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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

VALERIE NABORS,

Plaintiff,

v.

NEVADA DEPARTMENT OF
CORRECTIONS (NDOC); JAMES GREG
COX, (in his official capacity) as Director of
the Nevada Department of Corrections; E.K.
McDANIEL (in his official capacity), as the
Deputy Director of Operations at NDOC;
DEBORAH REED (in her official capacity),
as the Deputy Director of Support Services
at NDOC; PAMELA DELPORTO (in her
official capacity), as Inspector General for
NDOC; R. BANNISTER (in his official
capacity), as Medical Director for NDOC;
CHUCK SCHARDIN (in his official
capacity), as Medical Administrator NDOC;
CAROLYN MYLES Warden of Florence
McClure Women's Correctional Center
(FMWCC); SERGEANT DANIEL TRACEY
of FMWCC; OFFICER HARRIS of FWMCC;
NURSE JANE DOE 1; JOHN DOE 1, as
Shift Supervisor at FWMCC; and JOHN
DOE 2, as Transportation
Lieutenant/Sergeant of FWMCC; JOHN
DOES 3-20,

Defendants.

Case No. 2:12-cv-01044-LRH-VCF

SETTLEMENT AGREEMENT

I. INTRODUCTION

This Settlement Agreement (hereinafter the "Agreement") is made and entered into as of the date this Agreement is signed, by, among, or on behalf of the following parties (hereinafter "the Parties"):

A. The Plaintiff. Valerie Nabors ("the Plaintiff"), as represented by the American Civil Liberties Union ("ACLU") of Nevada; and,

B. The Defendants. The Nevada Department of Corrections ("NDOC"), James "Greg" Cox, Director of the NDOC; E.K. McDaniel, Deputy Director of Operations for

1 the NDOC; Deborah Reed, Deputy Director of Support Services for the NDOC; Pamela
2 Del Porto, Inspector General for the NDOC; Dr. Robert Bannister, Medical Director for
3 the NDOC; Chuck Schardin, Medical Administrator for the NDOC; Carolyn Myles,
4 Warden of Florence McClure Women's Correctional Center ("FMWCC"); Sergeant
5 Daniel Tracey and Officer Harris of FMWCC (collectively hereinafter "the Defendants"
6 or the "State of Nevada").

7 **C. Disputes/Litigation.** This Agreement addresses and resolves certain disputes,
8 as further described in this document.

9 1. On or about June 20, 2012, the Plaintiff filed federal lawsuit number 2:12-
10 cv-01044-LRH-VCF against the Defendants (hereinafter "the Nabors Litigation").
11 The Complaint in the Nabors Litigation generally alleges that Plaintiff was placed
12 in ankle shackles after she went into child labor in violation of the Eighth and
13 Fourteenth Amendments to the United States Constitution, Nevada Constitution
14 Article I, § 6, cl. 3, and NRS 209.376. The Complaint further alleges that after
15 child birth, the Plaintiff was denied a medically prescribed breast pump also in
16 violation of the Eighth and Fourteenth Amendments to the United States
17 Constitution, Nevada Constitution Article I, § 6, cl. 3, and NRS 209.376.

18 2. The Defendants generally deny liability with respect to the disputes raised
19 in the Complaint.

20 **D. Settlement.**

21 1. Without making any admission of liability, the Defendants and the Plaintiff
22 have reached a settlement of their disputes and all claims of the Nabors
23 Litigation, as memorialized herein.

24 2. This Agreement is submitted and entered into as a settlement of all
25 claims for declaratory and injunctive relief regarding the claims as forth in the
26 Complaint in the Nabors Litigation.

27 3. This Agreement is not to be construed as an admission of liability, a
28 consent decree, or as adjudication on the merits of this litigation.

1 4. The Parties sole remedy to enforce or interpret this Agreement, or to
2 otherwise resolve any disputes that may arise from this Agreement, shall lie in
3 an action for breach of contract commenced in a Nevada state court applying
4 Nevada law, seeking specific performance, costs and attorney fees, and
5 expressly not money damages.

