



THIS CONTRACT is entered into by and between the State of Washington for the use and benefit of the Department of Corrections, hereinafter referred to as "Washington" or "WDOC" and Corrections Corporation of America, hereinafter referred to as "CCA".

WHEREAS, funds have been budgeted, appropriated, and otherwise made available and a sufficient unencumbered balance thereof remains available for payment by the WDOC to CCA under the terms of this Contract; and

WHEREAS, CCA has available beds in its detention system, hereinafter referred to as the Facility; and

WHEREAS, the Facility is a correctional facility operated by CCA in which inmates may lawfully be confined; and

WHEREAS, Washington, and CCA have obtained required approval, clearance and coordination from and with appropriate agencies; and

WHEREAS, Washington has authority to provide adequate facilities and programs for the confinement, care, and treatment of Offenders in accord with the provisions of RCW 72.68.040.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

Article I. DEFINITIONS

Contract – means this instrument and all documents incorporated herein by reference.

Department – means the state of Washington, Department of Corrections, its officers, agents, subcontractors, and employees.

Facility – means a correctional institution operated by CCA.

Indigent Offender – means an offender whose disposable income balance is less than ten dollars on the day a request is made to utilize funds and during the 30 days previous to the request.

In-patient Care -means care received in a free standing, non-correctional hospital on an in-patient basis.

Mandatory ACA Standards – means those standards identified as being mandatory in the American Correctional Association's Standards for Adult Correctional Institutions, 4th Edition, as same may be modified, amended, or supplemented in the future.

Offender – means any person incarcerated pursuant to applicable Washington laws, and assigned to the Facility for housing under this Contract.

Offender Day – means each day, including the first day but not the last, that an offender is admitted to the Facility as determined by the Midnight Count.



Operating Requirements – means applicable federal, state, and local law and court orders; constitutional minimum standards; WDOC regulations made applicable to CCA and this Contract. If there exists a difference between any of these, the higher standard shall be followed as determined by the WDOC.

Per Diem – means the amount to be paid for each Offender Day.

Secretary – The chief executive of the WDOC.

Service Commencement Date – September 1, 2007.

Warden – The Administrative Head who manages operations of the Facility.

WDOC Contract Monitor – The designated representative of the WDOC or his/her delegate serving as liaison between the WDOC and CCA and monitoring performance under this Contract.

Article II.

TERM OF THE CONTRACT

Section 2.01 Term. The term of this Contract shall be 1st day of September 2007 and continuing through the 31st day of August, 2009.

Section 2.02 Extension. The term of this Contract may be extended by mutual consent of the parties for additional two year terms. Contract extensions shall include an increase in the Per Diem as provided in Section 6.02 of this Contract.

Section 2.03 Termination. This Contract may be terminated by either party, for cause, non-appropriation of funds, or convenience, on thirty (30) days written notice, delivered to the other party in accordance with the "NOTICES" section of this Contract. Within 60 days after the delivery of said notice, the WDOC shall retake physical custody of WDOC Offenders being housed at the Facility pursuant to this Contract. The requirement of written notice will not apply if the WDOC, in its sole discretion, determines the cause for termination creates an immediate threat to public or offender safety, health or welfare.

Article III.

WDOC OFFENDERS

Section 3.01 Offender Housing. CCA shall confine and supervise male WDOC Offenders that may be transferred to the Facility pursuant to this Contract. It is the understanding of the parties that providing available Facility space for the housing of WDOC Offenders is at CCA's option and that the use of CCA's services and facilities is at the WDOC's option. Nothing in this Contract shall be construed as requiring CCA to provide space or as requiring the WDOC to present for confinement any WDOC Offenders. WDOC inmates shall be housed in single or double occupancy cells, not dormitory or other larger group housing units without prior written approval of the WDOC contract monitor or designee.

Section 3.02 Selection and Placement Process. The WDOC Offenders, if any, to be housed in the Facility shall be selected on the basis of the following criteria:

- a) Offenders assigned to the Facility shall not have known serious mental health or physical problems.
- b) Offenders assigned to the Facility shall be eighteen years of age or older.



- c) CCA or the state Department of Corrections in which the facility is located may reject any offender found not to meet acceptable criteria as established by CCA.

If the WDOC desires to use CCA's services and facilities, the WDOC shall provide to the Facility's Warden, without charge, copies of institutional files, commitment or other judicial orders, and medical records of each WDOC Offender to be housed at the Facility. All WDOC Offender information shall be subject to statutory limitations on disclosure. CCA shall release or withhold information in accordance with WDOC direction.

The original or a duly authenticated copy of the WDOC Offender's commitment papers and any other official papers or documents authorizing detention, case file materials and medical/dental/psychiatric records shall be delivered at the same time a WDOC Offender arrives at the transfer point.

Section 3.03 Transfer/Delivery of Offenders.

- 3.03.1 CCA shall be responsible for the expense of the mass transfer of offenders from Washington to the assigned CCA facility, transferring Offenders between CCA facilities, transporting Offenders being returned to Washington at CCA's request, and the mass return of Offenders to Washington. CCA shall determine the method of returning the Offenders to Washington in consultation with WDOC, which must be approved by WDOC. The WDOC shall be responsible for the expense of all other transportation of Offenders to and from the State of Washington including but not limited to incremental transfers of offenders from Washington to the assigned facility and transportation for the purpose of returning one group of offenders to Washington in exchange for bringing another group of offenders to the facility.
- 3.03.2 CCA shall be responsible for the cost and delivery of the property of Washington offenders transferred from Washington to a CCA facility during the mass transfers, and between CCA facilities. Delivery will be completed within ten days of the offenders' arrival at the receiving facility or the property will be replaced at CCA expense. After approval by CCA for placement at a CCA facility, all of the Offender's personal property will be shipped to the receiving CCA facility for issuance. CCA will be responsible for the cost of returning those property items the offender is not authorized to possess at the receiving CCA facility to a designated facility in the state of Washington.
- 3.03.3 Immediately upon the WDOC Offender's transfer into a CCA Facility, CCA shall, at their expense: 1) deposit into the Offender's account ten dollars (\$10.00); 2) provide the Offender a brief (five minute) phone call for the purpose of informing family of the Offender's safe arrival; and 3) provide the Offender with a hygiene pack that includes basic toiletries and hygiene items for the Offender's use pending receipt of the Offender's personal property and funds.

Section 3.04 Offender Funds. Funds of an individual WDOC Offender shall be provided to CCA within seven (7) working days of the WDOC Offender's transfer.

Section 3.05 Offender Work/Program Assignment Payment. WDOC Offenders shall be paid \$2.00 (or the standard wage for that assignment, whichever is greater) per calendar work day when in work assignment of six or more hours per day less deduction for mandatory payments required by RCW 72.09.470.

- 3.05.1 After each permanent move from one Out of State facility to another, offenders may receive a transitional stipend of \$1.00/day for up to the first 30 working days only. In no case will the total amount of transitional funds paid to an offender for the first 30 working days after arrival at the receiving facility exceed \$30.00. To be eligible for the transitional stipend the offender must be:

- Participating in the receiving facility's orientation program, or
- On an approved facility wait list for a work assignment. If the offender is on an approved wait list he may receive \$1.00/day for each day during that first 30 working day time period at the receiving facility.

Section 3.06 Return of Offenders to the WDOC.

- Upon demand by the WDOC, offenders will be delivered to the custody of the WDOC.
- Within 14 days of receiving a good faith request, the WDOC will accept custody of any offender CCA requests be returned to WDOC custody.
- No offender who completes his sentence, is released by court order, or is placed on probation or parole shall be released in a state other than Washington, unless that state has a detainer on the offender or has accepted custody of the offender pursuant to an interstate compact. In every other case, prior to release from custody, offenders shall be returned to the WDOC or to the custody of such jurisdiction as has agreed to take the offender.
- When a WDOC Offender returns to WDOC or transfers to another CCA facility, CCA shall provide, within seven (7) business days of the WDOC Offender's return or transfer, a check payable to Washington in the amount due the WDOC Offender, for credit to the WDOC Offender's account
- When a WDOC offender is required to be transferred to testify regarding an incident at a CCA facility, the transport will be at CCA expense.
- When a WDOC Offender returns to WDOC, CCA shall provide a transfer summary of each WDOC Offender's program activities (work, education, etc.), infraction history, and other items deemed necessary by WDOC and/or CCA staff within ten (10) business days of the WDOC Offender's transfer.

Article IV.

OPERATION OF FACILITY

Section 4.01 General Duties and Liquidated Damages. The management of WDOC offenders in the Facility shall be consistent with the management of other offenders at the Facility and in accordance with the Operating Requirements.

