



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**July 26, 2016**

**Ordinance 18322**

**Proposed No. 2016-0256.1**

**Sponsors Gossett**

1           AN ORDINANCE authorizing the execution of an  
2           interagency agreement between King County and the  
3           Washington state Department of Corrections for jail  
4           services.

5           BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

6           SECTION 1. A. King County and the Washington state Department of  
7           Corrections have participated in interagency agreements for many years. The current  
8           interagency agreement expired on December 31, 2015.

9           B. King County and the Washington state Department of Corrections have now  
10          negotiated a new interagency agreement for jail service for 2016 through 2018.

11          SECTION 2. The executive is hereby authorized to execute an interagency

12 agreement for jail services with the Washington state Department of Corrections, in  
13 substantially the form of Attachment A to this ordinance.  
14

Ordinance 18322 was introduced on 5/31/2016 and passed by the Metropolitan King County Council on 7/25/2016, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,  
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles  
and Ms. Balducci  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

J. Joseph McDermott, Chair

ATTEST:

Anne Noris, Clerk of the Council

RECEIVED  
2016 AUG -4 PM 3:58  
CLERK  
KING COUNTY COUNCIL

APPROVED this 4 day of AUGUST, 2016.

Dow Constantine, County Executive

**Attachments:** A. 2016-2018 Interagency Agreement Between King County and Washington State Department of Corrections

**Attachment  
A- 18322**

2016-2018 Interagency Agreement between King County and  
Washington State Department of Corrections

# 2016-2018 INTERAGENCY AGREEMENT BETWEEN KING COUNTY AND WASHINGTON STATE DEPARTMENT OF CORRECTIONS

## PURPOSE

This Agreement is entered into by King County (County) and the Department of Corrections (Department) for the purpose of maximizing the efficient and cost effective use of existing resources and to provide adequate facilities and programs for the confinement, care, and treatment of Department Offenders in accord with the provisions of RCW 72.68.040. The Department and the County specifically find this Agreement is necessary and desirable in order to provide adequate housing and care to the Department Offenders transferred to the County.

In consideration of the promises, payments, covenants and agreements contained in this Agreement, the parties agree as follows:

## Article I DEFINITIONS

**Section 1.1** Base Rate - The cost per Offender Day for routine medical care, routine pharmaceuticals, housing and board of a Department Offender.

**Section 1.2** County – King County and its employees, contractors, vendors, and volunteers.

**Section 1.3** Department or DOC – Washington State Department of Corrections.

**Section 1.4** Department Offender - means a person booked into or housed in a Facility because the person has been arrested, caused to be arrested, or detained by the Department and that person has been sanctioned by the Department, or is awaiting an administrative hearing process held by the Department, or has been sanctioned by an administrative hearing process held by the Department. However, a person who is also being held on a separate County felony charge and who would otherwise be the financial responsibility of the County is not considered a Department Offender.

**Section 1.5** DOC Utilization Management Office - The Department's medical contact that receives, reviews, and approves County extraordinary medical expense requests to provide necessary medical care to Department Offenders. During normal business hours the Nurse Desk is available at ([NurseDesk@DOC1.wa.gov](mailto:NurseDesk@DOC1.wa.gov) or 360-725-8733). After hours the Medical Duty Officer is available at 360-725-8728.

**Section 1.6** Extraordinary Medical Care - Medically necessary care and pharmaceuticals that are not commonly available through the Facility Health Services and incur additional cost.

**Section 1.7** Extraordinary Medical Expense - Medical expenses beyond the medical expense included in the Base or Premium Rates.

**Section 1.8** Facility – County operated correctional Facilities for the housing of adult Offenders.

**Section 1.9** In-Facility care – Medical/Mental Health/Pharmaceutical care provided to Department Offenders as a part of the Base or Premium Rates.

**Section 1.10** Inmate - Any resident of the Facility that is not a Department Offender.

**Section 1.11** Licensed Practitioner - Any licensed health care practitioner performing services within the person's authorized scope of practice following RCW Title 18.

**Section 1.12** Medicaid - Title XIX of the Social Security Act enacted by the social security amendments of 1965 (42 U.S.C. Sec. 1396; 79 Stat. 343), as amended.

**Section 1.13** Medically Necessary Care - Medical care that meets one or more of the following criteria for a given patient at a given time:

- Section 1.13.1** Is essential to life or preservation of limb, OR
- Section 1.13.2** Reduces intractable pain, OR
- Section 1.13.3** Prevents significant deterioration of activities of daily living (ADLs), OR
- Section 1.13.4** Is of proven value to significantly reduce the risk of one of the three outcomes above (e.g. certain immunizations), OR
- Section 1.13.5** Immediate intervention is not medically necessary, but delay of care would make future care or intervention for intractable pain or preservation of ADLs significantly more dangerous, complicated, or significantly less likely to succeed, OR
- Section 1.13.6** Reduces severe psychiatric symptoms to a degree that permits engagement in programming that advances correctional interests, OR
- Section 1.13.7** Is described as part of a Departmental policy or health care protocol or guideline and delivered according to such policy, protocol, or guideline, OR
- Section 1.13.8** From a public health perspective, is necessary for the health and safety of a community of individuals and is medically appropriate, but may not be medically necessary for the individual (for example, treatment for head lice).
- Section 1.13.9** Not considered experimental or to be lacking in medically recognized professional documentation of efficacy; and
- Section 1.13.10** Not administered solely for the convenience of the Offender or the health care provider.