6 **II. SCOPE OF AGREEMENT**

7 This Agreement resolves all disputes arising between the Defendants and the Plaintiff in the
8 Nabors Litigation.

9 **A.** The Defendants and the Plaintiff stipulate that nothing in this Agreement shall
10 constitute an admission or evidence of culpability, wrong-doing, error, omission, or
11 liability for any purpose whatsoever, including but not limited to suits in equity or suits
12 for damages. This Agreement may not be used as evidence of culpability, wrong-
13 doing, error, omission, or liability in any proceeding, legal or otherwise, including
14 proceedings before any court, committee, board, commission, or any administrative
15 tribunal, including, but not limited to licensing boards or boards setting insurance rates
16 for insureds. This Agreement, however, can be used in any action for breach, as set
17 forth in Paragraph I (C)(4) above.

18 **B.** Aside from any rights created and defined by this Agreement, the Defendants
19 and the Plaintiff stipulate and intend that nothing in this Agreement shall create any
20 other rights, privileges, or benefits, including any liberty or property interests arising
21 under federal or Nevada law and the United States Constitution and the Nevada
22 Constitution, to any prisoner incarcerated in the NDOC system, now or in the future.

23 **III. CONSIDERATION, RELEASE AND DISCHARGE**

24 The following legal consideration, release, and discharge of claims is exchanged by and
25 among the Defendants and the Plaintiff, in support of an in execution of the Agreement, to
26 finally settle all claims, disputes, and controversies, arising from and relating to the disputes,
27 Complaint, and the Nabors Litigation, including all equitable-relief/non-monetary damages,
28 administrative matters, causes of actions, and controversies arising from the same, whether or

1 not known to the Plaintiff at the time of the filing of the Complaint, and including any claims
2 that could have been asserted, but were not.

3 **A.** The Plaintiff gives the following consideration, release, and discharge to the
4 Defendants/State of Nevada in exchange for the consideration tendered by the
5 Defendants/State of Nevada to the Plaintiff:

6 1. *Dismissal with Prejudice of Nabors Litigation.* The Plaintiff will stipulate to
7 the dismissal, with prejudice of the Nabors Litigation in its entirety against the
8 NDOC, the State of Nevada, all named Defendants, either known or unknown,
9 within fifteen (15) days of receipt of monetary payment.

10 2. *Release and Forbearance of Claims.* The Plaintiff, her agents, heirs,
11 successors, and assigns, releases and forever discharges the Defendants, its
12 agents, employees, successors, and assigns, from any and all claims or suits
13 arising out of or based upon the factual allegations asserted in this case.

14 **B.** The Defendants give the following consideration, release and discharge to the
15 Plaintiff in exchange for the consideration tendered by the Plaintiff:

16 1. *Monetary payment/Attorneys' fees and costs.* Once this Agreement is
17 signed by all Parties, the Defendants will place this matter on the agenda at the
18 next available meeting by the Nevada Board of Examiners ("BOE") for review.
19 Pending approval by the BOE, the Defendants will tender to the ACLU of
20 Nevada on behalf of the Plaintiff total monetary consideration in the amount of
21 one-hundred and thirty-thousand dollars (\$130,000.00), which includes eighty
22 thousand dollars (\$80,000.00) payable to the Plaintiff and fifty thousand dollars
23 (\$50,000) payable to the ACLU of Nevada for all attorneys' fees and costs. This
24 payment will constitute the complete and total payment of monetary payments
25 and attorney fees and costs necessary to resolve this litigation. Tender of
26 monetary payment will occur after approval of the Administrative Regulations
27 ("AR") set forth in Paragraph III (B)(2) below. This Agreement will not become
28 effective absent BOE approval for this payment.