4.01.1 CCA shall maintain staffing levels at the Facility in sufficient numbers and rank to comply with ACA standards, maintain the safety of the public, staff and inmates and to adequately carry out the provisions of this Contract. Staffing patterns for the units and common areas occupied by WDOC offenders in each CCA facility where offenders are placed will be provided to the Washington Contract Monitor. A copy of the staffing pattern for a specific facility will be provided to the WDOC on site manager at that facility. The staffing pattern shall identify the custody (mandatory) positions for each shift. WDOC may assess liquidated damages if CCA fails to staff a custody position as identified in the staffing pattern. WDOC may also assess liquidated damages if the vacancy rate for all positions as shown on the staffing pattern for the units and common areas occupied by WDOC offenders in each CCA facility exceeds twelve percent on any day (three shifts) for more than forty-five (45) days. CCA may use contract staff and overtime to fulfill its mandatory staffing requirements. If CCA is exercising due diligence in filling staffing vacancies and the duties of the vacant post(s) are being performed through the use of



overtime, contract staff, or other alternative means, then CCA shall not be deemed in breach of this Contract and shall not be subject to an assessment of liquidated damages.

CCA shall have fourteen (14) days from the date of written notification to cure the staffing breach. If after such period, CCA has not resolved the deficiencies, the WDOC may assess damages in an amount equal to the daily rate (salary and benefits) of the vacant post or posts, per post per day, subject to a maximum of five thousand dollars (\$5,000.00) per month (in total, not per facility), as long as the vacancies continue. It is agreed that this amount is to be paid as liquidated damages, and not as a penalty, in view of the difficulty of affixing the amount of actual damages. CCA shall not be liable for liquidated damages for a failure that results from an occurrence beyond its control. Assessment of liquidated damages shall not preclude the WDOC from terminating this Contract for breach as provided herein. Withholding of payment as liquidated damages shall not relieve CCA of any of its obligations under the Contract.

CCA shall submit monthly reports to the contract monitor documenting the staffing patterns achieved for the previous month.

- 4.01.2 CCA will exercise authority to ensure that the daily operation of the Facility is in compliance with the provisions of this Contract. Subject to the provisions of this Contract, CCA shall provide WDOC Offenders care and treatment, including the furnishing of subsistence and routine and emergency medical care, provide for their physical needs, make available work, training and treatment programs, retain them in safe, supervised custody, maintain proper discipline and control, make certain that sentences and orders of the committing court are faithfully executed, provide reasonable access to the courts, and otherwise comply with applicable law. CCA will provide reports to the WDOC Contract Monitor on the adjustment of WDOC Offenders consistent with WDOC reviews, to include any required Transition Plan Reviews for offenders within eighteen months of release, using WDOC forms and formats. The case management of WDOC Offenders in the Facility shall be consistent with the case management of other offenders in the Facility unless otherwise specified in this contract or its amendments.

Section 4.02 Contract Monitors.

- 4.02.1 In administering this Contract, the WDOC shall designate a person, herein referred to as the WDOC Contract Monitor, to act as liaison with CCA's Contract Monitor, and to monitor CCA's performance under this Contract. CCA agrees to pay the reasonable cost of travel and lodging for the contract monitor to inspect each CCA facility housing WDOC offenders. Such travel shall include a three-day inspection of each facility housing WDOC offenders every six weeks. Travel expenses shall not exceed those allowable for state employees by the Washington Office of Financial Management. Until further notice is received, the WDOC Contract Monitor shall be James Thatcher, Superintendent, Out of State and Jail Facilities, Department of Corrections, Office of Correctional Operations, PO Box 41149, Olympia, Washington 98504-1149. Notifications will also be provided to the WDOC on-site Manager.
- 4.02.2 CCA's Contract Monitor or his/her designee shall act as CCA's contact person for purposes of the administration of this Contract. Until further notice is received, CCA's Contract Monitor shall be Lucibeth Mayberry or designee, 10 Burton Hills Boulevard, Nashville, Tennessee 37215.
- 4.02.3 Any change in the Contract Monitor for either party shall be effective upon ten (10) days advance written notice to the other party.



- 4.02.4 Unless otherwise provided, CCA shall permit the WDOC and any other duly authorized agent or governmental agency, to monitor all activities conducted by CCA pursuant to the terms of this Contract. As the monitoring agency may in its sole discretion deem necessary or appropriate, such monitoring may consist of internal procedures evaluation, examination of program data, special analysis, on-site checking, formal audit examinations or any other reasonable procedures. All such monitoring shall be performed in a manner that shall not unduly interfere with Contract work.
- 4.02.5 The WDOC may assign an on-site manager for the day-to-day operational issues related to ensuring contract compliance. The on-site manager will submit periodic reports to the Contract Monitor addressing contract compliance, audits, and reports, which are required, by the contract. CCA shall provide for the reasonable cost of round trip travel (transportation, lodging and per diem while in travel status) for the on-site manager and WDOC assigned counseling staff to and from the state of Washington, twice annually. CCA shall reimburse the WDOC up to one thousand dollars (\$1,000.00) per month for housing for the on-site manager assigned to North Fork Correctional Facility.

Section 4.03 Medical/Mental Health/Dental.- CCA shall provide essential health services, including medical, dental and mental health services that meet the applicable standards and levels of quality established by the ACA and NCCHC. In the case of a conflict between the standards, CCA shall follow the more stringent standard. In addition, CCA shall adhere to all applicable Federal, state, and local laws and regulations governing the delivery of health service and establish the necessary quality controls to assure all policies and procedures are designed and implemented in a manner to promote orderly and efficient delivery and management of health services to WDOC offenders. The contractor shall assign a professional medical manager who shall be responsible for monitoring the performance of all health care personnel rendering patient care at the facility.

- WDOC offenders shall be provided health services in accordance and consistent with the version of the WDOC Offender Health Plan (OHP) that is current at the time.

Should sick call be cancelled for any reason, the WDOC on-site manager shall be notified immediately.

Services- All services shall be provided at the Facility when possible. For cases requiring emergency care or care that is medically necessary but outside the capability of the providers at the Facility, e.g. specialty physician or hospital-based services, arrangements shall be made with local health care providers to obtain the required services.

CCA shall have a written plan supported by policies and procedures for providing routine and urgent medical, dental and mental health services. In accordance with ACA and NCCHC Standards, the plan shall also include, but not be limited to providing:

- 24 hour care, seven days a week emergency medical, dental, and mental health care;
- a working defibrillator and an emergency crash cart; an on-site pulse oximeter with staff trained in its use; access to emergency care in the facility and emergency transport;
- initial health screening;
- health appraisal examination;
- daily triaging of complaints and kites by a licensed health care provider,
- sick call procedures with a health practitioner, including offering this service at least 4 days per week;

- outpatient medical, dental, and mental health services, including diagnostics and physical therapy;
- inpatient medical services;
- special medical programs and services for, but not limited to, offenders with chronic needs or requiring convalescent care,
- mental health and substance abuse services;
- adequate staffing of trained professional health services staff and support staff;
- pharmaceutical services and supplies;
- no cost to the WDOC Offender for medication refills and renewals;
- optometric services;
- health education;
- medical diets;
- infection control; and
- quality control/peer reviews.

Initial/Preliminary Screening- All screening will be conducted by qualified health care personnel on all offenders within 48 hours of the offender's arrival at the Facility or within such other time limit as prescribed by ACA or NCCHC Standards. Review of medical transfer forms will be conducted immediately on arrival to determine intervention before full screening. Screenings will include, but not be limited to:

- an inquiry into the offender's health care history, including status of current modalities and medications;
- an observation of the offender's behavior, physical limitations and capabilities and current physical condition; and
- an immediate referral to appropriate health care professionals, for emergency care, prescription management, or modality authorization.

At initial screening, all offenders will receive orientation about the Health Services Unit, including the procedures for accessing care, pill line, medication routine and diabetic glucose monitoring process.

Full Health Appraisal (Intake) - All offenders shall receive a full health appraisal within 14 days of arrival at the Facility. This health appraisal will include, but not be limited to:

- review of the earlier screening;
- review of the WDOC health care record, including documented history and problem list, medications ordered, conditions requiring ongoing treatment, and modalities authorized;
- collection of a more detailed health services history;
- medical examination, including review of mental health and dental status;
- laboratory or diagnostic tests to detect communicable disease;
- other tests and diagnostics, as indicated by exam;
- initiation of treatment, as indicated;
- development and implementation of a treatment plan, including recommendations concerning physical limitations and restrictions that effect programming, housing and job assignment;
- referral to mental health or dental specialist as indicated; and



- offender education, particularly if the treatment plan initiated by WDOC treatment plan is modified or changed.

