



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 18, 2003

Motion 11797

Proposed No. 2003-0413.1

Sponsors Gossett and Edmonds

1 A MOTION approving a level of service agreement in the
2 form of a memorandum of understanding for adult jail
3 health care services between the department of public
4 health and the department of adult and juvenile detention.

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WHEREAS, the 2003 Budget Ordinance, Ordinance 14517, contains a proviso requiring the development of a level of service agreement for adult jail health care services between the department of public health and the department of adult and juvenile detention, and

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WHEREAS, the attached the level of service agreement, in the form of a memorandum of understanding, serves as a framework to formalize the working relationship between the department of adult and juvenile detention and the department of public health and establishes mechanisms for jointly monitoring performance indicators and resolving operational issues;

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NOW, THEREFORE, BE IT MOVED by the Council of King County:

17 The attached level of service agreement in the form of a memorandum of
18 understanding is hereby approved.
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Motion 11797 was introduced on 9/2/2003 and passed by the Metropolitan King County Council on 9/18/2003, by the following vote:

Yes: 12 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Hammond, Mr. Gossett, Ms. Hague and Mr. Irons
No: 0
Excused: 1 - Ms. Patterson

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Memorandum of Understanding between Department of Adult and Juvenile Detention and Public Health - Seattle and King County

Memorandum of Understanding
between
Department of Adult and Juvenile Detention and
Public Health – Seattle and King County

Department of Adult and Juvenile Detention (DAJD) and Public Health – Seattle and King County (Public Health) mutually agree to enter into this Memorandum of Understanding (MOU) as requested by proviso language included in Ordinance 14517, Section 40. Jail Health Services (JHS), a section of Public Health, is the provider of adult jail health services at two facilities operated by DAJD:

- King County Correctional Facility (KCCF), 500 5th Avenue, Seattle, WA 98104 and
- Regional Justice Center Detention Facility (RJC), 620 West James Street, Kent, WA 98032.

DAJD and Public Health have entered into this agreement to define and formalize the business relationship by which both entities meet their primary objectives with respect to adult jail health services. This MOU results from recommendations by the King County Auditor, the King County Council's subsequent proviso included in Ordinance 14517, ongoing dialogue between DAJD and JHS, and Wellcon LLC (an outside jail health consultant) to set forth the terms and conditions of the working business relationship between the two organizations. The overall goal of developing this MOU is to create a framework for supporting the delivery of quality and cost-effective health care services to inmates whose detention is managed in a safe, secure, humane, and cost-effective manner. The health care provided to inmates is based on evidence-based clinical practices, cost-effective use of resources, and current NCCHC accreditation requirements.

I. Purpose

The purpose of this MOU is to provide the framework for a long-term investment in joint planning, operations, and collaboration between DAJD and Public Health to provide mandated health care in a cost-effective manner. This MOU is also intended to provide the framework and structure for implementing the JHS Strategic Business Plan due October 2003.

II. Effective Date, Duration, Amendment, Renewal, and Termination

This MOU is effective as of the date both parties sign and will continue to be in effect until December 31, 2004, unless specifically extended. This MOU is intended to be a document which provides a framework to create and monitor policies which will be jointly adhered to by both departments. It is the intent of both parties to renew this MOU effective January 1, 2005. When conditions no longer require an ongoing business relationship, either party may terminate this MOU by providing 30 days' advance written notice.

III. Definition

“Medical Necessity” is determined by considering:

- Nature of the problem
- How long the problem has existed

- What the prisoner has done about the problem before
- Nature of the proposed procedure or treatment and whether accepted medical standards support the proposed care
- Urgency of procedure or treatment
- Necessity of procedure or treatment
- Potential complication for failing to treat
- Availability of alternative treatment options
- Expected remaining duration of incarceration
- Probability of successful outcome of treatment including risk of adverse side effects
- Expected functional improvement as a result of the intervention
- Degree of compliance expected from the prisoner
- Whether the intervention is for a pre-existing condition
- Whether the intervention is a continuation of previous treatment or is the initiation of a new course of long-term treatment

IV. Scope of Services

Under the terms and conditions of this MOU:

DAJD is responsible for:

- Providing appropriate levels of DAJD staff to support the cost-effective provision of medical services by JHS
- Orienting all new JHS staff in safety and security issues specific to the jail
- Ensuring inmate and staff security
- Working with Facilities Management Division to provide and maintain adequate and appropriate physical space to accommodate health care delivery (janitorial, environmental issues, etc.)