1 2. *Equitable relief.* Once this Agreement is signed by all Parties, the
2 Defendants will place Administrative Regulation ("AR") 455 ("Use of Handcuffs
3 and Restraints on Pregnant Inmates") and AR 467 ("Breast Pumping Program")
4 attached to this Agreement as Exhibits A and B, respectively, on the next
5 agenda at the next available meeting of the Nevada Board of Prison
6 Commissioners ("BPC") for consideration and review. Nothing in this Agreement
7 shall be construed to limit the authority or discretion of the BOP to review,
8 amend, or alter AR 455 and AR 467 in accordance with the Constitution of the
9 State of Nevada and all applicable provisions of State law, including providing
10 notice of any action and an opportunity for public comment. This Agreement will
11 not become effective absent BCP approval of the proposed regulations.

12 **IV. OTHER TERMS AND PROVISIONS**

13 **A. Warranty of capacity to execute this Agreement.** The signatories to this
14 Agreement represent and warrant that no other person or entity has or had any interest
15 in the claims, demands, obligations or causes of action referred to in this Agreement,
16 that they have the sole right and exclusive authority to execute this Agreement, and
17 that they have not assigned, transferred or otherwise disposed of any of the claims or
18 obligations referred to in this Agreement. The Parties further represent that the
19 persons signing this Agreement are fully authorized to do so on behalf of each party,
20 respectively.

21 **B. Binding effect upon successors in interest.** This Agreement shall be binding
22 upon and inure to the benefit of the parties, their respective successors, and assigns.

23 **C. Representation of comprehension of document.** In entering into this
24 Agreement, the parties acknowledge and represent that they have relied upon the legal
25 advice of their attorneys, and that the terms of this Agreement have been completely
26 read and explained to them by their attorneys, and that those terms are fully
27 understood and voluntarily accepted by them.

28 *///*

1 **D. Good faith settlement.** This Agreement is entered into in good faith, in
2 accordance with Federal Rule of Civil Procedure 23, and the Parties will use their best
3 efforts and good faith to jointly petition the United States District Court, District of
4 Nevada for the voluntary dismissal with prejudice of the Nabors Litigation.

5 **E. Construction, interpretation, and enforcement of this Agreement.** This
6 Agreement shall be construed, interpreted, and enforced in accordance with the laws,
7 rules of procedure, and/or common law of the State of Nevada.

8 **F. Additional documents.** Each party agrees to cooperate fully and execute any
9 and all supplementary documents and to take all additional actions which may be
10 necessary or appropriate to give full force and effect to the basic terms and intent of
11 this Agreement.

12 **G. Effectiveness.** This Agreement shall become effective when signed by the
13 legal representatives of the parties and after the dismissal of the Nabors Litigation.

14 **H. Completeness of document.** This Agreement contains the entire
15 understanding between the parties with respect to the matters set forth herein, and
16 there are no representations, warranties, agreements, or arrangements, oral or written,
17 between or among the Parties relating the subject matter of this Agreement which are
18 not fully expressed herein.

19 **I. Counterparts and facsimile copies.** This Agreement may be executed in
20 counterparts. The Parties agree that photocopies of this Agreement, as well as
21 facsimile signatures, shall be presumed to be authentic, valid, and binding, subject to
22 challenges and proof to the contrary.

23 **J. Severability.** The Parties agree that in the event any portion of this Agreement
24 is declared by a court of competent jurisdiction to be invalid or unenforceable for any
25 reason whatsoever, then those offending portions shall be severed from this
26 Agreement, as if they were never incorporated in this Agreement. The Parties further
27 agree that if any offending portions are severed from this Agreement, the remainder of
28 the Agreement shall survive and remain fully intact, valid and enforceable.

1 **V. SIGNATORIES**

2 Dated this _____ day of January, 2014.

3 By:

4 
5 VALERIE NABORS
6 The Plaintiff

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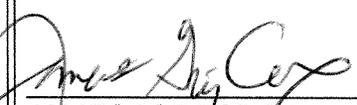
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11 Dated this 14 day of January, 2014.

12 By:

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14 JAMES "GREG" COX
15 Director of NDOC
16 On behalf of the Defendants

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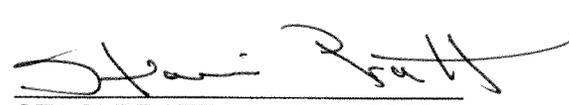
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Dated this _____ day of January, 2014.

