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documents filed  
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w/ amendments

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8  
9 IN THE UNITED STATES DISTRICT COURT  
10 FOR THE DISTRICT OF NEVADA

|    |                                   |   |                             |
|----|-----------------------------------|---|-----------------------------|
| 11 | ALLEN LYN <u>TAYLOR</u> , et al., | ) | Case No. CV-R-79-162-ECR    |
| 12 | Plaintiffs,                       | ) |                             |
| 13 | v.                                | ) |                             |
| 14 | CHARLES L. WOLFF, JR., et al.,    | ) | STIPULATED                  |
| 15 | Defendants.                       | ) | <u>SETTLEMENT AGREEMENT</u> |

16  
17 The plaintiffs, having filed for themselves, and all  
18 those similarly situated, their complaint alleging violations of  
19 the First, Fifth, Eighth and Fourteenth Amendments to the United  
20 States Constitution, as well as State Pendent claims of a consti-  
21 tutional and statutory nature, and the defendants having denied  
22 such allegations, the parties herein waive hearing and the entry  
23 of findings of fact and conclusions of law, and agree to the sub-  
24 mission of this Stipulated Settlement Agreement to the Court for  
25 its review and approval without the admission by the defendants,

ATTORNEY  
GENERAL'S  
OFFICE  
CARSON CITY  
NEVADA

Taylor v. Wolff  
  
PC-NV-006-001

1 or any of them, of any state, federal, statutory or constitutional  
2 violations.

3 NOW, THEREFORE, IT IS HEREBY AGREED by and between the  
4 parties as follows:

5 1. This agreement is entered into as settlement of an  
6 existing dispute between the plaintiffs individually and for those  
7 similarly situated as defined below, and the defendants as to the  
8 appropriate policies, procedures and practices necessary to the  
9 provision of psychiatric treatment and care to inmates who are  
10 within the actual or constructive custody and control of the  
11 Nevada Department of Prisons in a manner which will satisfy state  
12 and federal, statutory and constitutional standards. This agree-  
13 ment additionally provides for specific, definable and good faith  
14 efforts to be made by the defendants to achieve certain goals for  
15 implementing and enforcing these standards, within specified  
16 period of time. This agreement satisfies and resolves the claims  
17 of the class of plaintiffs, as defined herein. The individual  
18 damage claims of the named plaintiffs are left for subsequent  
19 resolution by trial or otherwise.

20 2. The class of plaintiffs agree that they shall seek  
21 no further injunctive relief from the acts, practices or omissions  
22 alleged in the pleadings as defined in the pretrial order herein,  
23 save and except to enforce the provisions of this agreement.  
24 Correspondingly, the defendants waive any defense to the enforce-  
25 ment or implementation of this agreement, save and except whether

1 and to what extent they have met the terms and conditions provide  
2 for herein.

3 3. The plaintiffs, individually and for the class they  
4 represent as defined herein, acknowledge that this agreement is  
5 fully binding individually and on the class they represent. The  
6 defendants similarly acknowledge that this agreement is fully  
7 binding on each of them, each of their officers, agents, employ-  
8 ees, successors and assigns.

9 4. The plaintiffs brought this suit as a class action  
10 seeking to represent members of the class to obtain injunctive and  
11 declaratory relief, as well as the recovery of compensatory and  
12 punitive damages. For purposes of this agreement, the class shall  
13 be those persons which the Court has previously identified and  
14 certified as members of the class pursuant to its order dated  
15 March 17, 1982, consistent with Rule 23, F.R.C.P.

16 5. For the purpose of avoiding the continuation of  
17 difficult, expensive and protracted litigation, the parties have  
18 agreed to resolve and settle their differences in the manner set  
19 forth herein.

20 6. The defendants, therefore, agree as a matter of  
21 policy to refrain from any act or practice which has the purpose  
22 or effect of managing or causing the operation of the Department  
23 of Prisons, for the State of Nevada, in a manner inconsistent with  
24 the terms of this agreement. Further, defendants will institute a  
25 program of action to insure that the Nevada Department of Prisons

1 will operate in a manner consistent with the terms of this agree-  
2 ment and the Constitution and laws of the State of Nevada and of  
3 the United States. However, this agreement in no way constitutes  
4 an adjudication or finding of any present or past unlawful prac-  
5 tice by the defendants, it being fully understood that the defen-  
6 dants unequivocally deny that any such acts or practices exist or  
7 have ever occurred.

8           7. In the event any provision of this agreement causes  
9 a result unintended by the parties or an ambiguous interpretation,  
10 the abused party shall notify the other parties by mail of the  
11 unintended result or ambiguous interpretation. The parties shall  
12 have sixty (60) days following receipt of written notice to  
13 resolve the problem. If the parties are unable to reach agreement  
14 within sixty (60) days, the issue may be submitted to the Court  
15 for resolution.

16           8. In the event any provision of this agreement is  
17 held unlawful by a court of competent jurisdiction, all other  
18 provisions of this agreement shall remain in effect and only the  
19 rights and/or obligations established in the voided portions shall  
20 be extinguished.

21           9. This agreement shall continue for a period of  
22 eighteen (18) months from the date of approval by the Court.  
23 During the effective period of this agreement, the Court shall  
24 continue jurisdiction for the purpose of effectuating and enforc-  
25 ing the provisions herein. Jurisdiction shall terminate upon

1 filing an order of dismissal with prejudice by defendants, unless  
2 plaintiffs or defendants show good cause upon motion filed prior  
3 to termination, why the agreement should be modified or the  
4 Court's jurisdiction continued. The auditor, provided for below,  
5 shall have the authority, sua sponte, to extend the period of this  
6 agreement for an additional twelve (12) months to allow for  
7 compliance.

8 10. The parties agree that the duties of the indepen-  
9 dent auditor, as provided for in the stipulated settlement agree-  
10 ment on file with the Court in Shapley v. O'Callaghan,  
11 CV-R-77-0221-ECR, shall be broadened to include the provisions of  
12 this agreement. A copy of that portion of the Shapley agreement  
13 establishing the position of independent auditor and defining his/  
14 her duties and responsibilities, is found in the appendix to this  
15 agreement and incorporated herein. Given the technical nature of  
16 the subject matter of this settlement agreement, the independent  
17 auditor shall have the additional authority to employ at the  
18 expense of the defendants, the services of a mental health expert  
19 (including a psychiatrist) who shall be in State employment, or in  
20 the event a mental health expert is not available from the State  
21 of Nevada, said expert shall be employed from the Reno/Carson City  
22 area, if available, to assist in evaluating the compliance of the  
23 defendants with the terms of this settlement agreement. The  
24 auditor shall have the authority to employ the expert of his  
25 choice in accordance with the foregoing.

1           11. The only allegations of this agreement are expli-  
2           citly stated herein. Good faith efforts to comply with the  
3           provisions of this agreement are the standards of compliance for  
4           this agreement. Defendants agree that all regulations and pro-  
5           cedures provided for in the attached appendices will be promul-  
6           gated and approved within sixty (60) days of the date of approval  
7           of this settlement agreement by the court. All other provisions  
8           of this agreement are effective upon the date of approval of the  
9           settlement agreement by the court.

10           12. This agreement resolves all of the class issues as  
11           delineated in the pretrial order in this case. Consonant with the  
12           relief contemplated by this agreement, attached hereto are appen-  
13           dices which are incorporated herein as a part of the settlement  
14           agreement.

