C-2016-2

INTERAGENCY CONTRACT

PURPOSE

This Contract is entered into by Pend Oreille County (hereinafter Contractor) and the Department of Corrections (hereinafter Department or DOC) 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 39.34 and RCW 72.68.040. The Department and the Contractor specifically find this Contract is necessary and desirable in order to provide adequate confinement, housing and care to the Department offenders transferred to and detained by the Contractor pursuant to RCW 9.94A.631.

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

Article I
DEFINITIONS

Section 1.1 **Contractor** – means Pend Oreille County and its employees, licensed practitioners, contractors, vendors, and volunteers.

Section 1.2 **Contractor inmate** - means any resident of the Facility who is not a Department offender.

Section 1.3 **Department or DOC** – means the Department of Corrections of the state of Washington; any division, section, office, unit or other entity of the Department; or any of the officers or other officials lawfully representing the Department.

Section 1.4 **Department offender** - means any offender under the Department's jurisdiction.

Section 1.5 **DOC Utilization Management Office** – means the Department's medical contact that receives, reviews, and approves Contractor's non-Formulary and extraordinary medical care requests to provide necessary medical care to Department offenders. The Nurse Desk is available telephonically 24 hours a day, 7 days a week at 360-725-8733 and during normal business hours via email at NurseDesk@DOC1.wa.gov.

Section 1.6 **Extraordinary medical care** - means medically necessary medical, psychiatric or dental care that is not commonly available through the Facility's health services and incurs additional cost. This may include, but is not limited to, extraordinary medications such as immunosuppressive drugs, and hepatitis C treatment and HIV medications.

Section 1.7 **Facility** - means the Contractor's non-Department operated correctional facility used for the total confinement of Department offenders and Contractor inmates.

Section 1.8 **Formulary** - means the Department Pharmaceutical Management and Formulary Manual. The Formulary can be viewed at:
http://doc.wa.gov/business/healthcareproviders/default.asp

Section 1.8. 1 **Formulary medication(s)** - means the medication(s) medically necessary according to the Offender Health Plan.

Section 1.8.2 **Restricted Formulary medication(s)** means the medication(s) is medically necessary but the use is restricted to cases where there has been a documented failure of a Formulary medication(s) or to certain populations or disease states.

Section 1.8.3 **Non-Formulary medication(s)** – means the medication(s) is not a part of the Formulary. Non-Formulary medication(s) is not generally prescribed in the Department.

Section 1.9 **In-Facility care** - means medical, mental health and dental care provided as part of the per diem to include all over-the-counter medication, which is any medication that does not require a prescription, and routine medical supplies, routine medical/psychiatric/dental care, regular health screenings, and emergent medical treatment provided on-site at the Facility that is undistinguishable from services provided to Contractor inmates.

Section 1.10 **Licensed practitioner** - means any licensed health care practitioner performing services within the person's authorized scope of practice following RCW Title 18.

Section 1.11 **Medicaid** – means 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 1.12 **Medically necessary care** - means medical care that meets one or more of the following criteria for a given patient at a given time:

Section 1.12.1 Is essential to life or preservation of limb, OR
Section 1.12.2 Reduces intractable pain, OR
Section 1.12.3 Prevents significant deterioration of activities of daily living OR
Section 1.12.4 Is of proven value to significantly reduce the risk of one of the three outcomes above (e.g. certain immunizations), OR
Section 1.12.5 Immediate intervention is not medically necessary, but delay of care would make future care or intervention for intractable pain or preservation of activities of daily living, significantly more dangerous, complicated, or significantly less likely to succeed, OR
Section 1.12.6 Reduces severe psychiatric symptoms to a degree that permits engagement in programming that advances correctional interests, OR
Section 1.12.7 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 1.12.8 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 1.12.9 Not considered experimental or to be lacking in medically recognized professional documentation of efficacy; and,

Section 1.12.10 Not administered solely for the convenience of the offender or the health care provider.

Section 1.13 **Offender day** –means any day a Department offender is in the custody of the Contractor, including the first day the offender is enters the Facility to serve a Department sanction of a term of confinement to be served in the Facility. An Offender day does not include the day when the Department offender leaves the custody of the Contractor due to release to the community, transfer to a Department institution, transfer to another Facility, or release to the custody of the Department. An offender day ends at midnight.

Section 1.14 **Offender Health Plan** – means the Department's Offender Health Plan (OHP) that describes the medically necessary medical, mental health, and dental 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 1.15 **Pre-authorization procedure** – means the procedure by which the Contractor must contact the Department's Nurse Desk at the Department's Utilization Management Office to obtain the Department's authorization prior to providing to Department offenders the extraordinary medically necessary care or care beyond what is normally provided to Contractor's inmates, or prior to using restricted Formulary or non-Formulary medication(s) on Department offenders.

Section 1.16 **Per diem rate**- means the amount per day per Department offender that the Contractor will be reimbursed by the Department for all in-Facility care, including but not limited to all medical, mental health, dental, food, clothing and housing which are the same or similar that is provided to Contractor inmates.

Section 1.17 **Secretary** - means the Secretary of the Department and delegates authorized in writing to act on the Secretary's behalf.