By:


STACI PRATT, Bar No. 12630
Legal Director
ALLEN LICHTENSTEIN, Bar No. 3992
General Counsel
ACLU of Nevada
601 South Rancho Dr. Suite B-11
Las Vegas, NV 89106

Attorneys for the Plaintiff

Dated this 14th day of January, 2014.

Approved as to form and content by:


JOSEPH C. REYNOLDS, Bar No. 8630
Chief Deputy Attorney General
ALICIA L. LERUD, Bar No. 10123
Senior Deputy Attorney General
Office of the Nevada Attorney General
Bureau of Litigation
Public Safety Division
100 N. Carson Street
Carson City, Nevada 89701

Attorneys for the Defendants

EXHIBIT A

**NEVADA DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE REGULATION**

455

USE OF HANDCUFFS AND RESTRAINTS ON PREGNANT INMATES

Supersedes: NEW

Effective Date:

AUTHORITY

NRS 209.131; NRS 209.376

RESPONSIBILITY

1. The respective Warden/Division Head is responsible for the overall operation of this regulation. Direct supervision of this regulation is the responsibility of the Shift Supervisor (Institution/facilities) or the Transportation Lieutenant/Sergeant (Central Transportation).
2. The Warden at each institution will:
 - A. Develop an Operational Procedure (OP) which specifies the use of restraints on a female offender who is pregnant, in labor, or is in postpartum recovery.
 - B. Ensure that the Operational Procedure lists under what conditions each restraint can and can not be applied on a female offender who is pregnant, in labor, or is in postpartum recovery.
 - C. Ensure that the Operational Procedure identifies the authorization needed to use a particular restraint on a female offender who is pregnant, in labor, or is in postpartum recovery.
 - D. Ensure that Institutional Staff are trained in the prohibited use of restraints on a female offender who is pregnant, in labor, or is in postpartum recovery.
 - E. Ensure that Institutional Staff report and document all incidents of restraint use when applied to a female offender who is pregnant, in labor, or is in postpartum recovery.
3. All Custody personnel are responsible to use restraints only when authorized to do so; and only when they have been trained on the restraint procedures used for female offenders who are pregnant, in labor, or during postpartum recovery.

455.01 RESTRAINT DETERMINATION

1. Once NDOC Medical staff determines that a female inmate is pregnant, the pregnant inmate will only be placed in handcuff restraints from that point forward. The handcuffs will be to the front side of the inmate (leg irons will not be used) for the duration of her pregnancy unless compelling reasons exist, as supported by credible evidence, that the inmate presents:

- A. A serious and immediate threat of harm to herself, staff, or others; or
- B. A substantial flight risk and cannot be reasonably confined by other means.

Unless exigent circumstances are present requiring immediate restraint, restraints other than handcuffs will not be used without prior approval from the warden or warden's designee.

2. The Shift Supervisor, in consultation with the Warden or designee, will determine the least restrictive restraints necessary. While transporting/escorting the inmate in restraints the escorting officer will ensure they maintain constant contact with the inmate by firmly grasping either the inmates left or right arm near the elbow to maintain stability and control. Restraints shall be immediately removed once the inmate has been escorted to the desired location within the facility.

3. The warden shall provide notice of the rights enumerated in NRS 209.376 to all pregnant inmates at the time the institution becomes aware of the pregnancy and the inmate is delivered a prenatal informational packet. This same notice must also be posted in the institution's infirmary.

455.02 INMATES IN LABOR AND POSTPARTUM RECOVERY

1. Once NDOC Medical staff determines that a female inmate maybe in labor, pursuant to NRS 209.376, the female inmate will not be placed within any type of restraint unless compelling reasons exist, as supported by credible evidence that the inmate poses:

- A. A serious and immediate threat of harm to herself, staff, or others; or
- B. A substantial flight risk and cannot be reasonably confined by other means.