15           13. The plaintiffs' reasonably recoverable costs and  
16           reasonable attorneys' fees and other expenses pursuant to 42  
17           U.S.C. § 1988, in the amount of \$15,000.00, for the class declar-  
18           atory and injunctive relief portions of this dispute, shall be  
19           paid by the defendants to counsel for plaintiff upon submission of  
20           an itemized bill to defendants, and upon approval of this agree-  
21           ment by the Nevada Board of Prison Commissioners and by the Court.  
22           The plaintiffs' reasonably recoverable costs and reasonable  
23           attorneys' fees and other expenses pursuant to 42 U.S.C. § 1988,  
24           as they relate to the individual damage claims of plaintiffs shall  
25           be awarded in such amount as may be agreed to further by the

1 parties, or determined by the Court upon the outcome of of the  
2 trial, if any, of these individual claims. The parties agree that  
3 the payment of said \$15,000 must also be approved by the Nevada  
4 Board of Examiners (payment within 20 days after court approval).

5 REPORTING REQUIREMENTS AND RECORD KEEPING

6 The Department of Prisons shall maintain reports  
7 documenting the implementation of the settlement agreement.

8 1. The following records shall be maintained by  
9 defendants and furnished to the independent auditor and  
10 counsel for plaintiffs subject to the confidentiality  
11 requirements of mental health patients:

12 a. The number of inmates refusing psychotropic  
13 medication.

14 b. The number of inmates secluded or restrained  
15 for mental health reasons.

16 c. The number of reviews held by the independent  
17 review committee.

18 d. The number of cases in which an inmate  
19 refused medications which was subsequently approved or  
20 denied by the independent review committee.

21 e. Copies of opinions rendered by the  
22 independent review committee.

23 f. Names of all inmates receiving psychotropic  
24 medication, and names of all inmate involuntarily  
25

1 secluded and/or restrained for mental health reasons.

2 g. Roster of inmates transferred into the  
3 special programs unit of the Northern Nevada  
4 Correctional Center and the names of inmates  
5 transferred to Lake's Crossing or other non-prison  
6 psychiatric facility, with indication thereon as to  
7 which transfers were involuntary.

8 h. Copies of decisions rendered by the  
9 independent review committee on all proposed  
10 involuntary transfers, involuntary administration of  
11 medication and continued use of restraints.

12 2. The records shall be given quarterly to counsel  
13 for plaintiffs and to the auditor upon his request.

14 EFFECTIVE DATE OF THE SETTLEMENT AGREEMENT

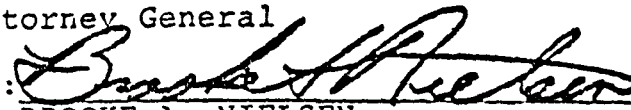
15 The effective date of this settlement agreement is the  
16 date on which it is approved by this Court.

17 DATED this 23<sup>d</sup> day of November, 1983.

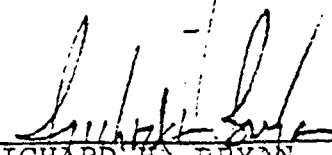
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19 CHARLES R. ZEH, ESQUIRE  
20 Washoe Legal Services  
Counsel for the Plaintiffs

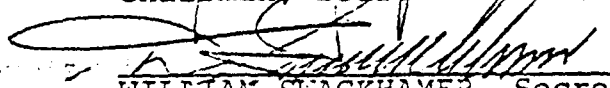
21   
22 VERNON G. HOUSEWRIGHT  
23 Director, Nevada Department  
24 of Prisons

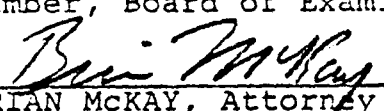
25 BRIAN MCKAY  
Attorney General

By:   
BROOKE A. NIELSEN  
Deputy Attorney General  
Criminal Division

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RICHARD H. BRYAN, Governor  
Chairman, Board of Examiners

  
WILLIAM SWACKHAMER, Secretary of  
State  
Member, Board of Examiners

  
BRIAN MCKAY, Attorney General  
Member, Board of Examiners

APPENDIX I

INVOLUNTARY TRANSFER OF INMATES TO SPECIAL PROGRAMS UNIT

The following minimum procedures will be adopted by duly enacted administrative regulations regarding the involuntary transfer for mental health reasons of inmates to the special programs unit at the Northern Nevada Correctional Center, Carson City, Nevada:

1. Written notice to the inmate that a transfer to the special programs unit of the Northern Nevada Correctional Center is being considered for mental health reasons.

2. A hearing before a duly constituted independent classification committee no sooner than 48 hours after the serving of the written notice upon the inmate. The staff member or members who initiate the request for a transfer to the special programs unit shall not be members of said committee.

3. At the hearing, the evidence relied upon for the proposed transfer shall be disclosed to the inmate. The inmate shall be given the opportunity at the hearing to be heard in person and to present documentary evidence. The inmate shall also have the opportunity at the hearing to present the testimony of witnesses and to confront and cross-examine witnesses called by the Department of Prisons, except upon a finding, not arbitrarily made, of good cause for not permitting any such presentation, confrontation or cross-examination.

4. The inmate will have the right to counsel

1 substitute upon request.

2 5. The decision of the committee and the reasons  
3 therefore, shall be documented in writing and maintained in the  
4 records of the inmate. A copy shall be provided to the inmate  
5 upon request.

6 6. The proposed involuntary transfer will only be  
7 accomplished upon a showing by a preponderance of the evidence  
8 that the inmate suffers from a mental disease, disorder or defect  
9 such that he presents an imminent threat to his own physical  
10 safety or the safety of others, or because of his mental disease,  
11 disorder or defect the mental or physical condition of the inmate  
12 is substantially deteriorating and this deterioration will  
13 continue if the proposed transfer is not made.

14 7. In addition, an involuntary transfer may be made  
15 by the committee upon a finding based upon the preponderance of  
16 the evidence that the inmate appears to be suffering from a  
17 mental disease, disorder defect such that an evaluation of said  
18 condition is desirable. Said evaluation at the special programs  
19 unit shall not exceed two (2) weeks, unless the inmate is  
20 subsequently classified in accordance with this procedure and  
21 after being informed in writing of the proposal that he remain in  
22 the special programs unit.

23 8. Emergency transfer to the special programs unit at  
24 the Northern Nevada Correctional Center is covered by Appendix  
25 II.

APPENDIX II

EMERGENCY TRANSFER TO SPECIAL PROGRAMS UNIT

The procedure provided in Appendix I regarding the transfer of inmates to the special programs unit at the Northern Nevada Correctional Center, Carson City, Nevada, for mental health reasons must be followed in all cases except in emergency transfers. An emergency justifying a transfer without complying with the procedures set forth in Appendix I is defined as a situation which requires immediate action to prevent an inmate from seriously harming self or others. Following an emergency transfer to the special programs unit, the inmate shall be given a classification hearing as provided in Appendix I within 5 working days of the transfer.

APPENDIX III

INVOLUNTARY TRANSFER OF INMATES  
TO NON-PRISON MENTAL HEALTH FACILITIES

The following minimum procedures must be observed before the involuntary transfer of an inmate to a non-prison mental health facility:

1. The Nevada Department of Prisons shall provide the minimum due process required by the United States Supreme Court in Vitek v. Jones, 445 U.S. 485, 100 S.Ct. 1254, 63 L.Ed.2d 552 (1980) regarding the involuntary transfer of an inmate to a non-prison mental health facility for treatment of a mental disease, disorder or defect.