Article II
TERM OF THE CONTRACT/PAYMENT

Section 2.1 **Term.** This Contract supersedes all previous oral and written contracts and agreements between the parties relating to the confinement, care, and treatment of Department offenders. This Contract commences on June 1, 2015, and continues through December 31, 2017, unless terminated by either party pursuant to this Contract.

Section 2.2 **Termination.** This Contract 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 the Facility pursuant to this Contract.

However, if the Department offender is held pursuant to RCW 9.94A.631, the Contractor may not require the Department to move the Department offender. Additionally, if this contract is terminated and Department offenders remain detained pursuant to RCW 9.94A.631, then the Department's per diem will revert to the OFM established rate.

The Contractor and the Department 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 contract termination. In such cases, both parties agree to provide verbal and written notice of the termination as soon as possible.

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

Section 2.4 **Per Diem Billing.** The per diem rate is $79.57 per Department offender through June 30, 2016, effective July 1, 2016 the per diem bed rate is $81.96 per Department offender. The Contractor agrees to only bill the Department monthly for the actual bed days used by Department offenders in the preceding month. The Contractor also agrees that it will not bill the Department for any bed day that is the financial responsibility of any other jurisdiction, and that it will submit monthly itemized bills to the Department in an electronic spreadsheet format that includes the offender's name, DOC number, date of birth, and dates the offender was held by the Contractor under the Department's authority. If applicable, the Contractor agrees to identify in the monthly bill, any beds that are being counted toward the day-for-day exchange for any Contractor boarder being held by the Department in a Department institution.

Section 2.4.1 The Contractor agrees to run all sanctions imposed by the Department ***consecutively*** to all other sanctions and/or sentences imposed by any other jurisdiction, unless a court order requires them to run concurrently.

Section 2.4.2 The Department's financial responsibilities under this Contract terminate when the Department takes custody of the Department offender, when the Department's sanction has been served, or when the Department's hold or detainer is no longer valid, whichever is earlier.

Article III
RESPONSIBILITIES

Section 3.1 **Target Population.** Department offenders transferred to the Contractor will be primarily, but not exclusively, those who are in violation of community supervision requirements or who are awaiting a hearing on alleged violations, parenting sentencing alternative violators, and work release violators.

Section 3.2 **Offender Housing, Confinement and Sanction time.** The Contractor agrees to take into custody, confine and supervise Department offenders in the Facility pursuant to this Contract. Department offenders may be integrated with the Contractor's inmate population, as allowed by law, regulation, and ordinance. Placement of Department offenders in the Facility following this Contract may occur at any time after the beginning of the term of this Contract, pursuant to this contract.

However, in the absence of a contract, if a community corrections officer arrests or causes the arrest of an offender pursuant to RCW 9.94A.631, the offender shall be taken into custody, confined and detained and shall not be released from custody except upon approval pursuant to a written order by authorized Department staff.

Section 3.2.1 Each party agrees that Department offenders shall serve any Department imposed sanction time consecutive to all other sentences and to non-DOC confinement, pursuant to RCW 9.94A.171(3), RCW 9.94A.589(2)(a) and RCW 9.94A.505(6), unless a Court of competent jurisdiction orders otherwise. In the event this occurs, the Contractor agrees to provide the Department with a copy of the Court's order.

Section 3.2.2 Each party agrees to notify the other in writing any time the Department's jurisdiction has been tolled, or should be tolled by non-DOC confinement pursuant to RCW 9.94A.171(3), RCW 9.94A.589(2)(a) or RCW 9.94A.505(6).

Section 3.2.3 The Contractor agrees that the Department shall not be financially responsible for any Department offender during the period the Department offender is serving consecutive non-DOC confinement.

Section 3.3 **Transportation of Department Offenders**

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

Section 3.3.2 The Contractor agrees to provide transportation, if the Contractor has

transportation, to and from designated sites on its regularly scheduled trips and to assist, when possible, in the transportation of Department offenders to and from other facilities in surrounding counties, including placing Department offenders on the Contractor's transportation during regularly scheduled trips.

Section 3.3.3 The Department agrees to reimburse the Contractor for all reasonable costs incurred by the Contractor for its transports of Department offenders in response to a request by the Department, unless the Department offender is transported by the Contractor during the Contractor's regularly scheduled trip. See Attachment A.

Section 3.3.4 The Department shall be responsible for the transportation of Department offenders to and from Department institutions. The Department agrees to provide the Contractor a minimum of 24 hours written notice prior to transporting a Department offender from the Facility. Nothing in this section precludes the Contractor from waiving the 24 hour written notice requirement.

Section 3.4 **Return of Department Offenders to the Department.**

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. The return will be at the Department's expense unless the Department offender is transported by the Contractor during a Contractor's regularly scheduled trip to the scheduled destination.

Section 3.4.2 Contractor's Return of Department offenders. The Contractor may request to return a Department offender to the Department's custody at any time for documented behavioral or medical/mental health problems that the Contractor is unable to manage. The Department agrees to accept custody as soon as possible, but not later than seven days after receiving the Contractor's request. If the Contractor requests the Department offender's return, and the Department cannot meet the Contractor's timeframe, then the Contractor may transport the offender to the nearest Department designated location.