Dental Screening, Examination and Treatment- CCA shall have written policies and procedures to assure dental screenings within 14 days of intake, exams, x-rays, and treatment are rendered consistent with the OHP and the ACA standards. The WDOC records sent to the facility will be reviewed for dental history and to identify current dental care that should be continued. Emergent services must be provided within the appropriate clinical timeframe, and routine care in accordance with the ACA and NCCHC Standards.

Mental Health Screening, Examination and Treatment- CCA shall have written policies and procedures to assure mental health screenings, evaluations, and treatment are rendered consistent with the OHP and the ACA standards. The WDOC records sent to the facility will be reviewed for mental health history and to identify current mental health care that should be continued. A psychiatrist shall be on call twenty-four (24) hours daily, seven days per week, and present onsite on an as needed basis a minimum of sixteen (16) hours per week. *Emergency requests from offenders or staff for mental health intervention (exhibiting behavior that reflects imminent harm to self or others, and/or grave disability) are to be evaluated by a qualified health professional within four (4) hours of referral. A psychiatrist must review all uses of psychotropic medications at least every 3 months for clinically stable patients and at least monthly for those patients undergoing medication adjustment or with active mental health problems.*

Infectious Diseases- CCA shall have written policies and procedures to support the management and prevent the spread of infectious diseases.

Formulary- CCA shall adhere to the CCA formulary. When the only medically appropriate and medically necessary pharmaceutical a patient needs is not on the CCA formulary, the primary care practitioner will follow CCA's procedures for obtaining a waiver.

Utilization Review/Prior Authorization- CCA shall follow the OHP including participation in Care Review Committee meetings for authorization of Level II interventions. All offenders who are transported to an outside healthcare facility on an emergent basis (emergency department, ambulatory care center, day surgery, or hospital) must be evaluated as soon as possible upon their return by a licensed medical staff member. Offenders released from the hospital must be seen by a practitioner, and if not seen immediately they must be seen at the first available appointment possible. Documentation of this evaluation in the chart is mandatory and must be legibly documented to include time, date and signature of the staff member.

Continuous Quality Improvement (CQI)

The Contractor shall institute a CQI program and Professional Peer Review process at the contract site, which shall include audits and medical record review. Physician peer review shall occur no less than annually per NCCHC standards. Within three (3) months of the contract agreement, Contractor must provide evidence that a CQI program is in place. In addition, Contractor shall make quarterly telephonic reports to the Washington State Department of Corrections Health Services Unit to provide information regarding hospitalizations of WA DOC offenders, sentinel events, the current "watch list", the current QA facility report, and the current facility Self Audit report.

Health Care Records- CCA shall have written policies and procedures to ensure appropriate and confidential management of offenders' health care records and health care information. These policies and procedures shall support standardization of preparation, format, documentation, release and



maintenance of the health care record. The health care record created at the institution is the property of the WDOC and shall be forwarded to WDOC when the offender is transferred from the facility. Release of information, including copying charges, shall be conducted in accordance with WDOC policy 640.020 and the WDOC "Health Records Guideline". The "SOAP" format for progress notes shall be used for all offender records. The contractor shall maintain medical records on paper and/or in electronic format that is in a timely, legible, and organized manner, and which permit effective and confidential quality review. Medical records include those recorded on paper, micrographics, computer electronics, audio tapes, film, photographs, videotapes, and any other recording medium.

Staffing- The Health Services Unit shall be adequately staffed with trained health care professionals and support staff to provide the level and the quality of care defined by the ACA. The responsibilities of these staff shall be clearly defined in their job description and shall be consistent with any applicable scope of practice for which they are licensed to function, as appropriate. Appropriate supervisory staff shall monitor performance of these responsibilities. Ultimate responsibility of staff performance lies with the CCA Medical Director.

Staff Training- The Health Care Administrator/Manager of the health services unit shall maintain current copies of licenses, accreditation, and certifications of the professional health care staff as appropriate. All health services staff shall participate in facility orientation and training comparable to that provided in WDOC. Medical staff must be trained to treat emergencies to include CPR, Basic Life Support and First Aid.

The Health Care Administrator/Manager shall maintain records of staff participation in facility orientation and annual training and mandatory Continuing and Professional Education requirements.

- 4.03.1 Costs- The cost of providing on-site medical, mental health or dental services (including security for hospital or clinical services off-site) through CCA staff or contracted services shall be considered normal costs incidental to the operation of the Facility and is included in the WDOC Offender per diem rates, except that the WDOC shall pay for:
- a). All expenses for medically necessary, emergency care as described in the OHP. This includes, but is not limited to medical, surgical, mental health, and dental care delivered in an ER, practitioner's office, or inpatient or outpatient hospital setting.
 - b). One hundred percent (100%) of all authorized (as defined by the OHP), off-site non-emergent health care expenses and all autopsies. CCA will be responsible for all costs of care which is non-emergently delivered AND not Level I (not authorized).
 - c). All HIV or AIDS related inpatient and outpatient medical costs and the costs of providing AZT or other medications therapeutically indicated and medically necessary (as defined in the OHP) for the treatment of offenders with HIV or AIDS. CCA shall notify the WDOC of any offender diagnosed with HIV or AIDS within three (3) working days.

Incidental costs associated with routine blood testing done as part of the disciplinary process or periodic testing required by CCA or the state DOC in which the facility is located are included as part of the per diem rate.

- 4.03.2 The WDOC shall not be responsible for the payment of elective or experimental medical procedures or for medical care required as a result of negligence or intentional misconduct on the part of the Facility, its employees, or subcontractors or for care which could have foreseeably been prevented.



- 4.03.3 Offenders will be assessed a co-payment fee for offender initiated medical, dental and mental health care services in accordance with the WDOC Health Care Co-payment Program, policy 600.025. (Appendix A), and which shall be remitted to the WDOC.
- 4.03.4 Medical billings from outside vendors shall be submitted to WDOC within thirty days of receipt. All billings will be submitted with a summary cover sheet consisting of each offenders' name, WDOC number, date of service, vendor paid, and dollars paid.
- 4.03.5 Upon return to the WDOC, CCA shall provide the original (or a copy) of the health records of all health care delivered while under CCA jurisdiction, including, but not limited to all CCA health records, community hospital records, radiology reports and films, consultant reports, laboratory results. In addition, CCA will provide a health summary prepared by one or more practitioners, appropriate to the complexity of the case.

Section 4.04 Death of an Offender.

- 4.04.1 In the event of the death of a WDOC Offender, CCA will immediately notify the WDOC Monitor and the onsite monitor/designee via telephone and shall have the cause and circumstances of the death reviewed by the coroner of the local jurisdiction. If requested by the WDOC, CCA shall obtain an independent autopsy. This autopsy shall be paid for by the WDOC. A certified copy of the death certificate and the offender's file and medical records will be forwarded to the WDOC.
- 4.04.2 CCA shall furnish all information requested by the WDOC, and follow the instructions of the WDOC with regard to disposition of the body. The WDOC will notify the relatives of the deceased offender, if any, as soon as practicable after death.
- 4.04.3 All expenses relative to any necessary preparation and shipment of the body shall be the responsibility of the WDOC.

Section 4.05 Offender Work and Programs. - Program opportunities in all areas of the facility will be offered proportionally for offenders meeting published program criteria based on the percentage of the total facility population represented by the number of Washington offenders.

- 4.05.1 All eligible offenders shall be afforded the opportunity to participate in programs, occupational training, and work on the same basis as other offenders housed at the Facility. Ineligible offenders are those who are ill, unable to work due to age or handicap, and those in administrative or disciplinary lockdown. No WDOC Offender shall participate in any program, training or work outside the fenced Facility unless approved in writing by the WDOC contract monitor or designee.
- 4.05.2 All eligible offenders will be productively occupied for at least 30 hours per week in work, education, vocational, and/or major habilitation programs. Offenders shall not be paid for participation in any program for which an offender in the state of Washington would not be paid.
- 4.05.3 Programs shall include: Educational programs (basic literacy, adult basic education, general educational development, ESL (English as a second language); recreational programs; cognitive behavioral programs; self-help programs (AA/NA); and vocational/technical programs, as available.
 - 4.05.3.1 CCA shall provide notification 14 days in advance, whenever possible, to the on-site WDOC manager when programs are terminated. The notification shall provide the reason for the cancellation and the projected start date if the program is expected to resume in the future.



4.05.3.2 Should a program be cancelled for any reason, CCA shall notify the on-site WDOC manager immediately.

4.05.4 WDOC on-site staff may order an offender to work or attend school or vocational program. In the event an offender refuses, he/she may be charged with a violation of WDOC serious infraction #557 under WAC 137-28-260. CCA will administer the WDOC disciplinary proceedings for a violation of this infraction.