2. Specifically, it is agreed that the Nevada Department of Prisons will provide by duly enacted administrative regulation for the following:

a. Written notice to the inmate that a transfer to a non-prison mental health facility is being considered;

b. A hearing no sooner than 48 hours after the written notice;

c. At the hearing, the evidence relied upon for the proposed transfer is disclosed to the inmate;

d. The inmate is given the opportunity at the hearing to be heard in person and to present documentary evidence;

1 e. The inmate is given the opportunity at the  
2 hearing to present the testimony of witnesses and to  
3 confront and cross-examine witnesses called by the  
4 Department of Prisons, except upon a finding, not  
5 arbitrarily made, of good cause for not permitting such  
6 presentation, confrontation or cross-examination;

7 f. The decision-maker is independent in that  
8 none of the persons making the decision to involuntarily  
9 transfer the inmate to a non-prison mental health facility,  
10 was involved in the initial request that such a transfer  
11 occur;

12 g. A written statement by the decision-maker  
13 specifying the evidence relied upon and stating with  
14 particularity the reasons for the involuntary transfer of  
15 the inmate to a non-prison mental health facility for  
16 treatment;

17 h. Qualified and independent counsel substitute  
18 will be made available to the inmate, preferably a mental  
19 health professional or psychologist who was not involved in  
20 the initial decision to request transfer to a non-prison  
21 mental health facility. Retained counsel will be permitted  
22 to appear;

23 i. The inmate shall be given specific notice of  
24 all of the foregoing rights.

25 3. Mental health facility is defined as all

1 non-prison mental hospitals or mental health care centers.

2 4. The independent decision-maker shall only approve  
3 an involuntary transfer to a non-prison mental health facility  
4 upon a finding by clear and convincing evidence that the inmate  
5 suffers from a mental disease, disorder or defect such that he  
6 presents an imminent threat to his own physical safety or the  
7 safety of others, or because of mental disease, disorder or  
8 defect, the patient is substantially deteriorating and said  
9 deterioration will continue.  
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APPENDIX IV

AMERICAN CORRECTIONAL ASSOCIATION  
STANDARDS FOR THE DELIVERY  
OF MENTAL HEALTH SERVICES

The defendants hereby agree to provide mental health care to all inmates within the custody and care of the Nevada Department of Prisons which at a minimum comply with the American Correctional Association standards for the delivery of medical/psychiatric care as agreed to in the stipulated settlement agreement on file with this court with Shapley v. O'Callaghan, CV-R-77-0221-ECR. The parties hereto agree that these ACA standards are contained in that document entitled "Standards for Adult Correctional Institutions," 2d ed., January 1981.

APPENDIX V

USE OF PSYCHOTROPIC MEDICATION

The Nevada Department of Prisons will adopt, by duly enacted administrative regulation, the following policy and procedure with regard to the use of psychotropic medication:

1. Psychotropic medication is defined as medication prescribed for the treatment of a particular mental illness, disease or defect. Use of psychotropic medications by any inmate will be closely monitored by a physician.

2. Orders for psychotropic medications will be valid for no more than thirty (30) days and must be rewritten by the physician at that time prior to renewal.

3. A psychotropic medication will be prescribed only in those clinical situations generally accepted in the medical/psychiatric community to be responsive to treatment with that particular medication, and the need for such medication should be clearly documented in the inmate's medical record. Unnecessary or excessive medication will not be administered.

4. Whenever the use of more than two (2) classes of psychotropic medication and/or medications with side effects are ordered, the reason for the use of multiple psychotropic medications shall be clearly and specifically documented in the medical record, and appropriate regular evaluation of side effects, if any, and of continued use shall be undertaken by the physician.

1           5.    The attending physician shall be responsible for  
2 the treatment and care of the inmate patient and inmate education  
3 concerning psychotropic medications, which includes but is not  
4 limited to the following:

- 5                   a.    Nature of inmate's mental condition;  
6                   b.    The reasons for taking such medication,  
7                   including the likelihood of improving or not improving  
8                   without such medication;  
9                   c.    The reasonable alternative treatments  
10                  available, if any;  
11                  d.    Dosage and length of time for treatment;  
12                  e.    The probable side effects, on a short-term  
13                  and long-term basis, which are likely to occur with the  
14                  particular inmate;  
15                  f.    Consent may be withdrawn by the inmate at any  
16 time by stating such intention to any member of the treating  
17 staff.

18           The inmate, after being informed of the above, shall be  
19 asked to sign a written consent form. If the inmate gives his  
20 consent, but refuses to sign, this fact shall be noted in the  
21 inmate's medical file.

22           Psychotropic medication shall only be given after the  
23 inmate has given his informed consent, except as provided below.

24           6.    Involuntary use of psychotropic medication shall  
25 only be accomplished as follows:

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a. When an inmate refuses a psychotropic medication or revokes his consent, the physician then must determine whether or not the medication should be prescribed on an involuntary basis.

b. If, after a discussion with the inmate, the inmate still refuses the medication, and the physician determines: (1) the medication is a necessary part of the inmate's treatment plan, (2) for an inmate on medication, withholding medication would result in substantial deterioration; or (3) for an inmate not on medication, the inmate is substantially deteriorating, the physician may ask for independent review of the decision to medicate or continue medication. (by the med. review panel)

c. No medication may be administered, pending review, except in an emergency. Also, when a physician determines that the inmate lacks the capacity to give informed consent in that the refusal is a product of the inmate's mental illness, the physician shall concurrently seek an independent review by the medical review panel. Involuntary medication will only be administered upon a determination by the panel that:

(1) The inmate lacks the capacity to give informed consent in that the refusal is a product of the inmate's mental illness;

(2) Medication is a necessary part of the

1 inmate's treatment plan; and

2 (3) i. For a patient on medication,  
3 withholding medication would result in substantial  
4 deterioration; or ii. For a patient not on medication  
5 the patient is substantially deteriorating, then  
6 medication may be administered as part of the patient's  
7 treatment plan.

8 This involuntary medication procedure does not apply in  
9 emergencies as provided below.

10 d. All cases of involuntary psychiatric treat-  
11 ment will be carefully and specifically documented in the  
12 inmate's medical record. The inmate will be issued a denial  
13 of rights form which specifies the medication to be  
14 involuntarily administered.

15 e. Involuntary psychiatric treatment shall be  
16 reviewed by the medical review panel every 90 days. The  
17 review shall consist of the following inquiry:

18 1. Whether the inmate is still refusing the  
19 medication or remains unable to give consent;

20 2. Whether medication is still a necessary  
21 part of the inmate's treatment plan.

22 The panel shall meet to review proposed involuntary  
23 medication as needed.

24 7. Psychotropic medication may also be administered  
25 without the inmate's consent on an emergency basis;

1 a. An emergency situation is one which requires  
2 immediate action to prevent an inmate from seriously harming  
3 self or others;

4 b. Prior to the use of involuntary psychotropic  
5 medication on an emergency basis, a physician must determine  
6 that as a result of mental disease, disorder or defect there  
7 is a danger to life or a danger to serious injury to the  
8 inmate or to others; and

9 c. The mental disease, disorder or defect can be  
10 helped or relieved by the specific medical evaluation and  
11 treatment, which is no more than is necessary to remove the  
12 threat specified in section (a) above.

13 d. The medication will not be continued beyond  
14 the emergency.

15 8. All involuntary medication administered on an  
16 emergency basis shall be reviewed as soon as possible by the  
17 independent medical review panel and no later than 10 days after  
18 the emergency treatment. The panel will determine whether the  
19 emergency medication was appropriate under the circumstances. If  
20 the medication is determined to have been inappropriate it shall  
21 be terminated. The panel shall also determine whether the  
22 medication can continue to be administered, in accordance with  
23 these procedures, unless it finds informed consent has been  
24 given.

25 9. In all instances where the term "physician" is

1 used, this term means: "Staff psychiatrist unless he is  
2 unavailable."  
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APPENDIX VI

USE OF RESTRAINTS

The defendants shall adopt by duly enacted administrative regulation, the following policy and procedure:

1. Inmates, who are receiving mental health care, may become violent, suicidal or display signs of imminent violence. Under such circumstances it may become necessary to prevent such an inmate from hurting self, other inmates, staff and/or to prevent the destruction of property by the use of proper restraints.

2. Excluding the top of the bed, such inmates will not be restrained to fixed objects such as cell doors or grill work except momentarily in an emergency situation.

