, or any adverse treatment because of his involvement in this action.

157. 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 violation(s) of his legal rights.

158. Counsel for Plaintiffs shall distribute copies of this Consent Decree to representatives of the Plaintiff class. Defendants shall reimburse Plaintiffs' counsel for the cost of reproducing and mailing forty-five (45) copies of this Decree to such representatives.

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C.77-256-D  
C.87-301-D

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159. Defendants shall provide copies of this Consent Decree to all Unit Managers, including MSU and the halfway houses, and make them available, upon request, to inmates as well as employees of the NHSP.

*Ronald L. Powell*  
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Elliott Berry, Esquire

Ronald L. Powell  
Commissioner  
N.H. Dept. of Corrections  
P.O. Box 14  
Concord, NH 03301

*Daniel G. Mullen*  
\_\_\_\_\_  
Thomas G. Bunnell, Esquire

Daniel G. Mullen, Esquire  
Attorney General's Office  
State House Annex  
25 Capitol Street  
Concord, NH 03301

*Thomas G. Bunnell*  
\_\_\_\_\_  
Thomas G. Bunnell, Esquire

Thomas G. Bunnell, Esquire

*Michael Brown*  
\_\_\_\_\_  
Karen L. Rosenberg, Esquire

Michael Brown, Esquire  
N.H. Dept. of Corrections  
State Office Park South  
107 Pleasant Street  
Concord, NH 03301

*Karen L. Rosenberg*  
\_\_\_\_\_  
NEW HAMPSHIRE LEGAL ASSISTANCE

Karen L. Rosenberg, Esquire  
NEW HAMPSHIRE LEGAL ASSISTANCE  
795 Elm Street  
Manchester, NH 03101

May 16, 1990  
Date

May 15, 1990  
Date

SO ORDERED

May 22, 1990  
Date

*J. Peter*  
\_\_\_\_\_  
Judge, United States District Court

Judge, United States District Court

8/28/90 ate  
CC: Elliott Berry, Esq.  
Daniel J. Mullen, Esq.

RECEIVED

AUG 30 1990