**Section 1.14** Premium Rates – The charge for medical or mental health care, including all pharmaceuticals provided in the Facility's infirmary or mental health units, with the exception of pharmaceuticals provided as part of Extraordinary Medical Care and the charge for one on one offsite hospital watch of a Department Offender at a hospital or other off-site medical facility. Such rates are detailed in Exhibit 1.

**Section 1.15** Offender Day – An Offender Day is any day a Department Offender is in the custody of the County including the first day the Offender is delivered to the County. An Offender Day ends at midnight of the day immediately preceding the day of the Offender's release or return to the custody of the Department. An Offender Day shall not include any day

that is by state law the financial responsibility of the County or any other jurisdiction.

**Section 1.16** Offender Health Plan - The Department's Offender Health Plan (OHP) describes the medically necessary medical care, mental health, and dental care services available to Department Offenders, as well as the services that are limited or not available. The OHP is not a contract or a guarantee of services to Department Offenders. The OHP can be reviewed at <http://doc.wa.gov/family/Offenderlife/docs/OffenderHealthPlan.pdf>.

**Section 1.16.1** The Department under the OHP and consistent with RCW 70.48.130(2), does not consider experimental or elective procedures to be medically necessary. The Department will not reimburse the County for elective or experimental medical procedures. The Department shall not be responsible for the payment of or for medical care required as a result of any tort committed by the County, or its employees, or by its agents, contractors, vendors, or volunteers in the course of their providing services to Department Offenders, or for care which could have foreseeably been prevented.

**Section 1.17** Secretary – the Secretary of the Department of Corrections or his or her designee.

**Section 1.18** Secure Capacity - means those beds that are physically available in the King County Correctional Facility and the detention facility at the Maleng Regional Justice Center. Due to budgetary constraints, emergency circumstances, legal requirements, or maintenance and construction activities, Secure Capacity may vary.

## Article II TERM OF THE AGREEMENT

**Section 2.1** **Term.** This Agreement supersedes all previous oral and written contracts and agreements between the parties relating to the confinement, care, and treatment of Department Offenders. This Agreement commences on January 1, 2016 upon approval and signature by both parties and continues through December 31, 2018, unless terminated by either party pursuant to this Agreement.

**Section 2.2** **Termination.** This Agreement may be terminated by either party, without cause, upon sixty (60) days written notice to the other party. Not later than 60 days after the receipt or delivery of a termination notice, the Department agrees to take physical custody of Department Offenders confined at a Facility. Both parties agree to waive the written notice requirement if either party, in its sole discretion, determines there is an immediate threat to public safety, health, or welfare that requires termination. Both parties agree to provide verbal and written notice of the termination as soon as possible in such cases.

**Section 2.3** **Termination Due to Non-Appropriation of Funds.** The terms of this Agreement are contingent upon sufficient appropriations by the Washington State Legislature to the Department to pay sums pursuant to this Agreement. If the Legislature does not allocate sufficient appropriations, this Agreement may be terminated immediately without penalty and without the sixty (60) day notice period. The Department is responsible for the County services provided to Department Offenders prior to termination and removal of Department Offenders.

**Section 2.4 Modification.** All provisions of this Agreement, except Section 2.1, may be modified and amended with the mutual written consent of the King County Executive and the Secretary.

Article III  
RESPONSIBILITIES

**Section 3.1 Offender Housing**

**Section 3.1.1** The County agrees to accept Department Offenders for confinement in a Facility, except as provided in sections 3.1.2, and 3.8.2.1. Department Offenders may be integrated with the County's inmate population, as allowed by law, regulation, or ordinance.

**Section 3.1.2** The County may require the Department to move some or all Department Offenders from a Facility within ten (10) days if the population in that Facility reaches Secure Capacity, or if the County, in its sole discretion, determines it is no longer able to house some or all Department Offenders.

**Section 3.1.3** Department Offenders shall be subject to the disciplinary authority of the County in accordance with Facility procedures and rules.

**Section 3.2 Reciprocal Bed Use**

**Section 3.2.1** The County will make twenty (20) Jail beds available for Department Offenders on a daily basis. In exchange, also on a daily basis, the Department shall make available thirty (30) beds in Department work release facilities in King County for Inmates.

**Section 3.2.2** The County shall refer Inmates for placement in the Department's work release facilities to the Department's selection committee for the Seattle, Washington area. The Department's selection committee shall place Inmates in accordance with the same criteria and standards used for Department Offenders. The Department reserves the right to reject County referrals that do not meet the Department's standards for work release. The County shall advise all Inmates to be referred for placement pursuant to this Agreement that he/she shall be subject to the rules and regulations established by the Department for work release programs. Inmates referred shall be required to sign a consent form with the County agreeing to placement in the Department program.

**Section 3.2.3** The Department shall be responsible for the supervision of all Inmates which it accepts into its work release facilities. The Department shall provide custody, care, and treatment to Inmates placed in the Department's work release facilities in the same manner as those services are provided to Department work release residents. Such care shall include the funding of subsistence and counseling services which are provided by the Department staff to Department Inmates. Medical, dental and psychiatric services are the responsibility of the Inmate.

**Section 3.2.4** Inmates shall be subject to the disciplinary authority of the Department in accordance with Department procedures and rules applicable to Department work release facilities. Work release status of Inmates may be revoked in accordance with Department revocation procedures.

**Section 3.3 Transportation of Department Offenders**

**Section 3.3.1** The Department agrees to provide or arrange for transportation of its Offenders to and from the King County Facility except when the transportation is determined by Facility staff to be necessary to secure emergency medical evaluation or treatment, or when transportation is required to support the orderly operation of the Facility, in which case the County shall provide such transportation.