3. Where an inmate who is receiving mental health care is violent, suicidal or poses an imminent threat to himself or the safety of others, i.e. an emergency situation exists, he or she may be restrained by NDOP staff. However, the use of such restraint shall be reviewed immediately by a physician/psychologist and no later than 4 hours after the initiation of the restraint. If the physician/psychologist determines that the conduct is the produce of mental disease, disorder or defect, and the emergency subsides, any further restraint shall be at the direction of the physician/psychologist, and said physician/psychologist orders are valid for 12 hours.

4. Whenever an inmate is placed in restraints, the

1 inmate shall be checked every 20 minutes to insure that proper  
2 circulation is maintained. This check may be accomplished by a  
3 mental health staff member or a correctional officer who has been  
4 properly instructed. All checks must be logged, with a  
5 description of the inmate's condition. This log shall be  
6 included in the inmate's medical file.

7 5. Inmates restrained as provided herein, will be  
8 permitted to take care of necessary personal hygiene during the  
9 day and night at regular intervals. Personal hygiene includes a  
10 daily shower by restrained inmates. The restraint used shall be  
11 the least intrusive possible under the circumstances.

12 6. Medical restraints may not be used as a form of  
13 punishment.

14 7. Each institution shall develop an institutional  
15 supplement outlining the procedures for the use of medical  
16 restraints applicable to that institution.

17 8. Each institution shall have available appropriate  
18 posey or similar soft restraints for use in accordance with this  
19 procedure, for medical reasons.  
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APPENDIX VII

SECLUSION OR ISOLATION FOR MENTAL HEALTH REASONS

Defendants agree to adopt by duly enacted administrative regulations the following policies and procedures with regard to the seclusion or isolation of inmates for mental health reasons:

1. Placement of an inmate in seclusion (ie: lock-down) for mental health reasons shall be approved by mental health staff. In an emergency as defined in Appendix VI, any member of the NDOP staff may order an inmate placed in seclusion or isolation from other inmates. However, such seclusion or isolation shall be reviewed by a physician/psychologist immediately and no later than eight (8) hours after the initial seclusion or isolation. If the physician/psychologist determines that the conduct is the product of mental disease, disorder or defect, and the emergency subsides, any further isolation or seclusion shall be at the direction of the physician/psychologist, and said physician/psychologist orders are valid for 24 hours.

2. Mental health seclusion or isolation may not be used as a form of punishment. Seclusion or isolation shall be terminated when the conditions justifying its use no longer exist.

3. Each institution shall develop an institutional supplement outlining the particular procedures for mental health

1 seclusion or isolation applicable to that institution, if mental  
2 health seclusion or isolation is utilized.

3 4. A suicide watch shall be placed on suicidal  
4 inmates.

5 All other inmates who are restrained or secluded in  
6 accordance with this procedure shall be checked every 30 minutes.  
7 All checks must be logged with a description of the inmate's  
8 condition. The log shall be included in the inmate's medical  
file.

APPENDIX VIII

STANDARDS FOR MENTAL HEALTH CARE

The defendants shall provide by duly enacted administrative regulation for the following policies and procedures regarding mental health care of inmates:

1. ~~The purpose of mental health care afforded to inmates is to allow the inmate to function as well as possible in either a regular prison environment or in the community, upon release from confinement.~~ <sup>①</sup> ~~Treatment should be minimally disruptive as possible and should comport with a primary concern for the individual inmate rights.~~ <sup>②</sup> This means that:

a. The inmate should be treated in his/her regular institution without transfer, if that is possible.

b. The consequences and options of mental health care shall be explained to the inmate.

c. In general, mental health care including medication and physically intrusive diagnostic procedures, are given only when the inmate consents.

d. Mental health care may not be recommended or given which is more debilitating than the mental illness, disorder or defect which is being treated.

e. In those cases where non-consensual treatment is required, it will be at the lowest possible level of medication dosage, use of restraints and/or length of treatment in order to accomplish the permissible level of

1 non-consensual care.

2 2. The inmate shall be informed of the nature of and  
3 all side effects and purpose of any intended treatment with  
4 medication.

5 3. The attending physician shall carefully document  
6 the evaluation, diagnosis and intended treatment of each inmate  
7 in the inmate's medical record.

8 4. The evaluation, diagnosis and treatment plan for  
9 each inmate shall be reviewed at least quarterly by the treating  
10 physician. *presumably a plan*

11 5. The NDOP will observe the confidentiality  
12 requirements of mental health patients.

13 6. In all instances where the term "physician" is  
14 used, this term means: "Staff psychiatrist unless he is  
15 unavailable."

APPENDIX IX

GUARDIANSHIPS AND COMMITMENT

The Nevada Department of Prisons agrees to institute guardianship or commitment proceedings in accordance with Nevada Revised Statutes in appropriate cases, through the Office of the Attorney General or the local district attorney. The director or the warden shall seek appointment as guardian in appropriate cases.

APPENDIX X

MEDICAL REVIEW PANEL

The medical review panel shall consist of the director or his designee, a non-prison board certified psychiatrist and a third person to be agreed upon by the director and the non-prison psychiatrist.

In conducting an independent review the panel shall:

1. Review the inmate's medical chart, and any other pertinent documents or materials; and
2. Give the inmate the opportunity to address the panel.

The panel psychiatrist may examine the inmate at his discretion.

The determination of the panel shall be in writing and placed in the inmate's medical file. A copy shall be provided to the inmate.



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Attorney for Defendants.

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA

|                                |   |                             |
|--------------------------------|---|-----------------------------|
| ALLEN LYN TAYLOR, et al.,      | ) | Case No. CV-R-79-162-ECR    |
|                                | ) |                             |
| Plaintiffs,                    | ) |                             |
|                                | ) |                             |
| v.                             | ) | AMENDMENTS TO               |
|                                | ) | STIPULATED                  |
| CHARLES L. WOLFF, JR., et al., | ) | <u>SETTLEMENT AGREEMENT</u> |
|                                | ) |                             |
| Defendants.                    | ) |                             |

The parties herein pursuant to the Order Approving  
Compromise of Class Action and Entry of Stipulated Settlement  
Agreement filed on April 10, 1984, stipulate and agree to the  
following amendments to the Stipulated Settlement Agreement:

I. Training of Staff of the Nevada Department of  
Prisons Regarding the Contents of the Stipulated Settlement  
Agreement.

Unless the written context would indicate otherwise,  
the term staff as used herein shall include correctional

1 officers, administration, management and all other employees of  
2 the institution, excluding clerical, janitorial and maintenance  
3 personnel. The training shall include the following:

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1. The provisions of the Stipulated Settlement Agreement and regulations enacted thereunder will be read aloud at the muster for all shifts, at all institutions of the NDOP, three (3) times, and the staff person responsible for reading in its entirety the Agreement to staff shall certify that he or she has done so in writing to the Director.

2. The Settlement Agreement and regulations enacted thereunder shall become a part of the In-Service Training (IST) program of the NDOP. Such training shall include all aspects of the Settlement Agreement and shall be made a part of the existing IST program regarding "Emotionally Disturbed Inmates".

3. The NDOP shall enact a regulation regarding recognition of mental illness in inmates and detailing the process for referral of such inmates to the appropriate staff member for evaluation, diagnosis and/or placement in the Special Programs Unit (SPU) or non-prison mental health care facility.

4. The correctional officers and counselor assigned to the Special Programs Unit shall receive additional training in the contents of the Stipulated Settlement Agreement and regulations enacted thereunder, as well as:

a. The recognition of mental illness including

1 an explanation of the various forms of mental illness which  
2 might be encountered within the prison setting.

3 b. The appropriate response to mental health  
4 related emergency situations, including situations, signs and  
5 symptoms of mental health emergencies.