Section 3.4.3 Court's Return of Department Offenders. If a Court of competent jurisdiction orders a Department offender to be returned to the Department, then the Department agrees that it will accept custody as soon as possible, but no later than seven 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 Contractor during the Contractor's regularly-scheduled trip.

Section 3.5 **Return of Department Offender to the Community.** Prior to releasing a Department offender to the community, the Contractor agrees to complete a national "Wants and Warrants" check as indicted below, and to notify the Department and any interested

jurisdiction of the Department offender's pending release. The notification shall occur at least seven business days prior to a Department offender's release to the community due to the Department offender's completion of a sanction or sentence. In extenuating circumstances, the notification may occur less than seven business days prior to release, but in no event may it occur later than 24 hours prior to release. The Department offender may be released to the community when the Department's sanction has been served, or when the Department's hold or detainer is no longer valid. See Attachment A.

Section 3.6 **Jurisdiction.** Department offenders placed in the Contractor's custody are under the Department's jurisdiction. However, upon the Department offender's placement at the Facility, the Department authorizes the Contractor to assume custody. The Department agrees to provide the Contractor with documentation of the Contractor's authority to detain the offender.

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 Contractor's custody receive safe, appropriate and cost-effective medical care consistent with the Department's Offender Health Plan and **Attachment B**.

Section 3.8.1 **Contractor Responsibilities.**

3.8.1.1 The Contractor agrees to provide Department offenders in the Facility care equivalent to the care provided to Contractor inmates. The Contractor agrees to provide Department offenders 24-hour access to emergency medical care. The Contractor agrees to provide the most cost-effective, medically appropriate method of transportation and security for all Department offenders taken out of the Facility, to in-county emergent and non-emergent medical appointments. The Contractor may require Department offenders to pay co-pay fees for medications.

3.8.1.2 The Contractor agrees to follow the Department's pre-authorization procedure through the Department's Utilization Management Office for all extraordinary medically necessary care provided to Department offenders and for all health care provided to Department offenders beyond what is normally provided to Contractor's inmates, and for the use of restricted Formulary and non-Formulary medication(s) for Department offenders. The use of Formulary medications requires no

pre-authorization for use, provided the criteria listed in the Formulary are met.

3.8.1.3 ONLY the Department's Nurse Desk can authorize the transfer of a Department offender from the Facility for medical reasons.

3.8.1.4 In an emergency, when pre-authorization is not feasible, the Contractor agrees to notify the Department, as soon as possible, but not later than four hours after transporting a Department offender to the nearest emergency room or other medical facility and before any hospital admission. The Contractor agrees to be financially responsible for all health care provided to Department offenders that is not pre-authorized unless it is both emergent and medically necessary.

3.8.1.5 Following the OHP and consistent with RCW 70.48.130(2), the Department does not consider experimental or elective procedures to be medically necessary. The Department will not reimburse for elective or experimental medical procedures. The Department will not be responsible for the payment of or for medical care required as a result of any tort committed by the Contractor, 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.

3.8.1.6 The Contractor agrees to be financially responsible for all unauthorized, non-emergent and non-medically necessary health care provided to Department offenders.

3.8.1.7 The Contractor agrees to be financially responsible for any medical costs incurred due to the negligent action or inaction of Contractor's employees.

3.8.1.8 Extraordinary medical care costs may be billed to the Department only if pre-authorized by the Department.

Section 3.8.2 **<u>Department Responsibilities.</u>**

3.8.2.1 The Department agrees to be financially responsible for pre-authorized extraordinary medical care provided by the Contractor to Department offenders that is consistent with this Contract, the OHP and the Formulary.

3.8.2.2 If the Department offender is under the exclusive jurisdiction of the Department, then the Department may authorize medically necessary

care. However, if it is later determined that another jurisdiction(s) or entity is financially responsible; then the Department may decline to pay for part or all of the costs associated with the medically necessary care.

3.8.2.3 The Department agrees to reimburse the Contractor for emergency medical costs incurred by a Department offender under the conditions of this Contract. Emergency medical care costs may include a facility fee, physician services, labs and x-rays. The Department is not obligated to reimburse the Contractor for medical care or treatment provided to a Department offender without the Department's pre-authorization in a nonemergency, or without the notice required by paragraph 3.8.1.4 in emergency situations.

3.8.2.4 The Department may, at its option, request that the Contractor return a Department offender to the Department's custody for medical reasons. The Department's medical financial responsibilities under this Contract terminate when the Department takes custody of the offender, when the Department's sanction has been served, or when the Department's hold or detainer is no longer valid, whichever is earlier.

3.8.2.5 The Department at its sole discretion may provide Department offenders prescription medications, or reimburse the Contractor for prescription medications that the Contractor provides, as long as the Contractor-provided prescription medications are consistent with the Offender Health Plan and the Formulary. Restricted Formulary and non-Formulary medications must be pre-authorized by the Department's Utilization Management Office. **See Attachment B**.