**Section 3.3.2** The County agrees to assist, when possible, in the transportation of Department Offenders to and from other facilities in surrounding counties, to include placing Department Offenders on County transportation during regularly-scheduled trips.

**Section 3.3.3** County Transport Costs. The Department agrees to reimburse the County for all reasonable costs incurred by the County for its transports of Department Offenders requested by the Department, unless the Department Offender is transported by the County during the County's regularly scheduled trip.

**Section 3.3.4** Department Transportation to Department Facilities. The Department agrees to provide the County a minimum of 24 hours written notice prior to transporting a Department Offender from a Facility. The Department shall be responsible for the transportation of Department Offenders to and from Department facilities.

**Section 3.4 Return of Department Offenders.**

**Section 3.4.1** Return of Department Offenders to Department. The Department may demand that a Department Offender be returned to Department custody at any time. These Offender returns will be at the Department's expense unless the Department Offender is transported by the County during a County's regularly scheduled trip to the scheduled location.

**Section 3.4.2** County's Return of Department Offenders. The County may request to return a Department Offender to the Department, at any time. The Department agrees to accept custody as soon as possible but not later than 7 days after receiving the County's request. If the County requests the Department Offender's return, and the Department cannot meet the County's timeframe, then the County may transport the Offender to the nearest Department designated location.

**Section 3.4.3** Court's Return of Department Offenders. If a Court with competent jurisdiction orders a Department Offender be returned to the Department, then the Department agrees to accept custody as soon as possible, but

not later than three (3) days after receiving notice. The Department shall be responsible for the Department Offender's transportation to the nearest suitable Department designated location, unless the Offender can be transported by the County during the County's regularly-scheduled trip.

**Section 3.5 Return of Department Offender to the Community.** The County shall complete a national "Wants and Warrants" check on all Department Offenders prior to their release from custody. The County will notify the Department when Department Offenders are released to include notification when a Department Offender remains in custody due to charges and holds from other jurisdictions. The County will further notify the Department of a Department Offender's release from a Facility when any part of the Offender's stay involved a Department charge or violation. The Department Offender may be released directly from the Facility.

**Section 3.6 Jurisdiction.** Department Offenders placed in County custody are under the jurisdiction of the Department, however upon the Offender's placement at the Facility, the Department authorizes the County to assume custody. The Department agrees to provide the County with documentation of the County's authority to detain the Offender. The County agrees to notify the Department immediately, if and when non-department holds are placed on, closed or removed from Department Offenders.

**Section 3.6.1** Upon transfer of the Offender to any other Facility, the County agrees to provide a copy of the authorization to hold the Offender on the Department's behalf.

**Section 3.7 Public Records.** Both parties agree to comply with Washington State's Public Records Act, RCW 42.56.040 through 42.56.570 (act). The act requires each party to make available for inspection and copying nonexempt "public records." A "public record" includes any "writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained" by the party in accord with RCW 42.56.070(1).

**Section 3.8 Medical Care.** It is the intent of the parties that Department Offenders in the County's custody receive safe, appropriate and cost-effective medical care consistent with the Department's Offender Health Plan.

**Section 3.8.1 County Responsibilities**

**3.8.1.1** The County agrees to provide Department Offenders In-Facility care identical to the care provided to Inmates. The County agrees to provide Department Offenders twenty-four (24) hour access to emergent medical care. The County agrees to provide the most cost-effective, medically appropriate method of transportation and security for all Department Offenders taken out of a Facility for in-county emergent and non-emergent medical appointments.

**3.8.1.2** The County agrees to obtain pre-authorization through the Department's Utilization Management Office for all Extraordinary Medical Care beyond what is normally available under this Agreement through a Facility's infirmary and mental health units for which the Premium rate is paid. In an emergency, when pre-authorization is not feasible, the County agrees

to notify the Department, as soon as possible, but not later than 4 hours after transporting the Department Offender to the nearest emergency room or other medical facility and before any hospital admission.

**3.8.1.3** The County agrees to be financially responsible for all unauthorized, non-emergent and non-medically necessary health care provided to Department Offenders.

**3.8.1.4** The criteria for confining Department Offenders to the infirmary or mental health unit, and the services provided therein, shall be consistent with the requirements of the Department's Offender Health Plan.

**Section 3.8.2** Department Responsibilities:

**3.8.2.1** The Department shall complete the necessary County forms when placing Department Offenders into a Facility. Department Offenders may be rejected by the County for placement where pre-booking screening indicates injury, disease, or mental illness beyond the ability of the Facility to treat, or where the condition presents a danger of harm to the Department Offenders, Inmates, or County staff.

**3.8.2.2** The Department may, at its option, request the return of a Department Offender for medical reasons. The Department's financial responsibilities under this Agreement terminate when the Department takes custody of the Offender or when the Department's hold or detainer is no longer valid, whichever is earliest.

**Section 3.8.3** Extraordinary Medical Care

**3.8.3.1** The Department agrees to be financially responsible for all pre-authorized or emergency Extraordinary Medical Care provided to Department Offenders that is consistent with this Agreement.

**3.8.3.2** The Department is not obligated to reimburse the County for Extraordinary Medical Care provided to a Department Offender without the Department's pre- authorization or in an emergency, within the agreed timeframe specified in paragraph 3.8.1.2.

**3.8.3.3** Pharmaceuticals provided as part of Extraordinary Medical Care must be pre-authorized by the Department's Utilization Management Office. The County may require Department Offenders to submit co-pay for medications.