6 5. The NDOP shall develop appropriate regulations  
7 to implement and enforce the terms of this modification of the  
8 Stipulated Settlement Agreement.

9 II. Transfer Out of the Special Programs Unit at the  
10 Northern Nevada Correctional Center, Carson City, Nevada.

11 The Nevada Department of Prisons shall provide by  
12 duly enacted regulation for the transfer of inmates out of the  
13 Special Programs Unit at the Northern Nevada Correctional  
14 Center, Carson City, Nevada, as follows:

15 a. An inmate housed in the Special Programs Unit of  
16 the Northern Nevada Correctional Center for the purpose of  
17 mental health care, shall be transferred out of said Special  
18 Programs Unit when the Interdisciplinary Treatment Team/Class-  
19 ification Committee conducting the periodic review of the  
20 inmate's classification determines that:

21 1. The inmate no longer presents an imminent  
22 threat to his own physical safety or the safety of others as a  
23 result of mental disease, disorder or defect; and

24 2. Transfer out of the Special Programs Unit  
will not cause substantial deterioration of the inmate's

condition or the inmate's condition has stabilized and transfer out of the Special Programs Unit will not result in substantial deterioration of the mental or physical condition of the inmate; or

3. The evaluation of the inmate's mental disease, disorder or defect has been completed and transfer out of the Special Programs Unit will not result in substantial deterioration of the inmate's mental or physical condition.

b. Thirty (30) days after transfer into the Special Programs Unit the said Classification Committee shall review the need to confine the inmate in the Special Programs Unit against the standards provided for hereinabove in Section II(a). Thereafter, there shall be a regular and periodic review not to exceed every ninety (90) days to determine whether the necessity for continued involuntary confinement in the Special Programs Unit exists according to the standards provided for hereinabove in Section II (a).

c. At the classification hearing, the evidence relied upon for the proposed continued involuntary confinement in the unit shall be disclosed to the inmate. The inmate shall be given the opportunity at the hearing to be heard in person and to present documentary evidence. The inmate shall also have the opportunity at the hearing to present the testimony of witnesses and to confront and cross-examine witnesses called by the Department of Prisons, except upon a finding, not

1 arbitrarily made, of good cause for not permitting any sub-  
2 presentation, confrontation or cross-examination. The recom-  
3 mendation of the psychologist/physician based upon the stan-  
4 dards set forth in Section II (a) shall be made to the said  
5 Classification Committee and shall be accepted by the commit-  
6 tee, unless by a preponderance of the evidence it is estab-  
7 lished that the recommendation of the psychologist/physician is  
8 incorrect. Under such circumstances a second opinion of  
9 another psychologist/physician shall be included in the evi-  
10 dence relied upon by the committee. The decision of the  
11 committee and the reasons therefore, shall be documented in  
12 writing and maintained in the records of the inmate. A copy  
13 shall be provided to the inmate upon request.

14 d. The Interdisciplinary Treatment Team/Classifica-  
15 tion Committee will be chaired by the Mental Health Program  
16 Coordinator or designee, and shall also include the SPU coun-  
17 selor and the NNCC Warden or designee.

18 64 III. Amendment of Appendix VI, Use of Restraints, of  
19 the Stipulated Settlement Agreement.

20 Appendix VI, Use of Restraints, of the Stipulated  
21 Settlement Agreement is hereby amended as follows:

22 "3. Where an inmate is violent, suicidal  
23 or poses an imminent threat to himself or  
24 the safety of others, i.e. an emergency  
situation exists, he or she may be re-  
strained by NDOP staff."

25 IV. Amendment of Appendix VII, Seclusion or

1        Isolation for Mental Health Reasons, of Stipulated Settlement  
2        Agreement.

3        Paragraph 4 of Appendix VII, Seclusion or Isolation  
4        for Mental Health Reasons, of the Stipulated Settlement Agree-  
5        ment is hereby amended as follows:

6        "4.a. Staff shall be trained as provided  
7        in Section I herein to recognize the signs  
8        of suicidal inmates and to take appropriate  
9        steps to prevent suicide from occurring.  
10       The mental health staff shall develop  
11       protocols for responses to suicides, and  
12       their prevention.

13       b. Inmates found to be displaying or  
14       exhibiting suicidal tendencies shall be  
15       placed upon suicide watch. The decision to  
16       place an inmate on suicide watch and the  
17       form of the suicide watch shall be the  
18       decision of the physician or psychologist.

19       c. Inmates may be placed in mental health  
20       isolation in the infirmary or Special  
21       Programs Unit (per current policy regu-  
22       lations, which are subject to this Stip-  
23       ulated Settlement Agreement).

24       d. For inmates placed upon suicide watch,  
25       they shall be kept under continual surveil-  
26       lance as described hereinafter. When  
27       appropriate, the inmate may be placed in a  
28       cell for this purpose, with another  
29       non-suicidal inmate. Alternatively, the  
30       suicidal inmate may be kept under surveil-  
31       lance by placement within the constant  
32       sight and hearing distance of a staff  
33       member. Any such staff member may be a  
34       mental health professional or a correction-  
35       al officer with special training in the  
36       mental health problems of suicidal inmates.

37       e. The inmate may be placed in his own  
38       cell but the most potentially lethal  
39       objects (medication, caustic liquids, razor  
40       blades, glass, etc.) shall be removed.

1 f. The inmate may remain in his cell but  
2 everything with which he could harm himself  
3 (sheets, electrical cords, clothing, etc.)  
4 may be removed.

5 g. An inmate may be placed in mental  
6 health isolation and restrained in accor-  
7 dance with policy regulations; which are  
8 subject to this Stipulated Settlement  
9 Agreement.

10 h. An inmate who is suicidal may be  
11 transferred on an emergency basis to the  
12 Special Programs Unit or to a non-prison  
13 mental health facility in accordance with  
14 the terms of the Stipulated Settlement  
15 Agreement."

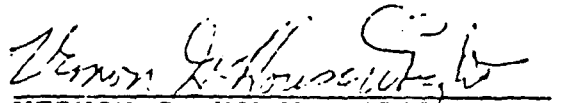
16 The undersigned hereby stipulate and agree that the  
17 foregoing amendments and supplements to the Stipulated Settle-  
18 ment Agreement herein may be approved by the court as part of  
19 the Stipulated Settlement of this class action.

20 The foregoing amendments to the Stipulated Settlement  
21 Agreement are subject to the approval of the Nevada Board of  
22 Prison Commissioners.

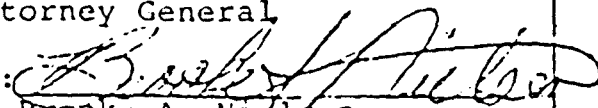
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Deputy Attorney General  
Criminal Division  
Counsel for Defendants

# Appendix C



STATE OF NEVADA  
DEPARTMENT OF PRISONS

ADMINISTRATIVE REGULATIONS

A.R. No. 646

Page 1 of 3

Attorney General  
Review Date:  
4/5/85

Effective Date:

Supersedes:

None.

CHAPTER:

MEDICAL AND HEALTH SERVICES

Subject:

Psychological Assessment

I. PURPOSE

To set forth guidelines for the psychological assessment of mental status, psychopathology, psychopathic deviation, personality, intelligence and predicted behavior.

II. AUTHORITY

NRS 213.1099 and Chapter 200.

III. POLICY

All psychological assessments will be conducted or closely supervised by a psychologist in accordance with the professional and ethical standards of the American Psychological Association.

IV. DEFINITIONS

None.

V. PROCEDURE

A. Responsibility

The institutional psychologist is responsible for all psychological assessment conducted within a given institution.