4.05.5 CCA may dispose of or consume all products produced by any offender participating in work or vocational programs. CCA will bear all costs and retain all proceeds there from. For WDOC offenders involved in work programs the product of which is sold to other agencies or organizations, CCA shall provide a pay gratuity of \$2.00 per day or the standard wage for that job assignment, whichever is higher. Payment of this gratuity for more than 23 days per month requires approval by CCA and the WDOC.

4.05.6 Washington offenders participating in a Prisons Industry Enhancement (PIE) or other than a Class 3 institution support work assignment will be paid from funds provided from those industries.

4.05.7 In the case of craft programs, the crafts may be sold and proceeds of any sale retained by the offender in accordance with the rules of the Facility.

Section 4.06 Religious Opportunity. CCA will provide adequate space and opportunity within the Facility for religious services. CCA will ensure that religious diets are in compliance with constitutional and American Correctional Association requirements.

Section 4.07 Recreation. Offenders shall be provided indoor and outdoor recreational opportunities on a daily basis, except for offenders in lockdown status.

Section 4.08 Telephone. Access to telephone service shall be provided to WDOC offenders comparable to access provided to other offenders by CCA.

Section 4.09 Clothing. CCA will be responsible for laundry and repair or replacement of offender clothing including deck shoes and work assignment shoes during the WDOC Offender's incarceration at the Facility to ensure clean clothes and bedding on a weekly basis.

4.09.1 Upon admission, a minimum of three (3) sets of clean CCA uniforms and four (4) sets of undergarments (including t-shirts and underpants) and socks, clean bedding (to include sheets, blanket(s) pillow and pillow case and mattress), climate appropriate outer wear (jackets, etc.), and deck shoes or other appropriate footwear shall be provided WDOC Offenders. At the Florence facility only three t-shirts are issued. T-shirts may need to be replaced more frequently for offenders engaged in certain work activities, e.g. kitchen, maintenance or painting crews. In addition, offenders shall receive footwear appropriate to their work assignment. CCA shall ensure tennis shoes are available for offender purchase in the commissary.

4.09.2 WADOC offenders shall be allowed to possess one pair of shower shoes, one pair of personal tennis shoes purchased by the offender, and one pair of deck shoes or other appropriate footwear that may be required for performing their work assignment.

4.09.3 When a WDOC offender is given a work assignment that requires the issue and use of other than deck shoes, the deck shoes issued by the facility will be turned in, unless the offender has no personal tennis shoes.



- 4.09.4 The offender may have two pair of personal tennis shoes provided the shoes meet the requirements for issue by CCA. The offender will be required to turn in any footwear issued for his work assignment in order to use his personal footwear on his work assignment. In addition, the offender must sign a release indicating that he releases WADOC and CCA of all responsibility for damage or wear and tear of the personal property that may occur from use as work footwear.
- 4.09.5 The facility shall provide a washer and dryer and laundry supplies as approved by the WDOC in each living unit occupied by WDOC offenders at no charge.
- 4.09.6 At CCA facilities during seasons when the temperature normally drops below 0° Fahrenheit Washington offenders will be issued one additional blanket when the offender submits a written request for one. CCA will make thermal underwear available through issue or for purchase and use by the offenders.

Section 4.10 Commissary and Mail. Offenders will be provided with commissary and mail service. CCA shall retain the profits from the commissary operation. Indigent Offenders shall be provided with supplies for correspondence and up to the price of ten (10) first class letters per month. However, no request for mailing of verified legal pleading will be denied under this provision regardless of postage limit or financial status of the offender. CCA is entitled to recoup postage fees when the Offender has sufficient funds in his account. Mail (incoming or outgoing) which is clearly identified on the outside of the envelope as legal mail, as defined by WADOC policy shall be inspected only in the presence of the offender. Legal mail shall not be read without a search warrant but may be scanned in the presence of the offender to verify legal mail status and that the mail is free of contraband.

Section 4.11 Visitation. CCA shall provide space, opportunity, furniture, and equipment for visitation. Contact visiting shall be provided unless individual security concerns dictate otherwise. CCA shall adopt flexible visiting policies for visitors traveling from out of state. Visitors on WDOC's approved visitors list shall be approved by CCA unless security concerns indicate otherwise. CCA will provide an annual fund of two hundred and eighty -four thousand, seven hundred (\$284,700) per year for family friendly activities. Any unexpended funds shall be carried forward to the next year and paid to the department at the termination of the contract. WDOC will administer this fund. This fund shall be based on an annual ADP of 1000 offenders and shall be adjusted pro rata up or down by the percentage difference between 1000 and the actual ADP.

Section 4.12 Grievance Procedure.

- 4.12.1 CCA will process and respond, within reasonable timeframes, to all WDOC Offender grievances consistent with CCA grievance procedures. WDOC Offenders shall be required to use CCA grievance procedures for all complaints related to CCA staff, access to CCA facilities and programs, living conditions, and institutional operations. WDOC Offenders may use WDOC grievance procedures for issues directly related to WDOC staff and non-transference of property or funds from WDOC.
- 4.12.2 CCA shall provide the WDOC Contract Manager a monthly summary of grievances by volume and type. Any grievance type rating 25% of the total volume or higher shall result in a documented investigation and analysis to determine appropriate corrective action, with an estimated timeframe for completion of the identified corrective action.
- 4.12.3 Generally CCA will attempt to respond to grievances within three to five business days unless investigation or other matters require additional time.



Section 4.13 Access to Courts. CCA will provide opportunity for meaningful access to federal and Washington State legal materials at the Facility in accordance with security and operating needs.

- 4.13.1 Every attempt should be made by CCA to provide WDOC Offenders in segregation and protective custody access to the law library collection established pursuant to this section providing their participation is consistent with the safety and security of the Facility. If direct access cannot be provided WDOC Offenders in segregation or protective custody, a process shall be established allowing WDOC Offenders in segregation or protective custody to request reasonable numbers of materials from a law library.
- 4.13.2 The WDOC shall provide Washington State legal materials required to meet constitutional standards via computer and appropriate software. CCA shall provide on site technical service based on available expertise to ensure that the Washington Law library computer(s) are maintained and the software programs and updates are properly installed. CCA shall provide a secure and monitored location to house said computer and associated peripherals.
- 4.13.3 CCA shall make available federal law material; typewriters, including ribbons, and typing paper; notary services; copying services, including copy paper; legal size envelopes; sufficient to meet constitutional standards. Items such as paper supplies and copying shall be provided and shall be available free of charge to indigent WDOC Offenders. WDOC Offenders need not be afforded access to copy machines, however, CCA shall provide a copy of specific information, such as a page from a law book, upon request by a WDOC Offender. A common copy/print fee shall be set by CCA.
- 4.13.4 CCA shall provide access to law material when staff has scheduled absences, due to vacations, extended leave or training.

Section 4.14 Offender Records and Progress Reports.

- 4.14.1 Offender institutional records regarding WDOC Offenders while at CCA shall be collected and maintained on-site by CCA in accordance with WDOC record keeping practices and Operating Requirements governing confidentiality. Upon request, all records, reports, and documents related to WDOC offenders, including employee records, shall be made available immediately to the WDOC Contract Monitor for review. When an offender is transferred from the Facility, the record provided by the WDOC and additional information compiled while the Offender was at the Facility will be forwarded to the WDOC. The record consists of reports, timesheets, staff memos, correspondence, and other documentation relating to behavior of the WDOC Offender.
- 4.14.2 CCA shall define a local level of case planning, subject to WDOC review and approval. Case planning information will be included in each WDOC Offender's progress report prepared by CCA and submitted to WDOC once per year as designated by the WDOC onsite staff. The progress report shall include narrative sections describing the following subjects: programming; serious infraction record; medical; mental health; community support; counselor comments; recommended custody and placement changes; and offender comments. A copy shall be provided to the WDOC Offender and on-site WDOC staff. WDOC Offenders' appeals of the counselor comments/recommendations in the progress report shall be appealed to the WDOC Out of State Facility Superintendent or designee.
- 4.14.3 CCA shall also prepare a Transition Review for offenders within eighteen months of release.

Section 4.15 Transportation & Security. CCA will provide security for Offenders assigned to the Facility whether in the Facility or elsewhere. CCA will provide transportation to and from medical appointments, emergency medical care, and state and federal court appearances within 75 miles of the Facility.

Section 4.16 Removal of Offenders from the Facility. Except for emergency health care needs, WDOC Offenders shall not be assigned from the Facility without express prior authorization from the WDOC.