Unless exigent circumstances are present requiring immediate restraint, no restraints will be applied while an inmate is in labor without prior approval from the warden or warden's designee. The shift supervisor, in consultation with the warden or designee, will determine the least restrictive restraints necessary.

2. While the inmate is delivering the child or recuperating from the delivery, pursuant to NRS 209.376, the inmate will not be placed within any type of restraint unless compelling reasons exist, as supported by credible evidence, that the inmate presents:

- A. A serious and immediate threat of harm to herself, staff, or others; or
- B. A substantial flight risk and cannot be reasonably confined by other means.

Unless exigent circumstances are present requiring immediate restraint, no restraints will be applied while an inmate is delivering the child or recuperating from delivery without prior approval from the warden or warden's designee. The shift supervisor, in consultation with the warden or designee, will determine the least restrictive restraints necessary.

3. During the recovery time after the birth the inmate will be allowed to walk around inside the room unrestrained under direct supervision of the assigned NDOC custody officer.

455.03 DISCHARGE FROM HOSPITAL

1. Upon discharge from the hospital, if medical staff determines that an inmate is still recuperating from delivery, the inmate will not be placed in any type of restraint unless, pursuant to NRS 209.376, compelling reasons exist, as supported by credible evidence, that the inmate presents:

- A. A serious and immediate threat of harm to herself, staff, or others; or
- B. A substantial flight risk and cannot be reasonably confined by other means.

Unless exigent circumstances are present requiring immediate restraint, no restraints will be applied if the inmate is still recuperating from delivery without prior approval from the warden or warden's designee. The shift supervisor, in consultation with the warden or designee, will determine the least restrictive restraints necessary.

455.04 REPORTING PROCEDURES

1. In the event a prison official uses or authorizes the use of restraints on an inmate during labor, delivery, or recuperation, the supervising official must submit an incident statement explaining:

- A. The type of restraints used;
- B. When the restraints were used;
- C. Who authorized the use of restraints; and
- D. What compelling reason, in accordance with NRS 209.376, mandated the use of restraints and why the restraint utilized was selected.

2. An incident statement submitted pursuant to this section will be forwarded to the Inspector General's Office. Every incident reported pursuant to this subsection shall be investigated by the Inspector General's Office, and include the gathering of all written reports, materials, and evidence relating to the incident. It shall also include witness interviews. After conducting its investigation,

the Inspector General's Office shall prepare a written report that includes an evaluation of the policies, procedures, and training involved in the incident, and forward a copy of it to the Director for review.

3. Unless an emergency situation exists that requires immediate restraint removal, if a doctor, nurse, or other health professional treating the pregnant inmate requests removal of restraints, the corrections officer shall immediately communicate the request to remove restraints to the warden or warden's designee prior to restraint removal.

455.04 TRAINING AND NOTIFICATION REQUIREMENTS

1. The warden shall ensure all new and existing prison officials, including medical and nonmedical staff, correctional personnel, and others who are involved in the transportation or supervision of pregnant inmates receive training on the prohibited use of restraints on inmates during labor, delivery, and recuperation in accordance with NRS 209.376.

A. Florence McClure Womens Correctional Center (FMWCC) basic training and general restraint training must include specialized training on NRS 209.376.

B. Signed copies of all trainings shall be kept in the training files for FMWCC and Central Transportation staff, and prison officials must be able to provide these records upon request.

C. Unless an emergency situation exists that would prevent otherwise, no prison official shall supervise an inmate during labor, delivery, or recuperation unless that individual has received training on NRS 209.376 and signed the relevant acknowledgement form.

2. The warden shall be notified when an inmate is pregnant or in postpartum recovery. Once the warden has received notification that an inmate is pregnant or in postpartum recovery, relevant institutional staff will be informed that the policies and procedures that apply to pregnant inmates apply to the inmate.

3. Any prison official who fails to comply with NRS 209.376 and the relevant policies shall face investigation and review pursuant to NRS Chapter 289.

4. The Department and its Director shall have an affirmative duty to investigate and ensure compliance with the policies pertaining to pregnant inmates.