B. Initial Classification

All incoming offenders are evaluated by the psychologist at the receiving institution as part of the initial classification process. All inmates with mental illness, mental retardation, or other special needs will be identified and said information utilized in the classification of the new inmate.

C. Parole Board/Pardons Board Hearings

1. As outlined in NRS 213.1099, the Board of Parole Commissioners may grant parole to an inmate only if, "from all the information known to the Board it appears to the Board that there is a reasonable probability that such prisoner will live or remain at liberty without violating the laws; and that such release

SUBJECT: Psychological Assessment

is not incompatible with the welfare of society". Therefore, since psychological evaluations are essential tools in determining whether parole applicants meet the requirements as set forth above, it is required by the Nevada Board of Parole Commissioners prior to arriving at parole/pardon decisions, that an updated psychological evaluation be completed on all applicants for parole who have been convicted of and are incarcerated for crimes involving violence, acts of aggression or use of weapons against their victims.

2. As outlined in Chapter 200 of the Nevada Revised Statutes, any person who is convicted of Rape (if crime committed after June 30, 1977), Open or Gross Lewdness, Indecent or Obscene Exposure, Lewdness with a Child Under 14 years of age, Sexual Assault, or Infamous Crime Against Nature (if crime committed prior to July 1, 1977 - victim under the age of 14); or any person convicted of attempt of any of the above crimes, shall not be paroled unless:

A Board consisting of the administrator of the Mental Hygiene and Mental Retardation Division of the Department of Human Resources or his designee, the Warden of the Nevada Department of Prisons' institution, and a physician authorized to practice medicine in Nevada who is also a qualified psychiatrist, certifies that such person was under observation while confined to the state prison and is not a menace to the health, safety or morals of others.

D. Suicide Potential and Risk Appraisal

1. All new inmates will be evaluated by the institutional psychologist for suicide potential within three weeks of their reception.
2. All procedures prescribed in the regulations regarding isolation or restraint for high suicide risk inmates will be followed as required by the Taylor vs. Wolff Settlement Agreement.
3. All inmates reported by staff or other inmates to be talking about suicide or making apparent suicide preparations will be evaluated as soon as possible by the psychologist or contract psychiatrist.

E. Recognition of Mentally Ill Behavior

Inmates who are observed behaving in any of the following ways may be mentally ill and should be referred to the psychologist for evaluation: not responding to instructions in a normal manner, living in filthy conditions, hoarding unusual items such as cereal boxes or styrofoam meal trays, withdrawn or excessive sleeping, not making sense when they talk or write notes, continually talking louding to themselves, inability to comprehend other people, giving away or destroying all of their property, extreme suspicion or abrupt emotional changes. Inmates who behave in an extremely bizarre manner (such as dashing around naked and yelling threats at people) should be urine tested for phencyclidine use, in addition to notifying the institutional psychologist for an evaluation.

SUBJECT: Psychological Assessment

## F. Requested Evaluations

Inmates will be evaluated up to once per year (non-patients) upon a self request.

Inmates will be evaluated upon staff request. Staff may either directly telephone the institutional psychologist or send a memorandum describing observed symptoms of possible mental illness or retardation.

## G. Confidentiality

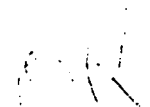
The confidentiality of test results will be maintained per ethical standards of the American Psychological Association and the American Association of Correctional Psychology.

VI. REFERENCES

Taylor vs Wolff Stipulated Settlement Agreement.

Code of Professional Ethics of the American Psychological Association.

Standards for Jail and Prison Mental Health Programs by the American Association of Correctional Psychology.

  
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GEORGE W. SUMNER, DIRECTOR  
NEVADA DEPARTMENT OF PRISONS

7-24-50  
\_\_\_\_\_  
ISSUE DATE

THIS PROCEDURE SUPERCEDES ALL PRIOR WRITTEN PROCEDURES ON THIS SPECIFIC SUBJECT.



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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|---------------------------|
|  <p>STATE OF NEVADA<br/>DEPARTMENT OF PRISONS</p> <p>ADMINISTRATIVE REGULATIONS</p> | A.R. No. 657                                | Page...1.....of....3..... |
|                                                                                                                                                                      | Attorney General<br>Review Date:<br>6/24/85 | Effective Date:           |
|                                                                                                                                                                      | Supersedes:                                 |                           |
| CHAPTER:                                                                                                                                                             | Subject:                                    |                           |
| MEDICAL AND MENTAL HEALTH SERVICES                                                                                                                                   | Transfer Out of Special Programs<br>Unit    |                           |

# I. PURPOSE

To establish guidelines for the periodic review of the necessity to continue confinement of inmates in the Special Programs Unit.

# II. AUTHORITY

Taylor vs. Wolff Stipulated Settlement Agreement.

# III. POLICY

Inmates in the Special Programs Unit will be periodically reviewed by an interdisciplinary treatment team. These inmates will not remain segregated from the general prison population except as provided below.

# IV. DEFINITIONS

None.

# V. PROCEDURE

## A. Responsibility:

The Mental Health Programs Coordinator is delegated by the Director the responsibility of administering these procedures.

The Special Programs Unit psychologist is responsible for managing the interdisciplinary treatment team and insuring that these procedures are followed.

## B. Classification Procedures:

1. An inmate housed in the Special Programs Unit of the Northern Nevada Correctional Center for the purpose of mental health care shall be transferred out of said Special Programs Unit when the Interdisciplinary Treatment Team/Classification Committee conducting the periodic review of the inmate's classification determines that:

- a. The inmate no longer presents an imminent threat to his own physical safety or the safety of others as a result of mental disease or defect; and

- b. Transfer out of the Special Programs Unit will not cause substantial deterioration of the inmate's condition or

SUBJECT: Transfer Out of Special Programs Unit

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the inmate's condition has stabilized and transfer out of the Special Programs Unit will not result in substantial deterioration of the mental or physical condition of the inmate; or

- c. The evaluation of the inmate's mental disease, disorder or defect has been completed and transfer out of the Special Programs Unit will not result in substantial deterioration of the inmate's mental or physical condition.
  2. Thirty (30) days after transfer into the Special Programs Unit the said classification committee shall review the need to confine the inmate in the Special Programs Unit against the standards provided for hereinabove in Section B1 above. Thereafter, there shall be a regular and periodic review not to exceed every ninety (90) days to determine whether the necessity for continued involuntary confinement in the Special Programs Unit exists according to the standards provided for hereinabove in B1.
  3. At the classification hearing, the evidence relied upon for the proposed continued involuntary confinement in the unit shall be disclosed to the inmate. The inmate shall be given the opportunity at the hearing to be heard in person and to present documentary evidence. The inmate shall also have the opportunity at the hearing to present the testimony of witnesses and to confront and cross-examine witnesses called by the Department of Prisons, except upon a finding, not arbitrarily made, of good cause for not permitting any such presentation, confrontation, or cross-examination. The recommendation of the psychologist/physician based upon the standards set forth in B1 above shall be made to the said classification committee and shall be accepted by the committee, unless by a preponderance of the evidence it is established that the recommendation of the psychologist/physician is incorrect. Under such circumstances a second opinion of another psychologist/physician shall be documented in writing and maintained in the records of the inmate. A copy shall be provided to the inmate upon request.
  4. The Interdisciplinary Treatment Team/Classification Committee will be chaired by the Mental Health Program Coordinator or designee, and shall also include the SPU counselor and the NNCC Warden or designee.
- C. Training
1. Correctional officers, counselors and all staff assigned to the Special Programs Unit will be given additional training by the Special Programs Unit manager in the following areas:
    - a. Requirements of the Taylor vs. Wolff Stipulated Settlement Agreement;
    - b. Recognition of mental illness, mental retardation, and suicidal ideation;



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|  <p style="text-align: center;">STATE OF NEVADA<br/>DEPARTMENT OF PRISONS</p> <p style="text-align: center;"><b>ADMINISTRATIVE REGULATIONS</b></p> | A.R. No. 644                                     | Page.....of..... |
|                                                                                                                                                                                                                                     | Attorney General<br>Review Date:<br>1/30/85      | Effective Date:  |
|                                                                                                                                                                                                                                     | Supersedes:                                      |                  |
| CHAPTER:<br><br>MEDICAL AND MENTAL HEALTH CARE SERVICES                                                                                                                                                                             | Subject:<br><br>Standards for Mental Health Care |                  |

**I. PURPOSE**

To establish general guidelines and standards for mental health programs and treatment of inmates.