Section 4.17 Use of Force. CCA's use of force policy and training program for security staff shall be approved by the WDOC prior to offenders being transferred to the Facility. Following any use of force involving injuries, an incident report shall be prepared and the WDOC staff OD shall be notified pursuant to Section 4.19, "Notification of Incidents, Emergencies, and Escapes".

Section 4.18 Escapes. In the event of the escape of a WDOC Offender(s) from CCA's physical custody, CCA shall, in addition to efforts to apprehend such WDOC Offender, immediately notify the WDOC and make notification to the onsite staff officer of the day (OD) and the shift Lieutenant at the Washington Corrections Center (360-426-4433 ext. 4622), who will broadcast the escape for WDOC for the un-served portion of the offender's minimum. CCA staff will notify the National Criminal Information Center (NCIC) of the escape and notify local law enforcement agencies in the same manner it uses for CCA escapes.

Section 4.19 Notification of Incidents, Emergencies, and Escapes.

- 4.19.1 Incidents involving/impacting WDOC Offenders are to be reported consistent with WDOC Policy and Directive No. 400.100, which is attached as Appendix B and incorporated herein. Such incidents are to be reported to the WDOC on-site monitor and the WDOC Contract Monitor within 24 hours of the occurrence. Incidents are to be recorded on the Tele-Incident Report Form provided by the WDOC. A copy of the Tele-Incident Report Form shall be provided the WDOC onsite staff and a copy faxed to the WDOC Contract Monitor, (or designee/ replacement) at (360) 586-2276 within 24 hours of the occurrence of the incident. CCA and the WDOC will provide each other with a list of name, phone, and fax numbers for personnel to whom inquiries regarding fiscal, medical, and operations matters should be directed. For incidents involving any offender, CCA will send to WDOC Contract Manager and on-site manager, reports on incident on a timely basis.
- 4.19.2 CCA shall administer discipline for all WDOC offenders following the provisions of Washington Administrative Code (WAC 137-28-160) and the Washington Presumptive Sanctions Policy. Any sanction which recommends the loss of good time, may be appealed to the WDOC Out of State Facility Superintendent, who will be the final arbiter of the matter.
- 4.19.3 CCA will notify the WDOC on-site manager and the WDOC immediately by telephone (the WDOC Contract Monitor shall be contacted during business hours, otherwise the WDOC Duty Officer (Shift Lieutenant) shall be contacted at (360) 426-4433 x4622) and a Tele-incident report shall be faxed to the WDOC Contact Monitor within 24 hours for any:
- a) Offender escape;
 - b) Use of deadly force;
 - c) Use of force in which there is an injury requiring medical treatment;
 - d) Assault, including sexual assault, by an employee, offender, or civilian;



- e) Disturbance involving three or more offenders which is not brought under control within 15 minutes;
 - f) Death of an offender;
 - g) Rape of an Offender;
 - h) Property destruction rendering a living unit or support service area unusable;
 - i) Hostage situation;
 - j) Use of chemical agents requiring medical treatment.
- 4.19.4 All other incident reports, medical pre-authorizations, notices of emergency, medical treatments, and removal of Offenders from the facility shall be faxed to the WDOC Contract Monitor within twenty-four (24) hours of the incident. The Facility shall inform the WDOC of all significant incidents involving WDOC Offenders assigned to the Facility within twenty-four (24) hours of occurrence. Significant Incidents include Serious Infractions, inmate deaths, and all non-routine inmate movement from the Facility, including emergency medical moves and removals from population to a WDOC operated facility, and other such moves. Incidents described in this section shall be reported to appropriate WDOC staff as described in WDOC Administrative Regulation Chapter 137-28 WAC, Prisons Discipline.
- 4.19.5 Disciplinary reports, reclassification requests, or diagnoses that an offender is HIV positive shall be mailed to the WDOC Contract Monitor weekly. Additionally, the Facility shall forward to the WDOC Contract Monitor a monthly report detailing the disciplinary actions taken on WDOC Offenders. The content and form of the report will be mutually agreed upon by the CCA Contract Monitor and the WDOC Contract Monitor.
- 4.19.6 CCA will provide a quarterly report to the WDOC Contract Monitor that chronicles/summarizes significant activities occurring during the quarter, and will be in the following format:
- Cover
The standard cover shall identify the Facility and name of reporting staff member.
- Section 1: Institution Specific Issues:
- This section will reflect issues related to individual Facility intelligence and investigation activities, and contain the findings of a trend analysis for the following items:
1. Rule infractions.
 2. Results of significant contraband recoveries, such as the number and type of weapons found, narcotics, etc.;
 3. Urinalysis screening;
 4. Requests for protective custody;
 5. Inmate store orders, e.g., stockpiling;
 6. Lockdowns for cause
 7. Visiting program contraband recoveries;
 8. Inmate/staff confrontations, including threats against staff;
 9. Incidents and type of inmate violence;
 10. Inmate deaths; and
 11. Staff turnover by type
- Section 2: Outside Referrals:



This section will report each inter-departmental intelligence or investigative contact, as well as referrals to outside law enforcement agencies. It will also designate the status of the referral, i.e., investigation being conducted, referral to prosecutor, no prosecution decision, etc. These cases need to ensure confidentiality of disclosure consistent with WDOC policy.

Section 3: Substance Abuse Activity:

This section will provide a general statement concerning drug activity, and a report of substance abuse testing data within the Facility. It will also include information on the types of narcotics found, and strategies for dealing with these activities.

Section 4: Analytical Paragraph:

This section will present an analysis of the information that has been gathered, i.e., any findings related to the analysis of investigative reports, and conclusions drawn from the analysis of problems pertaining to:

- Physical plant, to include grounds and work areas;
- Operating procedures and post orders; and
- Recommendations for corrective action which should be taken in order to correct the problems, if any, listed above.

4.19.7 CCA shall furnish copies of any regularly generated reports that are requested by the WDOC.

Section 4.20 Earned Time/Good Time. CCA shall furnish specific information to the WDOC in accordance with WDOC Policy Nos. 320.150, 350.100, and 350.120 for purposes of award or forfeiture of earned/good time for eligible offenders. The final decision on awarding or forfeiture of earned/good time rests with the WDOC Out of State Facility Superintendent, or designee.

Section 4.21 Sentence Computation. CCA will furnish the WDOC with the following information for sentence computation purposes: infractions, work assignments, program assignments, and performance. The final decision with respect to sentence computation rests with WDOC. Sentence computation will be done by the WDOC. The WDOC will furnish adjusted release dates to CCA as necessary.

Section 4.22 Classification. Any Offender may be administratively transferred to a higher security level pending approval by the WDOC. No Offender may be transferred to a lower security level without prior approval of the Department.

Section 4.23 Facility Space for Hearings, Inspections, Audits, and Contract Monitors.

4.23.1 Adequate facilities for any hearings, inspections, audits, and related WDOC case management activities, including furniture, equipment, on-site clerical support, and security staff, shall be made available to WDOC employees.

4.23.2 CCA will make available office space for counselor(s); clerical support, telephone, access to data line (s), and furniture for on-site WDOC staff at the Facility in the ratio of one staff person per 100 WDOC offenders. Office space and similar accommodations shall also be provided for supervisory staff. Shared office space is permissible for offices outside of offender units. In addition, in facilities housing WDOC offenders that do not have on-site WDOC staff, CCA shall provide office/interview space for WDOC staff visiting the facility.

4.23.3 The WDOC shall reimburse CCA for expenses related to on site WDOC staff mailing of work related materials. CCA may separately invoice WDOC for such expenses monthly or quarterly.



4.23.4 CCA will complete a minimum of three (3) documented internal audits per month, two (2) from the mandatory list and one (1) from the essential list, itemized in Appendix C. Unless a specific audit demonstrates compliance deficiencies or there are major changes in applicable law, rule, standard, and/or policy, for purposes of complying with this section, no individual audit will be repeated more frequently than annually. Audit reports will be submitted to the WDOC Contract Monitor; and where there are demonstrated deficiencies, it will be accompanied by an action plan for correcting the deficiencies. CCA may use its monitoring instruments provided that they address all the issues identified in Appendix C.

4.23.5 Unless required more frequently by law, rule, standard and/or corporate/local policy, CCA will complete documented formal inspections of the following areas, according to the stipulated schedule:

Security:	per shift
Sanitation	quarterly
Fire/Safety	semi-annually
Environmental Health	annually

Copy of inspection reports will be submitted to the WDOC Contract Monitor in a format provided by CCA, to include action taken to correct noted deficiencies.