Section 3.8.3 **Safe Transfer of Care.**

3.8.3.1 HIPAA – Both parties agree to follow the Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPPA protects the privacy of individually identifiable protected health information. It allows the exchange of this information between the Department and the Contractor for the purpose of billing and payment. This allows the Contractor to provide the Department with information documenting the Contractor's treatment activities so that the Contractor can receive reimbursement under this Contract for costs of health care provided to Department offenders. See CFR 45 § 164.506. HIPPA also clarifies the standard for use and disclosure for correctional institutions and other law enforcement custodial situations in CFR 45 §164.512.

3.8.3.2 The Contractor agrees to consult with a registered nurse at the receiving facility and/or the Department's Utilization Management Office prior to

transferring a Department offender for medical reasons. "Transferring," as used in this section, includes moving the Department offender into the Contractor's medical unit within the Facility.

3.8.3.3 The Contractor also agrees to consult telephonically with the medical staff at any facility receiving the Department offender and agrees to transport, with the Department offender, any applicable medical records, current care instructions, and all appropriately labeled medications. The medical record shall at a minimum include the Department offender's name, DOC number, date of birth, any known allergies, current medication list, and description of current medical problem(s), the Facility medical care previously provided, and the Facility medical staff contact information.

3.8.3.4 The Department agrees to transport, with the Department offender, any applicable medical records, current care instructions, and all appropriately labeled medications. The medical record shall at a minimum include the Department offender's name, DOC number, date of birth, any known allergies, current medication list and description of current medical problem(s), the Facility medical care previously provided, and the Department's institutional medical staff contact information.

Section 3.8.4 **Medical Care Utilization Review.** The Contractor 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. The Contractor agrees that any and all of its medical service contracts will include authorization for the Department's concurrent and retrospective utilization audits and reviews of any and all medical services provided to Department offenders.

Section 3.8.5 **Medical Billing**. Contractor costs incurred for a Department offender's medical care not included in the per deim will be reimbursed by the Department consistent with this Contract and **Attachment B**.

The Contractor agrees to electronically send itemized monthly bills to the Department at: DOCHQMedicalRAB@DOC1.WA.GOV.

The itemized reimbursement claims must contain the Department offender's name and DOC number and attached supporting documentation of the service provided that includes the date(s) of service, the name of the practitioner who ordered the service, details of the service/item(s) provided, the prescriptions(s) provided, the facility(s) that provided the service(s), and a copy of any health care claims paid to off-site providers.

The Contractor agrees to submit itemized billing statements electronically to the

Department for reimbursement and data collection purposes. If billings received do not contain the detailed information or supporting documents required, they will be returned to the Contractor and not processed.

The Contractor agrees to submit itemized bills for medical services no later than six months after the date of service. If **medical or pharmaceutical bills are received 365 days or more after the date of service, the Department may decline to reimburse the Contractor for those bills.**

Section 3.9 **Notification of Release Date.** The Department agrees to calculate a Department offender's release date and to notify the Contractor, in writing, of the Department offender's release date from a Department imposed sanction. The Contractor will not release a Department offender unless the Department's sanction has been served, or when the Department's hold or detainer is no longer valid.

Section 3.10 **Contract Coordinator.** Each party agrees to identify a coordinator who is responsible for administering the Contract 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. The DOC Contract Coordinator's contact information is provided in **Attachment A**.

Section 3.11 **Facility Space for Violation Hearings and Reviews.** The Contractor 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 Contractor will provide a room with sufficient confidential space to safely and efficiently conduct Department offender hearings and reviews. Sufficient space means that the room provided will allow all participants to hear the proceedings and must be of a size sufficient to accommodate at least three sitting 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 call local and long distance telephone numbers outside the Facility.

Where possible the Contractor agrees to provide a means for contacting the Contractor during the hearing. If a "panic button" or other method is not available, the Contractor agrees to ensure Department offenders remain restrained during Department hearings and reviews.

Section 3.12 **Inspections.** The Contractor agrees to allow the Department and its agents to inspect and audit the Facility(s) with or without advance notice. The inspection/audit may include, but is not limited to: reviewing holding and detaining facilities, expense reports, and Department offender medical records and interviewing Department offenders.

Section 3.13 **Offender Programs.** Department offenders will have the same access to programs provided to Contractor inmates housed in the Facility. Should the Department elect

to provide additional programs for Department offenders at the Department's expense, the Contractor agrees to provide workspace to conduct those programs, provided that such space is available and not being used by the Contractor.

Section 3.14 **Orientation.** Upon a Department offender's arrival at the Facility, the Contractor agrees to fingerprint, conduct an NCIC check and provide an orientation for the Department offender in the same manner as for a Contractor 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 3.15 **Clothing.**

Section 3.15.1 Clothing and bedding for Department offenders will be provided and maintained in accordance with the Facility's policies.

Section 3.15.2 The Contractor agrees to provide work clothing and equipment appropriate to a Department offender's assignment to the same extent as provided to Contractor inmates.

Section 3.15.3 The Contractor agrees to furnish Department offenders with climate appropriate outerwear to the same extent as provided to Contractor inmates.

Section 3.15.4 Department offenders will be released in the clothing in which they arrived or in Department-provided apparel.