APPLICABILITY

1. This AR requires an Operational Procedure for each institution and facility.

2. This regulation requires an audit.

REFERENCES

ACA Standard, 4th Edition, 4-4405

, Director

Date

EXHIBIT B

**NEVADA DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE REGULATION**

657

BREAST PUMPING PROGRAM

Supersedes: NEW

Effective Date:

AUTHORITY: NRS 209.131

RESPONSIBILITY

The Director of Nursing (DON) at Florence McClure Women's Correctional Center (FMWCC) will be responsible for the oversight of the administration of this procedure. Licensed nursing personnel in the Medical Division are responsible for ensuring this procedure is followed.

657.01 PURPOSE OF PROGRAM

1. The breast pumping program is established to allow inmates who have recently delivered babies to provide nutrition for their children despite being incarcerated, and to provide services for inmates who are in the process of discontinuing lactation.
2. Pregnant inmates shall be informed about the benefits of breastfeeding, and educated about the effects on breastfeeding by active tuberculosis, HIV infection, illicit drug use and certain medications.
3. Participation in the program is voluntary, subject to approval by the Medical Division. Participation is subject to the following conditions:
 - A. The inmate must have given birth within the previous 30 days.
 - B. Prior to admittance to the program, a physician shall review the inmate's medication(s) for the purpose of providing the inmate with information on legitimate risks to an infant associated with the provision of breast milk while on particular medications, including the nature, level, and likelihood of such risks, and strategies on how the inmate may limit these risks, including but not limited to reducing dosage, eliminating the medication, or using an alternative medication. Admittance to the program may be denied only if, in the professional medical opinion of the physician, it will not be possible to provide milk that is safe for an infant's consumption while still maintaining the health of the mother. Where admittance is

denied, the physician must record the nature of the problematic medication, specified medical risks, and any proposed alternative accommodations.

C. The inmate must arrange for someone to pick up breast milk at the institution at least weekly. The person picking up milk must provide personal identification upon arrival, and must sign for the milk when picking it up.

D. Participation in the program is limited to 12 months after delivery.

4. Once approved, an inmate will receive training on how to use and clean the breast pump and be provided with adequate nutrition, including vitamins and/or nutritional supplements as ordered by the facility physician or medical provider.

657.02 BREAST PUMPING

1. Inmates will pump breast milk in a designated infirmary cell using equipment provided by the Department of Corrections. Privacy will be provided. Two inmates may use the cell simultaneously.

2. If authorized by the warden, inmates in this program may keep manual breast pumps in their cells to pump milk during the night without the need for repeated trips to the infirmary. If an inmate pumps in her cell overnight, she must have the appropriate accessories and tubing, collection bags and an insulated cooler with ice to store the milk overnight. Milk pumped in the inmate's cell must be delivered to the Medical Division no later than 0700 the following morning. Manual pumps may be used between the hours of 1800 and 0600 hours. After 0600 and until 1800, inmates must come to the infirmary and use the electric pumps.

3. Inmates are not allowed to take electric pumps to their cells. Electric pumps may only be used in the infirmary area.

4. Pumping will be scheduled for inmates approximately every three hours, depending upon institutional operations and restrictions. Times will be scheduled in advance by the Medical Division, with the intent of maintaining the mother's milk supply. Unscheduled appearances will not be accommodated. If an inmate refuses an appointment time, it will be counted toward the number of missed appointments. Extra pumping times will not be provided for those that are missed.

5. Scheduled pumping times may be delayed due to counts, institutional lockdowns, disruption of utilities (water, electricity, etc.), medical emergencies and other events that disrupt Medical Division or facility operations. Reasonable efforts will be made to accommodate program participants within a reasonable amount of time after the disruption ends. The warden may authorize the in-cell use of manual breast pumps in the case of a prolonged institutional disruption.