Section 4.24 Public Information. Facility or other officials of CCA shall not be authorized to release publicity concerning WDOC Offenders. They shall not release personal histories or photographs of WDOC Offenders or information concerning their arrivals or departures, except as provided herein. However, information from public records such as sentence data or information concerning the escape of a WDOC Offender, may be given directly to the news media by CCA. CCA may photograph WDOC Offenders as a means of identification for official use only. Photographs of a WDOC Offender may be disseminated to appropriate law enforcement officials and the news media in the event of any escape from CCA's physical custody by such WDOC Offender. Any requests for information regarding WDOC Offenders or requests for interviews of WDOC Offenders shall be referred to the WDOC Office of Media Relations. When the Office of Media Relations decides the request, it shall timely respond to the Facility through the WDOC Contract Monitor's Office. CCA shall make arrangements for such interviews at the reasonable discretion of CCA. CCA shall release or withhold information in accordance with WDOC direction.

Section 4.25 Inspections. The WDOC shall have the right to inspect and/or audit the Facility at its discretion, with or without advance notice.

Section 4.26 Offender Account Deductions. CCA will make deductions and withdrawals from offender accounts as required by Washington statute and department policy according to WDOC Policy and remit such funds to WDOC on a monthly basis. All deposits to an offenders account are subject to deductions except for deposits from Veterans Affairs, Social Security Administration, a settlement from a 42 USC 1983 case or tribal funds protected by federal statute. CCA shall submit to the WDOC on a monthly basis, or as otherwise agreed, a report or list, in WDOC approved format, containing the inmate name; Washington State DOC number or social security number; the types of deposits and amounts made to the offender's account; and the types of mandatory deductions taken and the amounts. A list of deductions is shown in Appendix D. All deposits to an offenders account would be considered other deposits unless it is from Veterans Affairs, Social Security Administration, a settlement from a 42 USC 1983 or tribal funds protected by federal statute. Mandatory payments required by RCW 72.09.480 shall be handled by the WDOC in accordance with Section 3.04.



Section 4.27 Policy and/or Procedure Changes. CCA shall provide a fourteen (14) day written notice to all WDOC Offenders and the on site WDOC manager before policy and/or procedure changes related to Sections 4.05; 4.06; 4.07; 4.08; 4.09; 4.10; 4.11; 4.12; 4.13; 4.21; 4.22; and 4.23. Fourteen days notice is not required when the policy or procedure change is necessary to address immediate security or emergency conditions as declared by the Warden with the concurrence of the WDOC Monitor.

Section 4.28 Administrative Segregation Placement. - Due Process and Conditions of Confinement. CCA shall provide appropriate due process and conditions of confinement consistent with the requirements in this contract.

4.28.1 The following minimum due process is required when a WDOC offender is placed in administrative segregation:

- ◆ If the Warden/designee retains the offender on administrative segregation, CCA staff will conduct a weekly administrative segregation review with the offender beginning one week from the time his initial administrative segregation review was conducted. After the offender has been on administrative segregation for a period of eight weeks, CCA staff will then conduct monthly administrative segregation reviews.
- ◆ The offender shall be provided written notification of the specific reason for administrative segregation placement within 24 hours of the placement.
- ◆ The offender shall be provided an initial review of the segregation placement within 72 hours of the segregation placement, and
 - Shall be provided 24 hours notice of the initial review, and
 - Have the opportunity to attend the review to provide a formal response to the reason(s) for placement. (The offender may waive his appearance at the meeting), and
 - Have the right to request witness statements, and
 - Have the right to an interpreter or staff advisor if unable to speak and understand English or is deemed by the review committee to be incapable due to mental or physical impairment to present his response to the reason(s) for placement, and
 - Have the right to review non confidential information resulting in their current placement, and
 - Have the right to have their input available to the decision making authority at the time their case is reviewed by the decision making authority.
- ◆ The offender shall be advised of the recommendation of the review committee and
- ◆ Shall be advised that he may appeal the recommendation within 48 hours to the facility warden, and
- ◆ The facility warden will consider the offender's response to the reason(s) for placement and appeal of the review committee's recommendations (if there is one) when making the final decision regarding the offender's continued placement or release from segregation.
- ◆ The Warden/designee's decision regarding continued placement or release from segregation will be provided to the offender in writing within 72 hours of the decision.

4.28.2 CCA shall ensure that the conditions of confinement for WDOC offenders placed in segregation include:

- ◆ The ability of the offender to write and mail two non-legal letters per week, at CCA expense. Postage not to exceed the cost of a first class stamp on each letter.



- ◆ The ability to participate in programs while on an administrative segregation status longer than 60 days, to include, but not limited to, the following programs: General Educational Development (GED), English as a Second Language (ESL), and Life Skills (including Victim Awareness).

Section 4.29 Food Service. - Where CCA offers multiple levels of food service/selection the highest level offered at the facility will be provided DOC Offenders as part of the agreed per diem.

Section 4.30 Subject Matter Experts. – CCA agrees to pay the reasonable cost of travel, lodging and per diem for up to four trips to each facility where WDOC offenders are housed per contract year for the purpose of training. In addition, CCA shall pay for travel and lodging and per diem for quarterly medical audits performed by up to two WDOC staff at each facility and one WDOC staff for an annual food services audit at each facility.

Article V. FACILITY EMPLOYEES

Section 5.01 Independent Contractor. CCA shall perform its duties hereunder as an independent contractor and not as an employee. Neither CCA nor any agent or employee of CCA shall be or shall be deemed to be an agent or employee of the state of Washington. CCA acknowledges that CCA and its employee are not entitled to unemployment insurance benefits unless CCA or a third party provides such coverage and that the WDOC pay for or otherwise provide such coverage. CCA shall have no authorization, express or implied to bind the WDOC to any agreements, liability or understanding except as expressly set forth herein.

Section 5.02 Personnel. Personnel shall be retained to deliver twenty-four (24) hour care and supervision to incarcerated individuals, as well as administrative and support service personnel for the overall operation of the Facility, in accordance with the Operating Requirements. Prior to employment at the Facility, applicants shall be subjected to a thorough background check. CCA will provide sufficient coverage for sick leave, annual leave, training, meals, breaks, and other events that take officers away from their duties consistent with the CCA staffing management plan.

5.02.1 CCA caseworkers dedicated to WDOC offenders shall be provided at the ratio of one caseworker per one hundred and twenty-five offenders. Facilities housing more than 125 WDOC offenders but fewer than 250 WDOC offenders shall have two CCA assigned caseworkers. An additional CCA caseworker shall be assigned at every 125 offenders (or portion thereof) increment. At facilities housing fewer than one hundred and twenty-five WDOC offenders, a portion of the facility caseworker's time shall be dedicated to WDOC offenders in accordance with the above 1/125 ratio. The CCA caseworker will have primary responsibility for meeting CCA contract obligations with regard to the day to day operational issues, questions, and concerns of the WDOC offenders assigned to their caseload. (i.e. responding to inquiries (kites) addressing pay and property questions, etc.)

5.02.2 Investigation/Intelligence (I&I) and Security Threat Group (STG) services will be provided by CCA. CCA I&I and STG services shall include but not be limited to monitoring telephone calls and mail, conducting investigations related to WDOC offender activities/behavior, addressing STG related issues such as providing information when available to the on-site WDOC manager to update the WDOC STG database; documenting and sharing information related to new tattoos and or recruitment activities, etc. Such services shall be provided at a level proportional to the facility population



5.02.3 CCA shall provide clerical support of 0.5 staff to support the WDOC on-site staff at each facility where WDOC offenders are housed.

Section 5.03 Training. CCA will train all security personnel of the unit before they begin to assume duties within the unit. Minimally this training will include 160 hours of curriculum approved by CCA. Following the completion of the training each employee will be provided a minimum of 16 hours of structured, supervised on-the-job-training. CCA expressly agrees, as a consequence of electing to perform its own training, that it will be solely responsible for any and 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 in connection with such training.

Article VI. COMPENSATION AND ADJUSTMENTS

Section 6.01 Compensable Offenders. The terms of this Contract apply only to WDOC Offenders. Nothing in this Contract shall be construed to impose upon the WDOC any financial or other obligations for any non-WDOC Offender housed in the Facility. CCA's costs of operations including legal services and the risks of physical damage to the Facility incurred as a direct result of the placement of a WDOC Offender in the Facility shall be considered usual costs incidental to the operation of the Facility and part of the costs reimbursed by the fixed per day per WDOC Offender compensation of Contract section 6.02.1.