Section 3.16 **Transferable Items.** Each party agrees to provide the other with a list of allowable items that may be transferred with a Department offender.

Section 3.17 **Compensation for Work.** The Contractor agrees to provide Department offenders who participate in Contractor employment the same reimbursement, if any, as provided to Contractor inmates performing similar work.

Section 3.18 **Discipline.** The Contractor may discipline Department offenders in accordance with the Contractor's rules and disciplinary procedures. The Contractor agrees to notify the Department as soon as possible but not later than 72 hours after disciplining a Department offender or after a referral for criminal charges. In such cases, the Department reserves the right to determine if the Department offender's misconduct should also be addressed through the Department's violation and hearing processes.

The Contractor reserves the right to refer a Department offender's misconduct for new criminal charges and the right to move Department offenders to more secure housing within the Facility

consistent with the Contractor's policies, procedures and prudent facility management practices. The Contractor may require the Department to retake custody of any Department offender whose behavior requires segregated or protective housing pursuant to this Contract. The Department may request a Department offender be returned to the Department if the Department offender's behavior or health requires segregated or protective housing pursuant to this Contract.

Section 3.19 **Facility Operations.** The Contractor agrees to manage Department offenders consistent with the management of Contractor inmates and in accordance with the law. The Contractor agrees to maintain staffing levels at the Facility in sufficient numbers and rank to maintain the safety of the public, staff, Contractor inmates, and Department offenders and to reasonably carry out the provisions of this Contract.

Section 3.20 **Religious Opportunity.** The Contractor agrees to provide Department offenders the same space and opportunity for religious services as provided to Contractor inmates.

Section 3.21 **Telephone.** The Contractor agrees to provide Department offenders access to telephone services consistent with telephone services provided to Contractor inmates.

Section 3.22 **Commissary and Mail.** The Contractor agrees to provide Department offenders commissary and mail services consistent with commissary and mail services provided to Contractor inmates.

Section 3.23 **Offender Funds.** The Contractor agrees to administer Department offender funds consistent with the fund administration provided to Contractor inmates. If, by mutual Contract, the Contractor agrees to house Department offenders who are non-violators, the Contractor then agrees to administer Department offender funds to include the appropriate accounting process to accommodate statutorily mandated deductions.

Section 3.24 **Visitation.** The Contractor agrees to provide Department offenders visitation opportunities consistent with those that are provided to Contractor inmates.

Section 3.25 **Grievance Procedures.** The Contractor agrees to handle initial Department offender grievances consistent with Contractor inmate grievance procedures. The Department agrees to handle appeals or additional reviews of Department offender grievances at the request of the Contractor.

Section 3.26 **Access to Courts.** Contractor agrees to provide Department offenders in Contractor's custody under this Contract meaningful access to the courts through: (a) the use of court appointed attorneys to satisfy their Sixth Amendment right to counsel, (b) access to contracted attorneys provided by the Department, and/or (c) access to legal resource materials at the Facility. The Contractor also agrees to provide Department offenders opportunity to access legal materials at the Facility or to access the Department offender's attorney in accordance with security and operating needs and consistent with access granted to Contractor

inmates.

Section 3.27 **Death of an Offender.** The Contractor agrees to immediately notify the Contract Coordinator by phone of any Department offender's death. **See Attachment A**. The Contractor also agrees that the Department offender's death shall be reviewed by the coroner of the local jurisdiction pursuant Contractor's policies and procedures. The Contractor also agrees to provide the Department certified copies of the Department offender's death certificate, autopsy report, file and medical records.

Section 3.28 **Escape of an Offender.** The Contractor agrees to immediately notify the Contract Coordinator by phone if a Department offender escapes. **See Attachment A**. The Contractor also agrees to immediately notify all local law enforcement agencies.

Section 3.29 **Non-Department Holds**. The Contractor agrees to immediately notify the Department of all non-Department holds if and when non-Department holds are placed on Department offenders or when non-Department holds are closed or removed from Department offenders as detailed in Attachment A.

3.29.1 The Contractor agrees to not transfer Department offenders to another confinement facility pursuant to a non-Department hold until the Department's sanction has been served, or the Department's hold or detainer is no longer valid.

3.29.2 The Contractor agrees not to transfer Department offenders detained in the Facility to another confinement facility or Department institution pursuant to a non-Department hold unless the Contractor has first obtained authorization from the Violator Desk, the after-business Duty Officer, or the Contract Coordinator as detailed in Attachment A.

3.29.3 The Department will not be financially responsible for any per diem or medical costs accrued during time spent pursuant to a non-Department hold, other than costs accrued during a sanction imposed by the Department.

Article IV
CONTRACTOR 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 Contractor nor any agent or employee of the Contractor 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 Contractor. The Contractor 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 Contract. Neither the Contractor nor the Department shall have authorization, express or implied to bind the other to any Contracts, liability or understanding except as expressly set forth herein.

Section 4.2 Personnel. The Contractor agrees to retain sufficient personnel to deliver 24-hour care and supervision to Department offenders, consistent with Contractor's policies and the governing laws, as well as administrative and support service personnel for the overall operation of the Facility. The Contractor agrees to subject all applicants to a thorough background check prior to their employment at the Facility.