657.03 GENERAL REGULATIONS

1. The inmate must arrive at the Medical Division within ten minutes of her scheduled pumping time. If the inmate arrives later than this, her pumping time is subject to cancellation by medical personnel.
2. Three missed appointments are grounds for removal from the program, so long as the appointments were not missed due to an institutional disturbance such as those described in section 660.2.5.
3. An inmate who intentionally misuses or damages equipment, or who violates facility rules while in the infirmary area for the purpose of pumping milk is subject to removal from the program. The inmate will be directly responsible for the cost of repair or replacement of any equipment that she damages or destroys.
4. An inmate who engages in violent or assaultive behavior that causes her to be housed in disciplinary or administrative segregation may be dropped from the program.
5. An inmate in protective custody (PC) will be housed in the infirmary until either her PC status or her program participation ends.
6. Upon completion of the program or withdrawal from it, a schedule of tapered pumping to abate breast engorgement will be offered to the inmate. The schedule will be determined by the facility physician.
7. Manual pumps will not be purchased or provided by the Nevada Department of Corrections (NDOC). Inmates may use the manual pumps that they were given at the hospital prior to discharge in situations when such use is authorized.

657.04 USE OF ELECTRIC PUMPS

1. A specific infirmary cell will be designated by medical personnel to be used for breast pumping. The windows of this cell will be covered while it is in use to ensure privacy.
2. Inmates must use breast pumps provided or authorized by the NDOC.
3. Inmates will be instructed in the proper care and use of breast pumping equipment, breast feeding and proper nutrition by nursing staff.
4. Each inmate will be provided with her own supplies for the purpose of breast pumping. These supplies will be stored in the Medical Division when not in use.
5. The maximum allowed time for pumping is 30 minutes.

6. Inmates are responsible for the cleaning and maintenance of supplies following pumping.
7. A nurse will collect the breast milk from the inmate, and apply a pre-printed label to each bottle. The label will contain the inmate's name and DOC number. The nurse will write the date and time of collection on the label and place bottles in the designated freezer for storage until pickup.
8. A log will be maintained for each inmate participating in the program to document her pumping times and any missed appointments.

657.05 STORAGE OF BREAST MILK

1. Pumped breast milk must be stored in a sealed container in a freezer. The ideal storage temperature is -4 degrees Fahrenheit. Every effort should be made to maintain this temperature. A daily temperature log will be maintained for this freezer.
2. Each inmate will have a separate bin in the freezer for the storage of her breast milk.

657.06 PICKUP OF BREAST MILK

1. Breast milk must be picked up at the institution each week on days and times determined by the Warden, but no fewer than two days per week. At the discretion of the institution and with warden approval, an alternative pick-up time may be made available if need is presented.
2. Pick-up will occur at the gatehouse. No visitors will be allowed inside the institution for the purpose of milk pickup.
3. The inmate may designate up to three persons who are authorized to pick up her breast milk. Each person authorized to pick-up milk will be provided with written instructions regarding the transportation and storage of breast milk. If an inmate's child is in the care of the State, milk will be released to the person who possesses documented proof of guardianship of the child (i.e., foster parent).
4. Medical staff will carry the collected breast milk containers to the gatehouse in an insulated container and give them directly to the person picking-up the milk. The NDOC will not provide a container for transportation to the person picking-up milk.
5. The person picking-up milk must bring an insulated container.
6. Three consecutive weeks of missed pick-ups are grounds for removal from the program. The inmate will be notified if a pick-up is missed, and given the opportunity to designate another pick-up agent.
7. The NDOC will not arrange or pay for the pick-up, delivery or shipping of breast milk.

657.07 DISCONTINUING BREAST FEEDING

1. When an inmate chooses to discontinue breastfeeding or is no longer permitted to participate in the program, she will continue to have access to a breast pump to relieve engorgement and prevent discomfort, including a hand pump as authorized by the Warden to relieve overnight engorgement.
2. The inmate will have access to the breast pump for this purpose as long as it is determined to be medically necessary by her doctor.

APPLICABILITY

1. This regulation applies only to Florence McClure Women's Correctional Center (FMWCC).
2. This regulation requires an audit.

Medical Director

Date

Director

Date