Section 6.02 Payment. The WDOC shall pay directly to CCA, as follows:

6.02.1 \$60.68 per Offender Day per WDOC Offender housed under this Contract (Per Diem). The Per Diem rate shall be fixed through June 30, 2008. Effective July 1, 2008 and July 1, 2009, the per diem rate shall be increased by three and one-half (3.5%) percent. The per diem and associated annual increases shall be negotiated between the parties for any extension term of this Contract

6.02.2 Reimbursable Expenses as set forth in Sections 4.03.1 and 4.03.2 of this Contract.

Section 6.03 Billings. CCA shall send the original statement to the WDOC on the tenth day of each month for the number of Offender Days incurred during the preceding month and for Reimbursable Expenses. The statement shall provide such information and use such forms as the WDOC may specify. All amounts payable under the Contract shall be due within thirty (30) days from receipt of the bill by the WDOC. A copy of the statement shall be provided to the on-site manager within one business day of generating the invoice.

Section 6.04 Billing Disputes. If the amount to be paid is disputed by the WDOC, then the WDOC, on or before the date the invoice is payable, shall advise CCA of the basis for the dispute and pay the amount of such invoice that is not in dispute as provided in Section 6.03. If the parties cannot resolve the dispute within thirty (30) days after the notification of the dispute, either party may initiate dispute proceedings as provided herein.

Section 6.05 Taxes. CCA shall pay all local, state, and federal taxes, if any, with respect to the operation of the Facility.

Section 6.06 Utilities. CCA shall pay all utility charges or regulatory charges incurred or imposed with respect to the Facility.

Article VII.
LEGAL PROCEEDINGS, INDEMNIFICATION & INSURANCE

Section 7.01 Representation and Indemnification by CCA.

CCA shall defend, indemnify, and hold the state of Washington, its officials, agents, and employees harmless for and against:

7.01.1 Subject to the limitations otherwise stated herein, any and all claims arising from, or as a result of, this Contract, including, without limitation, any and all claims arising from:

- a) Any breach or default on the part of CCA and/or the Facility in the performance of the Contract;
- b) Any claims or losses for services rendered to CCA by any person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract;
- c) All claims and any losses to any person injured or property damaged from the negligent, grossly negligent or intentional acts or omissions of CCA, its officers, agents, or employees in the performance of the Contract;
- d) Any failure by CCA, its officers, agents, or employees to observe the Constitution or laws of the United States (including civil rights claims) or the Constitution and laws of the states of Washington or the laws of the state wherein the facility is located; and
- e) Any claim resulting from an act of an offender while in the custody of CCA pursuant to this Contract.

7.01.2 All costs, reasonable attorney's fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon.

7.01.3

- a) In case any action is brought against the WDOC by reason of any such claim, CCA, upon notice from the WDOC, shall defend against such action with qualified counsel at CCA's expense. The WDOC shall have the right, at its own expense, to retain separate counsel or utilize counsel for its insurance carrier to represent the WDOC regarding claims or portions of claims for which CCA does not have indemnity obligations. No settlement may be entered into with respect to any claim that may require the WDOC to take action financially, operationally, or otherwise, without notice and an opportunity to object by WDOC. Should WDOC refuse to participate in the settlement, CCA shall continue with the defense of the case, but their liability shall be limited to the amount CCA would have been obligated to pay under the proposed settlement.
- b) In defending the WDOC, its officials, agents and employees, CCA shall provide information and updates as requested by the WDOC's Attorney General's Office (AGO) so that the AGO may, in its discretion, enter any legal proceeding on behalf of the WDOC, its officials, agents or employees.
- c) CCA shall not be responsible for defending or indemnifying the state of Washington against any claim arising out of any act or omission on the part of the WDOC, its officials, agents, servants, or independent contractors (other than CCA) who are directly responsible to the state of Washington.

Section 7.02 Representation and Indemnification by WDOC. The WDOC will defend any post conviction action, including criminal appeals and federal writs of habeas corpus, by any WDOC Offender challenging the underlying judgment of conviction, the calculation of good time pursuant to Section 4.20 of this Contract, or calculation of adjusted release dates pursuant to Section 4.21 of this Contract. The

WDOC shall also defend and indemnify, to the extent allowed by state of Washington law, CCA should it be sued in an action contesting the legality of any WDOC Offender's transfer to the Facility.

Section 7.03 Workers' Compensation and Unemployment Insurance Compensation. CCA and its subcontractors shall maintain such workers' compensation insurance and unemployment compensation as is required by law.

Section 7.04 General Liability Insurance

- 7.04.1 CCA shall maintain a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, CCA is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
- 7.04.2 In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by CCA, CCA shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident.
- 7.04.3 CCA will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsible in any way for claims filed by CCA or their employees for services performed under the terms of this contract.
- 7.04.4 CCA will provide the Department with two copies of the certificates of insurance for each coverage required under the contract. One certificate shall be sent to the Contracts and Legal Affairs Section, P.O. Box 41114, Olympia, Washington 98504-1114, and the other certificate shall be provided to the Institution's Business Office. CCA shall immediately notify the Contracts and Legal Affairs Section and said Business Office in the event such policy is terminated, canceled, or modified.

Section 7.05 Defense/Immunity. By entering into the Contract, neither party waives any defenses that may be extended to it by operation of law including claims of immunity or limits on the amount of damages.

Section 7.06 Notice of Claims. Within ten (10) business days after receipt of a summons or claim by either party in which the other party or any agent, employee or officer thereof is named defendant, the party receiving the notice or claim shall notify the other in writing. Failure to comply with the notice requirements can result in a refusal to indemnify, if such failure to notify results in prejudice to CCA or WDOC, or any of their agents, employees, or officers.

Section 7.07 Risk of Physical Damage to Facility The risks and costs of physical damage to CCA's Facility incurred as a direct result of the placement of WDOC's offenders in the Facility shall be considered usual costs incidental to the operation of the Facility and part of the costs reimbursed by the fixed rate per-offender day as provided by Section 6.02. This does not preclude CCA from taking action against an offender who causes such damage.



Article VIII.
DEFAULT AND TERMINATION

Section 8.01 WDOC Default. Each of the following shall constitute an Event of Default on the part of the WDOC:

8.01.1 Failure by the WDOC to make payments to CCA under this Contract within thirty (30) days after such payment is due, except for such payments as may be the subject of a valid dispute between the parties and said dispute is being actively negotiated or attempted to be resolved. Such failure to timely pay by the WDOC shall be subject to interest afforded by Washington statutes and regulations without imposition of default.

8.01.2 Except for the obligation to make payments to CCA, the persistent or repeated failure or refusal by WDOC to substantially fulfill any of its obligations under this Contract, unless justified by an act of God or unless excused by the WDOC's default.

Section 8.02 CCA Default. The persistent failure or refusal by CCA to substantially fulfill any of its obligations under this Contract, unless justified by an act of God or unless excused by default of the WDOC, shall be a default.

Section 8.03 Notice of Breach. No breach of this Contract by either party shall constitute an Event of Default and no action with regard to same may be instituted unless and until the party asserting a breach specifies that a default or defaults exist(s) that, unless corrected or timely cured, will constitute a material breach of this Contract on the part of the party against which a breach is asserted. Nothing in this section is intended to prevent any party from terminating this Contract pursuant to Article II of this Contract.

Section 8.04 Time to Cure. If any material breach of this Contract by either party remains uncured more than thirty (30) days after written notice thereof by the party asserting this breach, this shall be an Event of Default, provided, however, if within thirty (30) days after such notice, a substantial good faith effort to cure said breach shall not be an Event of Default if it is cured within a reasonable time thereafter.

If the breach cannot be cured within thirty (30) days after notice, but can be cured through an ongoing effort on the part of the breaching party, the breaching party may, within the thirty (30) day period following the notice of the breach, submit a plan for curing the breach within a reasonable period of time not to exceed six (6) months unless extended by the other party. If the plan is approved by the other party, it shall not pursue remedies hereunder as long as the breaching party timely undertakes to cure the breach in accordance with the approved plan. Said approval shall not be unreasonably withheld. If CCA does not cure the breach within the specified time frame, the WDOC may choose from the following remedies:

1. Terminate the contract pursuant to Article II.
2. Cure the breach and withhold all reasonably expended costs from CCA's compensation.
3. Withhold from the Per Diem payment the amount of the value of the service not being rendered for each day beyond the cure period until the breach is cured or the contract terminates. Value shall be based on the cost of providing the service. CCA shall have the obligation to provide documentation of such costs. Prior to the withholding, the WDOC shall provide at least ten days notice to CCA to provide an opportunity to submit cost documentation. If CCA fails to provide such documentation, the WDOC may exercise reasonable discretion to determine the costs. Remedies 2 and 3 may not be exercised simultaneously.



For purposes of this Article, "notice" shall refer to written notice sent certified mail, registered return receipt to Lucibeth Mayberry at 10 Burton Hills Boulevard, Nashville, TN 37211 and to the Warden at the Facility.