**II. AUTHORITY**

Taylor vs. Wolff Stipulated Settlement Agreement.

**III. POLICY**

The purpose of mental health treatment provided to inmates is to allow the inmate to function as well as possible in either a regular prison environment, or in the community upon release from incarceration. Treatment should be as minimally disruptive as possible in accord with a primary concern for the individual inmate's rights.

**IV. DEFINITIONS**

None.

**V. PROCEDURE**

**A. Responsibility:**

The Mental Health Programs Coordinator is delegated by the Director the responsibility of administering these standards.

**B. Mental Health Care Standards:**

Mental health care shall be provided to all inmates within the custody and care of the Department of Prisons which at a minimum comply with the American Correctional Association standards for the delivery of psychological and psychiatric care as contained in "Standards for Adult Correctional Institutions", 2nd Edition, January 1981.

1. Except in emergency situations, there shall be a joint consultation between the warden and the institutional psychologist prior to taking any action regarding the identified mentally ill or retarded inmate in the following areas:

- a. Housing assignments;

SUBJECT: Standards for Mental Health Care

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- b. Program assignments;
- c. Disciplinary measures; and
- d. Transfers to other institutions.

When an emergency action has been required, this consultation must occur as soon as possible, but no later than the next work day so as to review the appropriateness of the action.

2. An adequate number of qualified mental health staff members must be available both to directly deal with inmates and to advise other correctional workers in their contacts with said inmates.
3. The provision of mental health services for inmates must include services provided by qualified mental health professionals who meet educational and licensure/certification or national membership criteria specified by their respective professional discipline.
4. Inmates will not be used to provide direct mental health care services nor will they handle or have access to patient health records. Inmate psychiatric attendants, when used, will provide only supportive services.
5. Comprehensive individual mental health evaluations on inmates specially referred to the "Special Programs Unit" will be provided by a multidisciplinary mental health team. The evaluation should be completed within fourteen (14) days after the date of referral, and include at least the following:
  - a. Review of mental health screening and appropriate data;
  - b. Collection and review of additional data from staff observations, individual diagnostic interviews, and tests assessing intellect and coping abilities;
  - c. Compilation of individual's mental health history;
  - d. Development of an overall treatment/management plan with appropriate referral.
6. Written policy and procedure, approved by the Mental Health Program Coordinator, will be provided for all activities carried out by mental health services personnel.
7. Inmates who are severely disturbed and/or mentally retarded will be referred for placement in either the Nevada Department of Prisons' Special Programs Unit or the Lakes Crossing Center for the Mentally Disordered Offender.
8. The inmate who is not severely disturbed and/or retarded should be treated in his/her regular institution without transfer, if that is possible.
9. The consequences and options of mental health care shall be explained to the inmate.

SUBJECT: Standards for Mental Health Care

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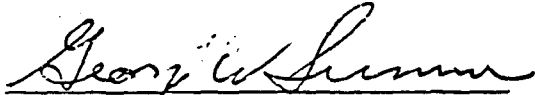
10. In general, mental health care including psychotherapy, counseling, medication, and physically intrusive diagnostic procedures, are given only when the inmate consents.
11. Mental health care may not be recommended or given which "is excessive in view of" the mental illness, disorder or defect which is being treated.
12. In those cases where non-consensual treatment is required, it will be at the lowest possible level of medication dosage, use of restraints and/or length of treatment in order to accomplish the permissible level of non-consensual care.
13. The inmate shall be informed of the nature of and all side effects and purpose of any intended treatment with medication.
14. The attending psychologist or physician shall document the evaluation, diagnosis and intended treatment of each inmate as outlined in AR 643.
15. The evaluation, diagnosis and treatment plan for each inmate shall be reviewed at least quarterly by the institutional psychologist.
16. TheNDOP will observe the confidentiality requirements of mental health care patients.

C. Guardianship and Commitment:

Guardianship and commitment proceedings will be instituted in accordance with the Nevada Revised Statutes in appropriate cases, through the office of the Attorney General or the local district attorney. The Director or Warden shall seek appointment as guardian in appropriate cases.

VI. REFERENCES

- A. Appendices IV, VIII, and IX of the Taylor vs. Wolff Stipulated Settlement Agreement.
- B. "Standards for Adult Correctional Institutions", 2nd Edition, January 1981, of the American Correctional Association.
- C. "Standards for Psychological Services in Adult Jails and Prisons" by the American Association of Correctional Psychology (of the American Correctional Association).

  
GEORGE W. SUMNER, DIRECTOR  
NEVADA DEPARTMENT OF PRISONS

5-31-85  
ISSUE DATE

THIS PROCEDURE SUPERCEDES ALL PRIOR WRITTEN PROCEDURES ON THIS SPECIFIC SUBJECT.



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|  <p style="text-align: center;">STATE OF NEVADA<br/>DEPARTMENT OF PRISONS</p> <p style="text-align: center;"><b>ADMINISTRATIVE REGULATIONS</b></p> | A.R. No. 645                                                  | Page <u>1</u> of <u>3</u>     |
|                                                                                                                                                                                                                                     | Attorney General<br>Review Date:<br>8/7/84                    | Effective Date:<br><br>8/8/84 |
|                                                                                                                                                                                                                                     | Supersedes:<br><br>None                                       |                               |
| CHAPTER:<br><br>MEDICAL AND HEALTH CARE SERVICES                                                                                                                                                                                    | Subject:<br><br>Use of Seclusion for Mental<br>Health Reasons |                               |

I. PURPOSE

To establish regulatory procedures governing the use of seclusion or isolation for mental health reasons.

II. AUTHORITY

Taylor vs. Wolff Stipulated Settlement Agreement.

III. POLICY

Techniques used for behavioral control or psychotherapeutic purposes will never be used as punishment for inmates who have mental health problems. The use of involuntary seclusion shall be consistent with national mental health care standards and shall be terminated when the conditions justifying its use no longer exist.

IV. DEFINITIONS

- A. "Mental Health Reasons" -- Action taken not for security reasons but for suicidal or bizarre behavior or action required by mental health professionals.
- B. "Mental Health Professional" -- Institutional psychologist, contract psychiatrist, or other contracted professional personnel. This may include a DOP contracted physician, who is not a psychiatrist, when the psychiatrist is unavailable.
- C. "Isolation or Seclusion" -- Single housing within a DOP institution other than the inmate's normally assigned housing area. Such seclusion housing includes the infirmary, a close lockup unit, or a special cell within the psychological unit.

V. PROCEDURE

A. Responsibility:

The Mental Health Program Coordinator is delegated by the Director the responsibility of administering these procedures.