**3.8.3.4** Medical Billing: County costs incurred for Department Offender medical care not included in the Base Rate will be reimbursed by the Department consistent with this Agreement. The County agrees to bill the Department monthly, itemized medical bills should be sent electronically to: [DOCHQMedicalRAB@DOC1.WA.GOV](mailto:DOCHQMedicalRAB@DOC1.WA.GOV). The itemized reimbursement claims must contain the Offender's name and DOC number, attached supporting documentation of the service provided that includes; the date of service, the name of the Practitioner that ordered the service, details of

the service/item(s) provided, the pharmaceuticals provided, the facility(s) that provided the service(s). The County agrees to submit itemized billing statements electronically to the Department for reimbursement and data collection purposes.

The County also agrees to submit itemized bills for medical services as soon as possible but in no event later than twelve (12) months after the date of service.

**Section 3.8.4 Safe Transfer of Care**

**3.8.4.1** When transferring custody of a Department Offender to the Department the County shall provide the Department with the Offender's medical record. This shall include the Offender's name, DOC number, date of birth, any known allergies, current medication list and description of current medical problem(s), the In-Facility care provided, and the Facility health staff contact information.

**3.8.4.2** If the County transfers a Department Offender to any other facility, the County agrees to provide a copy of the Department's authorization to hold the Offender to the receiving facility.

**3.8.4.3** When transferring custody of a Department Offender the Department agrees to transport with the Offender, any applicable: medical records, and current care instructions, an appropriately labeled 5-day supply of the Offender's current non-controlled substance medications, and any previously issued over-the-counter medication. The medical record shall at a minimum include the Offender's name, DOC number, date of birth, any known allergies, current medication list and description of current medical problem(s), the in facility medical care provided, and the facility health staff contact information.

**Section 3.8.5 Medical Care Utilization Review:** The County agrees to allow the Department and its agents to conduct concurrent and retrospective utilization audits and reviews of any and all medical services provided to Department Offenders.

**Section 3.9 Notification of Release Date.** The Department agrees to calculate Department Offender's release date and notify, when possible, the Offender of his/her release date. The Department also agrees to notify the County, in writing, of the Department Offender's release date. The County will not release Department Offenders prior to the Department calculated release date. The County also agrees to notify the Department when a Department Offender is not released due to other jurisdictions' charges or holds and will not charge the Department per diem or Premium Rates when the Department Offender remains in custody due to other jurisdictions' charges and holds.

**Section 3.10 Agreement Coordinator.** Each party agrees to identify a coordinator who is responsible for administering the Agreement on behalf of that party. Should the coordinator be absent for an extended period of time, the coordinator shall arrange for, and notify the other party in writing of the alternate contact person during the coordinator's absence.

**Section 3.11 Billing.**

**Section 3.11.1** No compensation shall be due either party for the reciprocal bed use detailed in Section 3.2 of this Agreement.

**Section 3.11.2** The Base Rate will be eighty five dollars (\$85.00) per Offender Day per Department Offender. The County agrees to bill monthly for the actual bed days used in the preceding month. The County also agrees to submit itemized bills to the Department in electronic spreadsheet format that includes the Offender name, DOC number, Date of Birth, and dates the Offender was held under the Department's authority.

**Section 3.11.3** In addition to the rates noted elsewhere in this section, the Department will pay the county a Premium Rate for Department Offenders held in the infirmary, the psychiatric unit, or other psychiatric housing.

**3.11.3.1** For every Department Offender housed in the infirmary on a given day, the Department shall pay an additional Premium Rate for medical care per inmate per day as detailed in Exhibit 1. If the number of Department Offenders housed in King County infirmary exceeds 10 per day, King County will contact the Department.

**3.11.3.2** For every Department Offender housed in the Psychiatric unit on a given day, the Department shall pay an additional Premium Rate for psychiatric care per inmate per day as detailed in Exhibit 1. If the number of Department Offenders housed in King County psychiatric unit exceeds 10 per day, King County will contact the Department.

**3.11.3.3** For every Department Offender housed in other psychiatric housing on a given day, the Department shall pay an additional Premium Rate for other psychiatric care per inmate per day as detailed in Exhibit 1. If the number of Department Offenders housed in King County other psychiatric care exceeds 20 offenders per day, King County will contact the Department.

**3.11.3.4** The rates of compensation in this section 3.11.3 will be increased at the beginning of 2017 and 2018 in accordance with the methodology described in Exhibit 1.

**Section 3.11.4** In addition to the rates noted elsewhere in this Section, the Department shall pay the County an additional Premium Rate per hour for each officer assigned to offsite hospital watch a Department Offender at a hospital or other medical facility as detailed in Exhibit 1. This charge will apply for all time spent transporting a Department Offender to and from a hospital or other medical facility and offsite hospital watch of a Department Offender while at a hospital or other medical facility. The rate of compensation found in this section 3.11.4 will be increased at the beginning of 2017 and 2018 in accordance with the methodology described in Exhibit 1.

- Section 3.11.5** In addition to the rates noted elsewhere in this Section, the Department shall reimburse the County for Extraordinary Medical Care consistent with the section 3.8.3.
- Section 3.11.6** The County shall transmit billings to the Department monthly. The County also agrees to submit itemized bills to the Department in electronic spreadsheet format that includes the Offender name, DOC number, Date of Birth, and dates the Offender was held under the Department's authority. The Department shall pay any undisputed portion of the bill within thirty (30) days after receipt; thereafter interest shall incur.
- 3.11.6.1** The County may charge an interest rate equal to the interest rate on the monthly County investment earnings, not to exceed one percent (1%) monthly, on any undisputed billing amount not paid by the Department within thirty (30) days of receipt of the billing.
- 3.11.6.2** Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately.
- 3.11.6.3** Billings to the Department for Extraordinary Medical Care will be processed monthly and may include charges for services rendered prior to the billing month.