Section 4.3 Training. Each Party agrees to train its employees in accordance with its own 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 against itself as a result of any action or omission of its own employees, agents, subcontractors or assignees incurred in connection with the training.

Article V
PREA COMPLIANCE

Section 5.1 Compliance. The Contractor agrees to maintain zero tolerance toward all forms of sexual abuse and sexual harassment and to ensure that all of the Contractor's employees, vendors and volunteers who have contact with Department offenders 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,
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.44.010, regarding definitions,
Section 5.1.5 RCW 9A.44.160, regarding custodial sexual misconduct in the first degree; and,
Section 5.1.6 RCW 9A.44.170, regarding custodial sexual misconduct in the second degree.

Section 5.2 Monitoring. The Contractor agrees to provide to the Department documented compliance with the federal PREA standards, and to allow the Department to monitor the Facility's compliance.

Section 5.2.1 Monitoring may include, but is not limited to: site visits, access to facility data, and review of applicable documentation.

Section 5.2.2 The Department may terminate this Contract should the Contractor fail to provide documentation that demonstrates that the Contractor is actively and effectively working toward and is making substantive progress toward achieving compliance or should the Contractor fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.

Section 5.3 Termination. The Department may terminate this Contract should Contractor elect to discontinue pursuit of PREA compliance or should the Contractor be found in noncompliance through a PREA audit and fail to cure such noncompliance within the identified time-frames or should the Contractor be found to be in egregious violation of PREA.

Article VI
INDEMNIFICATION

Section 6. Indemnification Each party agrees to be responsible for the negligent acts or omissions of its own staff. Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the performance of this Contract by the indemnitor or its elected or appointed officials, officers, employees and agents. The indemnitor's duty to defend and indemnify extends to, but is not limited to, claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this Contract.

Article VII
MISCELLANEOUS

Section 7.1 Existing State Law. This Contract shall not be construed to alter the legal responsibilities of the Contractor 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 arising out of this Contract may be submitted to arbitration if the parties are unable to resolve them through conference. No disputes may be submitted to arbitration without the consent of both parties. Nothing in this section is intended to limit either party's 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 Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are several. Should any term or provision of this Contract be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision of this Contract. In the event that any provision of this Contract is held invalid, that provision shall be null and void. However, the validity of the remaining provisions of the Contract 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 to them shall be applied in the interpretation, execution and enforcement of this Contract. Venue for any legal action related to the performance or interpretation of this Contract shall be in the Superior Court in Thurston County, Washington.

Section 7.6 **Scope of Contract.** This Contract and any appendices or exhibits to it incorporate all the contracts, covenants, and understandings between the parties. No prior contract or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. This Contract 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 Contract to strictly adhere to all applicable federal and state laws and regulations.

Section 7.8 **Audit.** At no additional cost, all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Department, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose. Any overpayments discovered in the course of such audits, after notice to the Contractor, may be withheld from future payments.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the State of Washington and the Contractor.

PEND OREILLE COUNTY

1-7-2016

Alan Botzheim, Sheriff DATE

STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS

Gary Banning, Contract Administrator
DATE

BOARD OF COMMISSIONERS
PEND OREILLE COUNTY,
WASHINGTON

1-11-16

Mike Manus, Chairman DATE

1/11/16

Karen Skoog, Vice-Chairman DATE

Approved by:
The Office of the Attorney
General on November 4, 2015.

Steven Kiss, Commissioner — DATE: Jan. 11, 2016

ATTEST (Clerk):

Rhonda Cary — DATE: 1-11-16

Approved as to form by:

Contractor's Attorney — DATE: 1-11-16

Prosecuting Attorney

DOC Contact Information

Violator Medical Issues • Pre-Authorization for extraordinary medical expenses • Pre-Authorization for non-Formulary medications • Report of emergent offender medical issue	**DOC Nurse Desk-24/7** • **360-725-8733** Additional contact during business hours: • NurseDesk@doc1.wa.gov • Fax: 360-586-9060
Violator Issues • To request a transfer of violator • Notification of additional non-DOC sentence/sanction confinement • Notification of violator discipline/new charges • Notification of any non- DOC detainers/ holds	**DOC Violator Desk** Monday-Friday (except Holidays): 7:00 am-5:00 pm • **1-855-584-6528** • Violatordesk@doc.wa.gov • *When calling outside of hours listed call the DOC Warrants Desk and ask to speak to the CCD Section Duty Officer.*
DOC Secretary Warrant	**DOC Warrants Desk-24/7** • **360-725-8888**
Concerns after normal business hours For example: offenders under DOC supervision or issues related to DOC staff or DOC equipment	**DOC Warrants Desk-24/7** *Warrants Desk will refer to the appropriate Duty Officer* • **360-725-8888**
Violator Medical Billing • Requests for reimbursement for medical care not included in the offender base rate.	**Medical Disbursement Unit** • DOCHQMedicalRAB@doc1.wa.gov • **360-725-8298** • Fax: 360-586-1320
DOC Contract Coordinator • Contract concerns/issues • Death of a Violator • Violator Escape	**Dianne Ashlock** Monday-Friday (except Holidays): 8:00 am-5:00 pm • **Work 360-725-8315** • After hours/holidays 360-507-6040 • dianne.ashlock@doc.wa.gov