SUBJECT: Use of Seclusion for Mental Health Reasons

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B. Institutional Procedures:

1. Placement of an inmate in seclusion (i.e., lockdown or infirmary isolation) for mental health reasons shall be approved by the mental health staff. In an emergency, a shift commander may order an inmate placed in seclusion or isolation from other inmates. However, such seclusion or isolation shall be reviewed by a psychologist or psychiatrist immediately and no later than eight (8) hours after the initial seclusion or isolation. If the psychologist/psychiatrist determines that the conduct is the product of mental disease, disorder or defect, and the emergency subsides, any further isolation or seclusion shall be at the direction of the psychologist/psychiatrist, and said orders are valid for twenty-four (24) hours.
2. Mental health seclusion or isolation may not be used as a form of punishment. Seclusion or isolation shall be terminated when the conditions justifying its use no longer exist. The policy governing the use of restraints for mental health purposes shall be followed at all times.
3. Inmates who are isolated or secluded for mental health reasons shall be checked every thirty minutes by mental health or nursing staff. During the first shift, when no mental health or nursing staff is available, checks may be performed by trained correctional officers.
4. The mental health staff shall develop protocols for response to suicides and their prevention.
5. Inmates found to be displaying or exhibiting suicidal tendencies shall be placed upon suicide watch. The decision to place an inmate on suicide watch and the form of the suicide watch shall be the decision of the psychologist or the physician.
6. Inmates may be placed in mental health isolation in the infirmary or Special Programs Unit.
7. For inmates placed upon suicide watch, they shall be kept under continual surveillance as described hereinafter. When appropriate, the inmate may be placed in a cell for this purpose, with another non-suicidal inmate. Alternatively, the suicidal inmate may be kept under surveillance by placement within the constant sight and hearing distance of a staff member. Any such staff member may be a mental health professional or a correctional officer with special training in mental health problems of suicidal inmates.
8. The inmate may be placed in his own cell but the most potentially lethal objects (medication, caustic liquids, razor blades, glass, etc) shall be removed.

SUBJECT: Use of Seclusion for Mental Health Reasons

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9. The inmate may remain in his cell but everything with which he could harm himself (sheets, electrical cords, clothing, etc) may be removed.
  10. An inmate may be placed in mental health isolation and restrained in accordance with policy regulations.
  11. An inmate who is suicidal may be transferred on an emergency basis to the Special Programs Unit or to a non-prison mental health facility in accordance with the terms of the Stipulated Settlement Agreement.

VI. REFERENCES

- A. Appendix VII of the Taylor vs. Wolff Stipulated Settlement Agreement.
- B. First Progress Report on Compliance with Stipulated Settlement Agreement, dated July 25, 1984.
- C. Amendments to Taylor vs. Wolff Stipulated Settlement Agreement.

Vernon G. Housewright  
VERNON G. HOUSEWRIGHT, DIRECTOR  
NEVADA DEPARTMENT OF PRISONS

8/7/84  
ISSUE DATE

THIS PROCEDURE SUPERCEDES ALL PRIOR WRITTEN PROCEDURES ON THIS SPECIFIC SUBJECT.



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|  <p style="text-align: center;">STATE OF NEVADA<br/>DEPARTMENT OF PRISONS</p> <p style="text-align: center;"><b>ADMINISTRATIVE REGULATIONS</b></p> | A.R. No. 655                                                                                            | Page <u>1</u> of <u>3</u> |
|                                                                                                                                                                                                                                     | Attorney General<br>Review Date:<br>6/16/85                                                             | Effective Date:           |
|                                                                                                                                                                                                                                     | Supersedes:<br><br>None                                                                                 |                           |
| CHAPTER:<br><br>MEDICAL AND HEALTH SERVICES                                                                                                                                                                                         | Subject:<br>Restraint of Inmates to Fixed<br>Objects and Use of Restraints<br>for Mental Health Reasons |                           |

# I. PURPOSE

To establish regulatory procedures governing the use of restraints for restraining any inmate to a fixed object or for restraint for mental health reasons.

# II. AUTHORITY

Taylor vs. Wolff Stipulated Settlement Agreement.

# III. POLICY

No inmate shall be restrained to a fixed object except as provided herein. Restraint devices for behavioral control will never be used for punishment purposes. The use of restraints will be consistent with national mental health care standards and shall be terminated when the conditions justifying its use no longer exist.

# IV. DEFINITIONS

- A. Mental Health Reasons -- Action taken not for security reasons but for suicidal, violent, or potentially violent behavior by inmates receiving mental health care.
- B. Restraints -- Leather, nylon, or cloth devices used to control the inmate's ability to move.
- C. Fixed Objects -- Bed, cell grid or door, window bar, or any other object to which an inmate might be attached with a restraint.

# V. PROCEDURE

## A. Responsibility:

The Mental Health Programs Coordinator is delegated by the Director the responsibility of administering these procedures.

## B. Institutional Procedures:

- 1. Where an inmate is violent, suicidal, or poses an imminent threat to himself or the safety of others, i.e., an emergency situation exists, he/she may be restrained by NDOP staff. However, the use of such restraint shall be reviewed immediately by a psychologist

SUBJECT: Restraint of Inmates to Fixed Objects and  
Use of Restraints for Mental Health Reasons

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or physician and no later than four hours after the initiation of the restraint. During non-working hours, one of the following must be contacted at his home (in this order): institutional psychologist, contract psychiatrist, contract physician, or mental health programs coordinator.

2. Except momentarily, in emergency situations, NO inmate in the Nevada Department of Prisons shall be restrained to fixed objects unless the provisions of this regulation are complied with. Such restraint is only at the direction of the psychologist or physician. Inmates who are restrained pursuant to this regulation may be restrained only to the top of a bed or placed in a strait jacket.
3. Inmates who are receiving mental health care may become violent, suicidal, or display signs of imminent violence. Under such circumstances, it may become necessary to prevent such an inmate from hurting self, other inmates, staff and/or prevent the destruction of property by the use of proper restraints.
4. Whenever an inmate is placed in restraints, the inmate shall be checked every twenty minutes to ensure that proper circulation is maintained. This check may be accomplished by a mental health or nursing staff member or a correctional officer who has been properly instructed. All checks must be logged, with a description of the inmate's condition. This log shall be included in the inmate's medical file.
5. Inmates restrained as provided herein will be permitted to take care of necessary personal hygiene during the day and night at regular intervals. Personal hygiene includes a daily shower by restrained inmates. The restraint used shall be the least intrusive possible under the circumstances.
6. All inmates to be restrained for suicidal behavior or other mental health problem behavior shall be moved to the appropriate special area at each institution for such restraining.
7. If the psychologist or physician determines that the conduct is the product of mental disease, disorder or defect, and the emergency subsides, any further restraint shall be at the direction of the psychologist or physician, and said orders are valid for twelve hours. Restraints shall not be applied for longer than seventy-two (72) hours (unless specific suicidal or violent behavior is again evidenced at the end of said seventy-two hour period).
8. Soft restrains will be utilized for restraining an inmate to a fixed object. Chains will never be used (except momentarily in an emergency situation).
9. A written report will be forwarded to the Warden by 8:00am on the daily following the initiation of restraint of any

SUBJECT: Restraint of Inmates to Fixed Objects and  
Use of Restraints for Mental Health Reasons

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inmate to a fixed object. The report will include information on whether it was the shift commander or the psychologist/physician who authorized said restraint. If the restraint was originally authorized by the shift commander, the following information will also be included in the report: (a) the number of hours before the psychologist/physician was contacted, and (b) the outcome of the decision by the psychologist/physician.

10. Copies of the reports described in number 9 above will be sent at least quarterly by the Warden's Office to the Mental Health Programs Coordinator for inclusion in his quarterly reports on compliance with the Agreement.

VI. REFERENCES

- A. Appendix VI of the Taylor vs. Wolff Stipulated Settlement Agreement.
- B. First Progress Report on Compliance with Stipulated Settlement Agreement, July 25, 1984:

  
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GEORGE W. SUMNER, DIRECTOR  
NEVADA DEPARTMENT OF PRISONS

7-24-85  
\_\_\_\_\_  
ISSUE DATE

THIS PROCEDURE SUPERCEDES ALL PRIOR WRITTEN PROCEDURES ON THIS SPECIFIC SUBJECT.