**Section 3.12 Use of Facilities.** The County agrees to provide Department staff and officers suitable facilities for conducting Department Offender hearings and reviews, Monday through Friday during normal business hours, and at other times upon written notice. The room provided must have sufficient space to safely and efficiently conduct Department hearings and reviews. Sufficient space means that the room provided must be of a size sufficient to accommodate at least three people and must be equipped with overhead lighting, at least one electrical power/outlet, a desk, three chairs, and a working telephone with a line able to dial phone numbers outside the Facility. Where possible the County agrees to provide a means for contacting County staff during the hearing; if a "panic button," or other method is not available, the County agrees to ensure Offenders remain restrained during Department hearings and reviews.

**Section 3.13 Inspections.** The County agrees to allow the Department and its agents to inspect and audit the County's Facility(s) upon reasonable advance notice. The inspection/audit may include, but is not limited to: reviewing expense reports, interviewing Department Offenders and reviewing hard copies of Department Offender medical records.

**Section 3.14 Offender Programs.** Department Offenders will have the same access to programs provided to Inmates housed in a Facility. Should the Department elect to provide additional programs for its Offenders, at its expense, the County agrees to provide workspace to conduct those programs, provided that such space is available and not being used by the County.

**Section 3.15 Orientation.** Upon a Department Offender's arrival at a Facility, the County agrees to fingerprint, conduct an NCIC check and provide an orientation for the Offender as if

the Offender were a County Inmate. This orientation must include the Facility's: 1) Requirements for work; 2) Facility rules and disciplinary procedures; 3) Medical care availability; and 4) Visitation rules. The Department will advise Department Offenders of the requirement to follow the rules of the Facility.

**Section 3.16 Clothing.**

**Section 3.16.1** The County agrees to launder, repair, and replace County-issued clothing during the Department Offender's incarceration at the Facility. The County also agrees to issue a minimum of one (1) set of clothing to each Department Offender upon admission and clean clothing and bedding will be issued to the Department Offender on a weekly basis thereafter.

**Section 3.16.2** The County agrees to provide work clothing and equipment appropriate to the Offenders' assignment, as if they were Inmates.

**Section 3.16.3** The County agrees to provide Department Offenders returned to the Department from a Facility the allotted amount of Offender clothing authorized by the Department.

**Section 3.17 Transferable Items.** The County agrees to provide the Department with a list of allowable items that may be transferred with a Department Offender.

**Section 3.18 Compensation for Work.** The County agrees to provide Department Offenders who participate in County employment the same reimbursement, if any, as Inmates performing similar work.

**Section 3.19 Discipline.** The County may discipline Department Offenders in accordance with the County's rules and disciplinary procedures. The County agrees to notify the Department as soon as possible but not later than 72 hours after disciplining a Department Offender whose conduct resulted in the Offender receiving County discipline or a referral for charges. In such cases, the Department reserves the right to determine if the Offender's misconduct should also be addressed through the Department's violation and hearing processes. The County reserves the right to refer a Department Offender's misconduct for new charges and the right to move Department Offenders to more secure housing within the Facility consistent with the County's policies, procedures and prudent Facility management practices. The County may require the Department to retake any Offender whose behavior requires segregated or protective housing. The Department may request a Department Offender be returned to the Department if the Offender's behavior or health requires segregated or protective housing.

**Section 3.20 Facility Operations.** The County agrees to manage Department Offenders consistent with the management of Inmates and in accordance with the law. The County agrees to maintain staffing levels at the Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and Department Offenders and to reasonably carry out the provisions of this Agreement.

**Section 3.21 Religious Opportunity.** The County agrees to provide Department Offenders the same space and opportunity for religious services as provided to Inmates.

**Section 3.22 Telephone.** The County agrees to provide Department Offenders access to

telephone services consistent with telephone services provided to Inmates.

**Section 3.23 Commissary and Mail.** The County agrees to provide Department Offenders commissary and mail services consistent with commissary and mail services provided to Inmates.

**Section 3.24 Offender Funds.** The County agrees to administer Department Offender funds consistent with the fund administration provided to Inmates. If, by mutual agreement, the County agrees to house Department Offenders that are non-violators, the County then agrees to administer Department Offender funds to include the appropriate accounting process to accommodate statutorily mandated deductions.

**Section 3.25 Visitation.** The County agrees to provide Department Offenders visitation opportunities consistent with those that are provided to Inmates.

**Section 3.26 Grievance Procedures.** The County agrees to handle initial Department Offender grievances consistent with the County's grievance procedures. The Department agrees to handle appeals or additional reviews of Department Offender grievances.

**Section 3.27 Access to Legal Services.** The County agrees to provide the Department Offenders opportunity to access legal materials or his/her attorney at the Facility in accordance with security and operating needs and consistent with access granted to Inmates. The Department will provide a mechanism for Department Offenders to access additional legal materials from the Department.

**Section 3.28 Death of an Offender.** The County agrees to promptly notify the Agreement Coordinator telephonically of any Department Offender's death. The County also agrees that the Offender's death shall be reviewed by the coroner of the local jurisdiction pursuant County policies and procedures. The County also agrees to provide the Department copies of the Department Offender's file and medical records.

**Section 3.29 Escape of an Offender.** The County agrees to immediately notify the Agreement Coordinator telephonically if a Department Offender escapes. The County also agrees to immediately notify all local law enforcement agencies.