Public Health is responsible for:

- Providing appropriate clinical care staff, with consideration of numbers of staff with particular licensure, type, and frequency of clinics and services provided
- Training corrections officers on privacy, confidentiality, and other health care issues including suicide prevention, mental health, and blood borne pathogens
- Ensuring availability and appropriate disposal of all sharps and biohazardous waste
- Incorporating in its utilization review an evaluation of appropriateness of “send-outs” for external care and “transfers-back” from hospital

DAJD and Public Health are jointly responsible for:

- Attending monthly meetings to review and discuss progress on joint planning, operational issues, and performance gaps identified through performance indicators, with explicit reference to the Strategic Business Plan.

- Building an environment of mutual respect
- Developing an agenda template and monitoring tool to be used at the monthly meetings
- Agreeing to meet NCCHC standards in order to maintain accreditation
- Developing joint policies on assistive devices, forensic information, and use of restraints
- Formalizing emergency and disaster drill training coordinated between both agencies

V. Structure for Policy/Performance Oversight

The members of the Oversight Team will be made up of, at a minimum, two members of DAJD's Senior Management team and two members of JHS's Senior Leadership team. Additional ad hoc members will be invited to attend as is indicated by specific agenda items.

The meetings will occur monthly and the agenda will be jointly developed by the Oversight Team members and finalized the day before each meeting. Minutes of these meetings will be recorded and maintained by the administrative offices of both DAJD and JHS.

VI. Problem Resolution

DAJD and Public Health mutually agree to resolve problems at the organizational level where they occur. If problems are not resolved at this level, staff from each organization will use the appropriate chain of command to notify supervisors and/or managers who will seek expeditious resolution. If problems persist, they will be reviewed and resolved at the monthly meetings of the Oversight Team. As a last resort, the directors of the respective departments will review and resolved outstanding issues. Both organizations agree to address problems of an emergency nature quickly and cooperatively at the appropriate level.

VII. Reporting Requirements

Reporting requirements are described in Exhibit A. These requirements are subject to the availability of data. As business practices change and information systems improve, these reporting requirements will be refined and expanded. Exhibit A will be amended accordingly.

VIII. Performance Audit Process

An internal review committee will be established to oversee and evaluate adherence to the terms of this MOU. Comprised of representatives from DAJD and JHS, this committee will perform audits using agreed-upon audit criteria and report the results of the audit process to the Oversight Team at its monthly meetings. The Oversight Team will be responsible for taking the necessary steps to resolve problems raised through the performance audit process.

IX. Other

This MOU does not contain language concerning liability, indemnification, and insurance since both parties are organizations within King County government.

For DAJD:

For Public Health:

Signature

Date

Signature

Date

Printed Name

Printed Name

Title

Title

Exhibit A – Reporting Requirements

DAJD reporting requirements

- Number of bookings
- Population statistics—average length of stay, distribution of security classification, etc.
- Number of hospital days requiring guarding
- Number of interfacility transfers
- Number of ambulance transports
- Number of overtime hours for officers doing medical guarding
- Critical incidents from watch command – medical status -- # of 1, 2, and 3's
- Copies of completed environmental surveys
- Average census in inpatient psych, inpatient medical, on suicide watch, and number on 15-minute watch

JHS reporting requirements

- Monthly # provider encounters
- Number of psych assessments
- Number of Health assessments
- Number of medical X-rays done
- Number of suicide attempts
- Number of critical incident reviews
- Number and type of specialty referral visits by location
- Number of medical grievances
- Average census in negative air
- Number of interfacility medical chart transfers
- Number of deaths and cause of death