Last updated 8/11/2015

Pre-authorization and Medical Billing Instructions

The County, City, or Tribal entity (hereinafter Contractor) must obtain pre-authorization through the Department's Utilization Management Office for all health care beyond what is normally provided to Contractor's inmates. This includes, but is not limited to, notification of Department offenders who are on specialty/high cost medications for long-term or chronic conditions such as Hepatitis C, HIV, Multiple Sclerosis or any other condition that requires the consistent administration of medications during the Department offender's confinement.

In the case of an emergency, when pre-authorization is not feasible, the Contractor must notify the Department's Utilization Management Office as soon as possible, but no later than 4 hours after transporting the Department Offender to an emergency room or other medical facility **and** before any hospital admission.

The following information must be included with notifications:

- The date and time the Department offender left Contractor's facility because of the medical event;
- The name of the hospital or medical facility;
- The medical issue/reason for trip; and,
- The date and time the offender returned to Contractor's facility, if applicable.

Please note: If **ANY** hospitalization of a Department offender results in an inpatient event then the Department, if properly notified, will apply for Medicaid coverage under the Affordable Care Act and the Contractor will not be billed for qualifying services. However, the Contractor must notify the Department of the hospitalization and follow the emergency notification and pre-authorization process so that a Medicaid application can be initiated for the event. The Department must open a claim within 90 days of the date of service.

The Department is not obligated to reimburse the Contractor for medical care or treatment provided to a Department offender without the Department's pre-authorization or notification within the 4 hour timeframe specified in the contract.

Pre-authorization requests for extraordinary medical care, including pertinent medical records, and other supporting documentation, must be **faxed** to the Department's Utilization Management Office at (360) 586-9060.

The Department's Utilization Management Office is available via telephone to assist Contractor 24 hours a day and 7 days per week.

- From 8 a.m. - 4:30 p.m. Monday – Friday (except holidays), the Nurse Desk is available at NurseDesk@doc1.wa.gov or (360) 725-8733.
- After normal business hours and during holidays, please call (360) 725-8733. The call is forwarded to the on-call UM Nurse. Emails may not be returned until the next business day.

Denials - If the Department denies the authorization for extraordinary medical care, Contractor(s) may appeal the Department's decision by submitting a written request with the supporting documentation to the Department's Utilization Management Office at NurseDesk@doc1.wa.gov.

Pharmaceuticals and Non-Formulary Requests

The Department may reimburse for prescription medications that are consistent with the Offender Health Plan and Formulary. Restricted formulary and non-Formulary medication must be pre-authorized by submitting a request to the Department's Utilization Management Office either via email at NurseDesk@doc1.wa.gov or fax at 360-586-9060. The non-formulary request (NFR) form is available online at:
http://www.doc.wa.gov/family/offenderlife/docs/DOC13-091.pdf .

Formulary medications are medically necessary medications that require no further Department approval for use, provided the criteria listed in the Department's Formulary are met.

Preauthorization –Restricted Formulary and non-Formulary medications may be prescribed however, the Department will only authorize these medications if the specific criteria necessary for approval are met. Medications in this category require preauthorization by the Department's Utilization Management Office to be considered for reimbursement.

When a Contractor determines that the administration of a restricted Formulary or a non-Formulary medication is medically necessary for the continuous management of a significant medical or mental health condition, the Contractor should proceed based on his/her professional clinical judgment. However, to be considered for reimbursement, a restricted Formulary/non-Formulary medication request must be approved by the Department's Utilization Management Office as soon as feasible, but not later than 3 days after beginning the medication.

Denials - If the Department denies the request to use restricted Formulary medication and/or non-Formulary medication, the Contractor may still be reimbursed for medications administered to a Department offender while awaiting the Department's decision on the

Contractor's appeal of a Department denial for reimbursement by submitting a written request and any supporting documentation to the Department's Utilization Management Office.

Medical Billing

It is the responsibility of the Contractor to process payment for all bills prior to sending them to the Department for reimbursement. However, if the Contractor is unable to make payment for direct billings, the Contractor may send a written request to the Department to process payment on the behalf of the Contractor. Requests may be submitted via fax (360) 586-1320 or via email to DOCHQMedicalRAB@DOC1.WA.GOV. Contractors must include a copy of the original medical bill with the request.

The Department will respond to the Contractor's written request for assistance with payment of a direct billing(s) not later than 7 business days of receipt. Contractors shall instruct the billing entity to NOT send a medical bill directly to the Department.

Contractors shall submit monthly medical billings electronically to the Department's Medical Disbursement Unit at DOCHQMedicalRAB@DOC1.WA.GOV. Monthly itemized invoices for services provided onsite by the Contractor should include the previous month's services. Contractors must submit billings for offsite services within 30 days of the date of service.

