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 Attorney General of New Jersey
 Attorney for Defendants
 Jack Terhune, Mary Ellen Bolton,
 Howard L. Beyer, Eugene F. O'Neill,
 Thomas Farrell and Dr. Richard Cevalco
 R.J. Hughes Justice Complex
 25 Market Street
 P.O. Box 112
 Trenton, New Jersey 08625

D.M. v. Terhune



PC-NJ-001-006

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UNITED STATES DISTRICT COURT
 FOR THE DISTRICT OF NEW JERSEY.
 VICINAGE OF TRENTON

C.F., D.M., L.K., A.O. and J.W.,)	HONORABLE ANNE E. THOMPSON
individually and on behalf of)	
all others similarly situated)	
Plaintiffs,)	Civil Action No. 96-1840 (AET)
v.)	ADDENDUM TO THE
JACK TERHUNE, et al.)	SETTLEMENT AGREEMENT
Defendants.)	

WHEREAS, Plaintiff Class Members C.F., D.M., L.K., A.O. and J.W., individually and on behalf of all others similarly situated, filed a class action suit pursuant to 42 U.S.C. §1983 on April 11, 1996 against Defendants Commissioner of the New Jersey Department of Corrections Jack Terhune, Chief of Staff Mary Ellen Bolton, Assistant Commissioner Howard L. Beyer, Chief Disciplinary Hearing Officer Eugene F. O'Neill, Health Services Unit Supervisor Thomas Farrell and Director of Psychological Services Dr. Richard Cevalco, in their official capacity, seeking wide-ranging injunctive relief

on behalf of a class of mentally ill inmates; and an Amended Complaint was filed on July 16, 1997; and

WHEREAS, on May 13, 1999, the plaintiff class and the DOC defendants entered into a comprehensive settlement agreement resolving all aspects of the litigation; and a fairness hearing was held before the Honorable John J. Hughes, U.S.M.J., on July 6, 1999; and the Court approved the settlement agreement by Order dated July 30, 1999; and

WHEREAS, Section IX(1) of the Settlement Agreement provides that

The terms and conditions reflected in this Settlement Agreement shall not be amended, changed or altered orally. Such terms and conditions may be amended, changed or altered only by written agreement between the parties through their respective counsel.; and

WHEREAS, the parties have negotiated this Addendum to the Settlement Agreement as a result of the Plaintiffs' concerns about the length of time it is taking Defendants to achieve substantial compliance in all categories;

Through this Addendum, the parties now desire to amend certain terms of the Settlement Agreement, in writing, in the following manner:

1. The parties' monitor, Dr. Raymond Patterson, shall expand his monitoring role under Section IV of the Settlement Agreement, to include a consulting role. In his consulting role, Dr. Patterson shall provide input to the parties to assist the DOC defendants in achieving substantial compliance with all terms of the Settlement Agreement. This shall be accomplished by inter

alia, having meetings with Plaintiffs' counsel, defendants and the medical/mental health services provider to discuss the Settlement Agreement criteria and mechanisms for meeting those criteria, and discussion with internal quality improvement evaluators from the DOC and the medical/mental health services provider to demonstrate substantial compliance with criteria over time.

2. The DOC Defendants shall develop an Action Plan which Dr. Patterson shall review and critique as part of his consulting role. The action plan shall: (a) have measurable goals; (b) analyze the obstacles to achieving those goals; (c) set forth dates certain for overcoming those obstacles; and (d) set forth a methodology for producing data for measuring Defendants' progress in achieving the Action Plan. The parties agree that the Action Plan will be implemented in stages in accordance with the priorities suggested by Dr. Patterson and that the dates set forth in the Plan shall reflect these stages.

3. The process of monitoring of the DOC facilities shall be amended as follows:

(A) An additional 3 monitors ("Assistant Monitors") shall be hired, at the expense of the DOC, to assist Dr. Patterson in monitoring the DOC facilities. The Assistant Monitors shall be recommended by Dr. Patterson and approved by Plaintiffs' counsel and the DOC defendants. In the event that any Assistant Monitor is unable to continue the monitoring function, a new Assistant Monitor will be recommended by Dr. Patterson and approved by counsel for the plaintiffs and the DOC.

(B) Unless otherwise jointly agreed to by the parties, the monitors will go to the same facilities on each visit. The decision as to which monitors will be assigned to which facilities will be made by Dr. Patterson, with input from Plaintiffs' counsel and the DOC defendants.

(C) In accordance with the terms and priorities of the Action Plan, each facility shall be inspected for every applicable criteria in every applicable category during each inspection, beginning with the next inspection in August 2001. As a facility reaches 12 months of continuous substantial compliance in a particular category, the monitor will cease to inspect that facility regarding that category as long as the facility submits documentation to show it remains in substantial compliance. Dr. Patterson shall determine the types of documentation necessary to demonstrate substantial compliance. In the event of a compelling hardship on the Defendants, upon consultation with Dr. Patterson, the parties may, prior to the compliance period, negotiate those criteria for which substantial compliance is demonstrated through visits rather than the production of documentation.

(D) A facility shall be deemed to be non-compliant if it fails to produce the required documentation, or the documentation that a facility produces indicates that it has become non-compliant in a category in which it was previously substantially compliant unless Defendants cure this non-compliance pursuant to the provisions of Section IV (J) of the Settlement Agreement. If the non-compliance is not cured, the facility must start over its

efforts to achieve 12 months of continuous substantial compliance in that particular category. Once all facilities to which a category applies have reached 12 months of continuous substantial compliance in a particular category, the category will automatically sunset and no additional reporting or inspecting will be required regarding that category.

(E) Henceforth, each DOC facility shall be inspected during each inspection, unless that facility has achieved substantial compliance or provides services solely in categories that have sunset. It is anticipated that the need to inspect all facilities for all categories will decrease over time. As the need for such inspections in every category at each facility decreases, Dr. Patterson will likewise limit the number of Assistant Monitors he requires accordingly. Once an Assistant Monitor's assigned facilities reach 12 months of continuous substantial compliance, it will no longer be necessary for this Assistant Monitor to return to New Jersey.

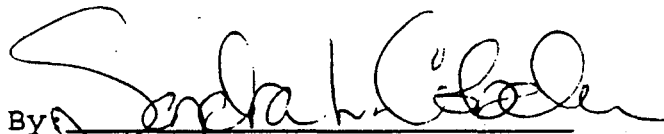
4. The monitor's written report shall be prepared by Dr. Patterson with input from the Assistant Monitors. The report shall be organized according to the categories set forth in Section IV(G) (1) of the Settlement Agreement and shall contain a report as to the compliance level of each facility within each criteria in each category. The report shall contain the information set forth in Section IV(G) (2) of the Settlement Agreement as to each facility within each criteria in each category.


5. Section IV(F) of the Settlement is amended to permit any party to write to Dr. Patterson as long as all other parties and the medical and mental health provider(s) are copied. This same section is further amended to permit regular conference calls among Dr. Patterson, the parties, and others as agreed upon by the parties.

6. Section IV (Q) (6) (q) (iii) which states "the facts set forth in the Quality Assurance reports cannot form the basis of the monitor's opinion" shall be deleted.

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DATED: 6/10/01

DATED: 6/7/01

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DATED: 6/5/01