#### Article IV COUNTY EMPLOYEES

**Section 4.1 Independent Contractor.** Each party agrees to perform its duties hereunder as an independent contractor and not as an employee. Neither the County nor any agent or employee of the County shall be deemed to be an agent or employee of the Department. Neither the Department nor any agent or employee of the Department shall be deemed to be an agent or employee of the County. The County agrees to pay, when due, all required employment taxes and income tax withholding including all Federal and State income tax and local head tax on any monies paid pursuant to this Agreement. Neither the County nor the Department shall have authorization, express or implied to bind the other to any agreements, liability or understanding except as expressly set forth herein.

**Section 4.2 Personnel.** The County agrees to retain sufficient personnel to deliver twenty-four (24) hour care and supervision to Department Offenders, consistent with County policy and law, as well as administrative and support service personnel for the overall operation of the

Facility. Prior to employment at the Facility, the County agrees to subject all applicants to a thorough background check.

**Section 4.3 Training.** Each Party agrees to train their employees in accordance with its policies and the law. Each Party also agrees to be responsible for all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any action or omission of its employees, agents, subcontractors or assignees incurred in connection with the training.

Article V  
PREA COMPLIANCE

**Section 5.1 Compliance.** The Department, and the County agree to maintain zero tolerance toward all forms of sexual abuse and sexual harassment and to ensure that all of the Department's or County's employees, vendors and volunteers who have contact with Department Offenders or Inmates, under section 3.2 of this Agreement, comply with all federal and state laws regarding sexual misconduct, including but not limited to:

**Section 5.1.1** The Prison Rape Elimination Act of 2003 (PREA);

**Section 5.1.2** The standards for adult prisons and jails or community confinement facilities, whichever is applicable, as promulgated by the United States Attorney General;

**Section 5.1.3** RCW 72.09.225 or RCW 13.40.570, regarding sexual misconduct by state employees, contractors;

**Section 5.1.4** RCW 9A.44.160, regarding custodial sexual misconduct in the first degree; and

**Section 5.1.5** RCW 9A.44.170, regarding custodial sexual misconduct in the second degree.

**Section 5.2 Monitoring.** The Department and the County agree to monitor compliance with federal PREA standards for their own facilities. The Department and the County also agree to allow the other party to audit their compliance with PREA standards for their facilities used to provide services under this Agreement. Auditing may include: site visits, access to facility data, and review of applicable documentation.

**Section 5.3 Termination.** Either party may terminate this Agreement should the other party elect to discontinue pursuit of PREA compliance; or should the other party be found in noncompliance through a PREA audit and fail to cure such noncompliance within the identified time-frames; or should the other party be found to be in egregious violation of PREA.

Article VI  
INDEMNIFICATION

**Section 6.1** The County agrees to indemnify and hold harmless the Department and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of

any negligent action or omission of the County, its officers, agents, employees, vendors and volunteers or any of them related to the services provided under this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the Department, the County agrees to defend the same at its sole cost and expense; provided, that, the Department retains the right to participate in said suit if any principle of governmental or public law is involved. Said participation shall not compromise the ability of the County to settle the suit if it deems that course advisable. If final judgment be rendered against the Department, its officers, agents, and employees, or any of them, or jointly against the Department and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

**Section 6.2** The Department agrees to indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the Department, its officers, agents, and employees, or any of them related to the services provided under this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the Department agrees to defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved. Said participation shall not compromise the ability of the "Department" to settle the suit if it deems that course advisable. If final judgment is rendered against the County, its officers, agents, and employees, or any of them, or jointly against the County and the Department and their respective officers, agents, and employees, or any of them, the Department agrees to satisfy the same.

**Section 6.3** In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Department from any liability or responsibility, which arises in whole or in part from the existence or effect of Department rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Department rule or regulation is at issue, the Department agrees to defend the same at its sole expense and if judgment is entered or damages are awarded against the Department, the County, or both, the Department shall satisfy the same, including all chargeable costs and attorney's fees.

**Section 6.4** In executing this Agreement, the Department does not assume liability or responsibility for or in any way release the County from any liability or responsibility, which arises in whole or in part from the existence or effect of County rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such County rule or regulation is at issue, the County agrees to defend the same at its sole expense and if judgment is entered or damages are awarded against the County, the Department, or both, the County shall satisfy the same, including all chargeable costs and attorney's fees.

Article VII  
MISCELLANEOUS

**Section 7.1** Existing State Law. This Agreement shall not be construed to alter the legal responsibilities of the County or the Department with regard to the legal and fiscal responsibility for confinement, care, and treatment of Department Offenders under state law.

**Section 7.2** Disputes. Disputes between the parties may be submitted to arbitration if the

parties are unable to resolve any disputes arising hereunder through conference. No disputes may be submitted to arbitration without the agreement of both parties. Nothing in this section is intended to limit either party access to any and all courts of law of this state or country.

**Section 7.3 Equal Employment Opportunity.** The parties ascribe to the principles of equal employment opportunity. Neither is responsible for ensuring that the other is in compliance with equal employment statutes or policies.

**Section 7.4 Invalidity and Severability.** To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are several and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. In the event that any provision of this Agreement is held invalid, that provision shall be null and void. However, the validity of the remaining provisions of the Agreement shall not be affected thereby.

**Section 7.5 Jurisdiction and Venue.** The laws of the State of Washington and the rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Venue for any legal action related to the performance or interpretation of this Agreement shall be in the Superior Court in King County, Washington.

**Section 7.6 Scope of Agreement.** This Agreement and any appendices or exhibits to it incorporate all the agreements, covenants, and understandings between the parties. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed, or amended except by mutual consent of the parties in writing.