The Department understands that occasionally a monthly invoice may include medical bills from the previous month(s). However, in an effort to ensure an efficient and accurate billing process, Contractors will submit bills one month at a time, whenever possible.

Itemized billing statements must be submitted following the format of the DOC's Medical Billing Reimbursement Form, **Attachment C**, with the supporting documentation attached, when applicable. Incomplete or missing data or supporting documentation may result in delays or denial of payment.

Contractors unable to submit billing via email, must fax bills to:

Department of Corrections
Medical Disbursement Unit
Fax: (360) 586-1320

Monthly billings must include:

- A coversheet with all pertinent details including:
  (1) The medical facility name, the medical facility's Federal Tax ID number, including the name of the contact at the medical facility, the medical facility's contact's phone number, and either an email or fax number;
  (2) The total amount being billed;
  (3) The month, date and year of service;

(4) The contact information for the Contractor's billing staff (including a phone number and an email address or fax number); and,
(5) The address for where to submit the payment, an invoice number (this is the Contractor's internal invoice tracking number).

- Any itemized charges must include:
  (1) The name of the Department offender;
  (2) The Department offender's DOC# and DOB;
  (3) The reason for the charges; and,
  (4) The total amount of the charges.

Note: If the Contractor is requesting reimbursement for services paid to an *onsite* or *offsite* medical provider(s), a copy of the original healthcare claim form paid by the Contractor must also be included.

- Supporting documentation including verification of the Department's detainer/hold; any authorizations from the Utilization Management Office; all Health Insurance Claim Forms, including those that are needed for medical insurance claims, i.e. the CMS 1500 or the UB-04; and, invoices from community providers showing what was billed including the documentation of what the Contractor paid.
  - When Contractor is requesting reimbursement for medications Contractor must also provide a copy of the original pharmacy bill to include the Department offender's name, the medication name, the dosage and quantity provided and the amount Contractor previously paid for the medication(s).
- Credits for returned prescriptions – Contractors wanting credits for returned medications, must document those "credits" following the supporting documentation guidelines with clear demarcation as a CREDIT.

Once the Department has completed its' medical bill verification process and is ready to process payment, the Contractor will be notified by email or fax of any denials or credits.

For billing questions or concerns, please email DOCHQMedicalRAB@DOC1.WA.GOV.

HIPAA

HIPAA –The Health Insurance Portability and Accountability Act of 1996 (HIPAA) protects the privacy of individually identifiable, protected health information.

This law allows for the exchange of this information between the Department and the Contractor for the purpose of billing and payment which allows the Contractor to provide the required back-up documentation regarding the Department offender's health information and

treatment activities for support of payment purposes (See CFR 45 § 164.506). HIPPA also clarifies the standard for use and disclosure for correctional institutions and other law enforcement custodial situations in CFR 45 §164.512.

(County/City/Tribal) Jail

(Street Address)

(Address) (Phone number)

Jail Bed Reimbursement Form

Offender Housing Invoice

(Month) 2015

Total Amount ($00.00)

Daily Bed Day Rate: $65.00

BILL TO: WA State Department of Corrections

Attn: Violator Desk

PO Box 41149

Olympia, WA 98504

(360) 725-8620

DOCViolatorbedbillings@DOC1.WA.GOV

Name	DOC #	DOB	DOC Sanction/ Confinement Start date	DOC Sanction End/Transfer out Date	Total # of Billed DOC Days	Total Amount Billed to DOC
Doe, Jane	123456	01/15/89	7/19/2015	7/21/2015	2	$130.00
Smith, Johnny	121212	02/26/62	7/8/2015	7/20/2015	12	$780.00
County Boarder Exchange Days:						
Jahnsen, Doe	555555	10/31/92	08/01/15	08/01/15	-1	-$65.00
TOTAL					13	$845.00

Medical Reimbursement Form

Name	DOC#	Date of Birth	Date of Service	Medical Facility or RX Name, & Strength	RX Quantity or # of Days	Reason for Treatment or RX#	Name of Contractor Staff Contacting DOC Medical	Date & Time of Contact with DOC Medical Staff	Name of DOC Medical Staff Contacted	Copy of Approved Non Formulary Request Attached, if available? Y, N or N/A	Copy of Offsite Medical Provider Claim Form and/or	Amount of Copay Paid by Offender, if any	Amount Paid by Contractor	Amount Billed to DOC
Doe, Jane	123456	1/15/1989	7/20/2015	Gabapentin 30 MG Tab	3 pills	1234561	Elmer Phud	7/20/2015; 12:34 pm	Tammy Williams	Y	Y	$ 1.00	$ 12.50	$ 11.50
Smith, Johnny	121212	2/26/1962	7/10/2015	St. Joseph's Hospital	7 days	Chest Pain	Erin Rogers	7/10/2015; 2:40 am	Lisa Russell-Tutty	N/A	Y	$ -	$ 2,500.00	$ 2,500.00
Jahnsen, Doe	555555	10/31/1992	8/1/2015	Walla Walla General Hospital	5 weeks	Foreign Object Removal	Billie Gohat	8/1/2015, 4 :10 pm	Sarah Nichols	N/A	Pending	$ 4.00	$ 5,000.00	$ 4,996.00