**Section 7.7 Compliance with Applicable Laws.** The parties agree at all times during the performance of their obligations of this Agreement, to strictly adhere to all applicable federal and state laws and regulations.

**Section 7.8 No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a Party hereto.

**Section 7.9 Cooperation.** The parties agree that communication is important and will work collaboratively in an effort to provide services in a more effective and efficient manner.



## EXHIBIT 1 Calculation of Premium Rates

Starting on the effective date of this Agreement, DOC shall pay the Premium Rates with such annual adjustments for inflation and other re-sets as described below.

The 2016 base year Premium Rates were developed and agreed upon by the parties during the negotiation of this Agreement. For 2017, the County will reset the Premium Rates under the terms of sections 2 and 3 below. For 2018, the 2017 Premium Rates will be inflated under the terms of section 2 below.

### **1. PREMIUM RATES**

In addition to payment of the Base Rate, DOC shall pay Premium Rates associated with services provided to Department Offenders as described below. The types of services provided to a Department Offender associated with each Premium Rate, and a general description of each Premium Rate, is set forth below.

The Premium Rates described in paragraphs (a) – (d) below shall apply from January 1, 2016 through December 31, 2016.

a. **Infirmary Rate.** For Department Offenders housed in the infirmary, DOC shall pay an Infirmary Premium Rate of **\$233.84** per day.

b. **Psychiatric Unit Rate.** For Department Officers housed in the psychiatric unit, DOC shall pay a Psychiatric Unit Premium Rate of **\$267.26** per day which is calculated by adding together the housing rate in the Psychiatric Unit and the care rate to yield the total Psychiatric Unit Rate.

- i. The housing component of the Psychiatric Unit Rate shall be \$193.68.
- ii. The care component of the Psychiatric Unit Rate shall be \$73.58.

c. **Other Psychiatric Care Rate.** For Department Offenders housed in psychiatric housing units other than the psychiatric unit, DOC shall pay an Other Psychiatric Care Premium Rate of **\$73.58** per Day.

d. **1:1 Offsite Hospital Watch Premium Rate.** The Offsite Hospital Watch Premium Rate is the charge imposed when an individual officer is assigned to a Department Offender at a hospital or other outside medical facility. The Offsite Hospital Premium Rate shall be **\$65.66** per guard *for each hour* or portion thereof.

### **2. INFLATORS AND RESETS OF PREMIUM RATES**

- a. **Reset for Premium Rates starting January 1, 2017.** Using the 2016 adopted DAJD budget and applying the same allocation methodology as illustrated in Section 3 and then applying the inflators described in subsection 2.b. below the Premium Rates shall be reset for 2017. Budgeted Facility costs are the direct and indirect costs related to operating those County's Facilities, including without limitation health services, pursuant the adopted County Budget approved by the King County Council. By **August 15** of 2016, the County will provide DOC written notice including a detailed calculation of the

Premium Rates for 2017. The Department and the County shall promptly thereafter meet to review the information and will work in good faith to resolve any questions or issues by October 15, 2016.

- b. **Inflators for 2018.** For 2018, the 2017 Premium Rates shall be inflated by the percentages described below. By **August 15** of 2017, the County will provide DOC written notice including a detailed calculation of the Premium Rates for 2018.
  - i. **Housing and Off Site 1:1 Hospital Watch Premium Rates:** the following rates are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the 12-month period ending in June, 2017) plus 1.5%, but shall in no event be lower than 1.5%:
    - Psychiatric housing component of the Psychiatric Unit Premium Rate
    - Offsite Hospital Watch Rate
  - ii. **Medical and Psychiatric Care Premium Rates:** the following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the 12-month period ending in June) plus 3%, but shall in no event be lower than 3%:
    - Infirmary Rate
    - Other Psychiatric Care Rate
- c. **Inflation Resets.** Notwithstanding the terms of Subsections 2.a and 2.b to the contrary, in the event the Seattle-Tacoma-Bremerton CPI-W (June-June) exceeds 8% then, as part of the August 15 final fee and charge notice, the County will include information demonstrating whether, based on factors affecting the DAJD budgeted Facility costs including but not limited to personnel costs, food, utilities and pharmaceuticals, the County's reasonably expected inflation experience for the DAJD budgeted Facility costs in the next calendar year (the "Expected Inflation Rate") is *less than or greater than* said CPI-W (June-June) rate. If the Expected Inflation Rate is lower than the CPI-W (June-June) rate, the County will apply the lower of the two rates to the rates listed in this Subsection 2.c for the following calendar year.
- d. By way of illustration and without limitation:
  - i. Year 2017 Premium Rates are determined by allocating the 2016 Budgeted Costs per the cost model in Section 3 and applying the inflators per Subsection 2.b.
  - ii. Year 2018 Premium Rates are determined by applying the inflators to 2017 Premium Rates per Subsection 2.b.

### 3. ILLUSTRATION OF FEE AND CHARGE CALCULATIONS

The following calculations were used to determine the 2012 Premium Rates for the County's contracts with cities. This same method will be used for the 2017 reset described in Section 2.a. using the 2016 adopted budget and the inflators described in Section 2.b.

#### INFIRMARY (DAILY) PREMIUM RATE

##### PART I: CALCULATION OF THE 2011 INFIRMARY BASE PREMIUM RATE

<u>Based on 2011 Adopted Budget</u>	<u>Budgeted Costs</u>
1 Jail Health Services (JHS) Infirmatory Services Staffing Costs	1,332,615
2 JHS Infirmatory Non-Staffing Costs	333,154
3 Total JHS Infirmatory Costs	1,665,769
4 Average inmate days for the Infirmatory (Location: Infirmatory or successor location)	24.60
5 <b>JHS Infirmatory Fee per inmate/day</b>	185.52

##### PART II: 2011 Costs inflated to 2012

4.5% Increase 2012                      **\$193.87**

#### NOTES:

- 1 2011 Budgeted wage and benefit costs for JHS staff who provided services to Inmates in the Infirmatory. Costs are allocated to the Infirmatory Premium Rate based upon the number of shifts scheduled in the Infirmatory as a percentage of all JHS shifts scheduled in the jails. Scheduled shifts are based upon the most current staffing model.
- 2 2011 Budgeted costs for pharmaceuticals (including intravenous medications and supplies), medical supplies and medical equipment for Inmates in the Infirmatory.
- 3 Total staffing and non-staffing cost used in calculation of daily average.
- 4 Budgeted inmate days for infirmatory location or successor location.
- 5 This is the rate used for agencies whose fees were calculated using this model for 2012. In future years the inflator will be calculated as described in Section 5.b.

**OTHER PSYCHIATRIC CARE PREMIUM RATE JAIL HEALTH SERVICES (JHS)**

**PART I: CALCULATION OF THE PSYCHIATRIC PREMIUM RATE**

<b><u>Based on 2011 Adopted Budget</u></b>		<b><u>Budgeted Costs</u></b>
1	JHS Psychiatric Services Staffing Costs	2,926,847
2	JHS Psychiatric Services Non-Staffing Costs	399,115
3	Total JHS Psychiatric Services Costs	3,325,962
4	Average inmate days for Inmates receiving Psychiatric Care Services	156.10
5	<b>JHS Psychiatric Services Fee per inmate/day</b>	58.37

**PART II: 2011 Costs inflated to 2012**

6	4.5% Increase 2012	<b>\$61.00</b>
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**NOTES:**

- 1 Budgeted wage and benefit costs for JHS staff who provided services to all psychiatric housing units. Costs are allocated to the Other Psychiatric Care Premium Rate based upon the number of shifts scheduled in psychiatric housing units as a percentage of all JHS shifts scheduled in the jails. Scheduled shifts are based upon the most current staffing model.
- 2 Budgeted costs for pharmaceuticals and medical supplies for Inmates in psychiatric housing.
- 3 Total staffing and non-staffing cost used in calculation of daily average..
- 4 Budgeted inmate days for Inmates receiving psychiatric care.
- 6 This is the rate for 2012. Future years the inflator will be calculated as described in Section 5.b.

**PSYCHIATRIC UNIT HOUSING PREMIUM RATE**

**PART I: CALCULATION OF THE PSYCHIATRIC UNIT HOUSING COMPONENT OF THE PSYCHIATRIC UNIT RATE**

<b><u>Based on 2011 Adopted Budget</u></b>		<b><u>Budgeted Costs</u></b>
1	Direct Detention Staffing Costs	2,727,974
2	Overhead - County and DAJD Admin	322,440
3	Total Psychiatric Unit Housing Costs	3,050,414
4	Average inmate days for Psychiatric Unit Housing (7North location or successor location)	50.60
5	<b>Psychiatric Unit Housing Rate per inmate/day</b>	165.16

**PART II: 2011 Costs inflated to 2012**

6	3% Increase 2012	<b>\$170.11</b>
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NOTES:

- 1 Detention costs include staffing (salaries, benefits, and meals).
- 2 Overhead allocated based on proportionate share of the budgeted costs.
- 3 Budgeted inmate days for 7North Location or Successor Location.
- 6 This is the rate for 2012. Future years the inflator will be calculated as described in Section 5.b.

**1:1 OFFSITE HOSPITAL WATCH (HOURLY)  
PREMIUM RATE**

**PART I: CALCULATION OF THE 1:1 OFFSITE HOSPITAL WATCH (HOURLY)  
PREMIUM FEE**

	<u>2011 Est. Costs</u>
1 Actual 1:1 Hospital Watch Costs	2,088,274
2 Overhead - County and DAJD Admin	246,829
3 Total 1:1 Hospital Watch Costs	<u>2,335,103</u>
4 Average Officers per day	4.76
5 1:1 Hospital Watch Cost/Day	1,343.67
6 <b>1:1 Hospital Watch Cost/Hour</b>	55.99

**PART II: 2011 Costs inflated to 2012**

7	3% Increase 2012	<u><u>\$57.67</u></u>
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**NOTES:**

- 1 Direct Detention Staffing Costs are determined using the following methodology  

$$\frac{\text{Actual 1:1 Hospital Watch Hours} \times \text{Avg. CO Hourly Overtime Rate}}{\text{Direct Staffing Costs}}$$
 Avg. CO Hourly Overtime Rates is derived from the 2011 Essbase PSQ Salary file, taking the average Overtime hourly rate for a Corrections Officer, and increasing by 3% for Gun Qualification Premium.
- 2 Overhead is allocated based on proportionate share of the budgeted costs.
- 4 Calculation:  $1:1 \text{ Hospital Watch Hours} / \# \text{ of days in year} / 24 \text{ hours} = \text{Average Officers per day}$ .
- 5 Calculation:  $\text{Total cost in line 3} / (\text{Average Officers per day} \times \# \text{ of days in year})$ .
- 6 Calculation:  $\text{Total cost in line 5} / 24\text{hrs}$ .
- 7 This is the rate for 2012. Future years the inflator will be calculated as described in Section 5.b.