Section 8.05 Waiver. No waiver of any breach of any terms or conditions of this Contract shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

Article IX. MISCELLANEOUS

Section 9.01 Integration. This Contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent innovation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to Washington State Fiscal Rules.

Section 9.02 Federal Rules.

- 9.02.1 If this contract involves the expenditure of federal funds, this Contract is contingent upon continued availability of federal funds for payment pursuant to the terms of this Contract. CCA also agrees to fulfill the requirements of the Office of Management and Budget Circulars A-87 and A-102 or A-110, whichever is applicable.
- 9.02.2 If applicable, CCA agrees to not use federal funds to satisfy Federal cost sharing and matching requirements unless approved in writing by the appropriate Federal agency.
- 9.02.3 Payment pursuant to this Contract, if in Federal funds, whether in whole or part is subject to and contingent upon the continuing availability of the federal funds for the purposes hereof. In the event that said funds, or any part thereof, become unavailable as determined by Washington, it may immediately terminate this Contract.

Section 9.03 Disputes. Disputes between CCA and the WDOC may be submitted to binding arbitration if the parties are unable to resolve any disputes arising hereunder. No disputes may be submitted to arbitration without the agreement of both parties.

Section 9.04 Equal Employment Opportunity. The parties ascribe to the principles of equal employment opportunity. In mutual recognition of the sovereignty of each, each party is responsible for its actions only with respect to its own state's statutes and policies, as the case may be, and is not responsible for compliance with the other's equal employment statutes or policies.

Section 9.05 Binding Nature. This Contract shall be binding on the parties and their heirs, successors, and assigns.

Section 9.06 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 severable, 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 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 9.07 Jurisdiction and Venue. The laws of the State of Washington and rules and regulations issued pursuant thereto 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 City of Olympia and County of Thurston, Washington

Section 9.08 Scope of Agreement. This Contract 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 Contract. This Contract shall not be altered, changed, or amended except by mutual consent of the parties in writing.

Section 9.09 Subcontracting and Assignment. No subcontract or assignment shall be effective without the prior written consent of the WDOC.

Section 9.10 Other Arrangements Unaffected. The parties hereto agree that offenders transferred by the WDOC after the effective date of this Contract shall be deemed transferred to CCA pursuant to the terms of this Contract unless specified otherwise in writing. Nothing contained in this Contract shall be construed to abrogate or impair any agreement or contract for the confinement, rehabilitation, or treatment of offenders now in effect between the parties to this Contract

Section 9.11 Notices. Any notice provided for in this Contract shall be in writing and served by personal delivery, designated WDOC electronic mail system, or United States Mail, postage prepaid, at the addresses listed in Sections 4.02 and 8.04, until such time as written notice of change of address is received from either party. Any notice so mailed and any notice served by electronic mail or personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification is required pursuant to the appropriate sections of this Contract.

Section 9.12 Compliance with Applicable Laws. CCA shall, at all times during the performance of its obligations of this Contract, strictly adhere to all applicable federal laws and regulations, including protection of the confidentiality of all applicant/recipient records, papers, documents, tapes or any other materials that have been or may hereafter be established which relate to this Contract, the Washington Public Disclosure Act (RCW 42.17.250 et. seq.) and the privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA). CCA acknowledges that the following laws are included: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1972, the Education Amendments of 1972, the Age Discrimination Act of 1975, the American with Disabilities Act, including Title II, Subtitle A, 24 U.S.C. §§12101, et seq. and all rules and regulations applicable to these laws prohibiting discrimination because of race, religion, color, national origin, creed, sex, age and handicap in federally assisted health and human services programs. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants or other federal assistance.

CCA assures the state of Washington that at all times during the performance of this Contract that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied to benefits of the service, programs or activities performed by CCA, or be subjected to any discrimination by CCA upon which assurance Washington relies.

CCA will not discriminate against any employee or applicant for employment because of race, creed, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. CCA will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be



limited to the following: employment upgrading, demotion, or transfer, recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CCA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

CCA will, in all solicitations or advertisements for employees placed by or on behalf of CCA, state that all qualified applicants will receive consideration for employment without regard to race, creed, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

Section 9.13 Confidentiality of Records. Unless otherwise provided, and when appropriate:

- 9.13.1 In the event CCA shall obtain access to any records or files of Washington in connection with this Contract, or in connection with the performance of its obligation under this Contract, CCA shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to Washington.
- 9.13.2 CCA shall specifically keep confidential all records and files of WDOC Offenders; CCA shall obtain prior written approval from Washington before releasing or disclosing the contents of any such records or files. CCA further acknowledges that this requirement is in addition to and not in lieu of any other laws respecting confidentiality of WDOC Offender and criminal justice files and records.
- 9.13.3 Any breach of confidentiality by CCA or third party agents of CCA shall constitute good cause for Washington to cancel this Contract, without liability; and any and all information delivered to CCA shall be returned to Washington.
- 9.13.4 Any WDOC waiver of an alleged breach of confidentiality by CCA or third party agents of CCA is not to imply a waiver of any subsequent breach.
- 9.13.5 This provision shall not be construed to prohibit CCA from releasing medical information in accordance with HIPAA for purposes of securing medical care for offenders.

Section 9.14 Ownership of Material Information, Data, Computer Software Documentation, Studies and Evaluations. Unless otherwise provided, and when appropriate CCA agrees that all material, information, data, documentation, studies and evaluations produced in the performance of this Contract is the property of the WDOC and CCA.

Section 9.15 Reporting. CCA shall submit to the WDOC Contract Monitor, on a quarterly basis, a written program report specifying progress made for each activity identified in CCA's duties and obligations, regarding the performance of the Contract. Such written analysis shall be in accordance with the procedures developed and prescribed by the WDOC. The preparation of reports in a timely manner shall be the responsibility of CCA and failure to comply may result in delay of payment of funds and termination of the Contract. Required reports shall be submitted to the WDOC not later than thirty (30) days following the end of each calendar quarter, or at such time as otherwise specified.

Section 9.16 Records. Unless otherwise provided: CCA shall compile and maintain a complete file of each WDOC offender, including all records, communications, and other written materials which pertain to the operation of offender programs or the delivery of services to offenders under this contract, including medical, counseling, classification and disciplinary documents, in individual files. Further, CCA shall permit the WDOC to audit, inspect, and copy such files and records during the term of this

contract to assure compliance with the terms hereof or to verify actual costs. Such files and records will be deemed to be the property of the WDOC and shall be available for inspection by the WDOC and shall be returned to the WDOC upon discharge of a WDOC inmate from CCA's Facility. CCA may keep copies of said records as may be necessary to resolve any matters that may be pending. Upon resolution of the matter said copied records shall be destroyed by CCA. No files or records in which a WDOC inmate is individually identifiable by name, shall be released to any third party without express, advance authorization of WDOC, except in medical emergencies.

- 9.16.1 CCA shall maintain a complete file of all records, documents, communications and other materials which pertain to the operation of programs or the delivery of services under this Contract. Such materials shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies, services and other costs of whatever nature for which a Contract payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other CCA records. The WDOC's access to records pursuant to this provision shall be limited to those documents necessary to monitor contract compliance or to verify specific costs for which CCA sought reimbursement under this contract.
- 9.16.2 All such records, documents, communications and other materials shall be the property of Washington and shall be maintained by CCA, in a central location with a designated custodian, on behalf of Washington, for a period of three (3) years from the date of final payment of this Contract, or for such further period as may be necessary to resolve any matters which may be pending, or until an audit has been completed with the following qualification: If an audit by or on behalf of the federal government has begun but is not completed at the end of the three (3) year period, the materials shall be retained until the resolution of the audit findings.
- 9.16.3 CCA shall permit the WDOC to audit and/or inspect its records during the term of this Contract and for a period of three (3) years following the termination of the Contract to assure compliance with the terms hereof or to verify actual costs.

Section 9.17 Remedies. In addition to other specified remedial actions, the Secretary of the WDOC or his designee may exercise the following remedial actions should he find CCA substantially failed to satisfy or perform the duties and obligations in this Contract and has failed to cure such deficiencies in accordance with Article VIII. Substantial failure to satisfy the duties and obligations shall be defined to mean insufficient, incorrect, improper activities or inaction by CCA of a continuing non-corrected nature, or of such a gross and blatant disregard as to require such severe action by the Secretary. These remedial actions are as follows:

- 9.17.1 Reducing the per diem rate per offender per day by 10% from the monthly invoices. The reduction under this subsection shall be in addition to any other reduction to the per diem rate allowed by this Contract including, but not limited to Sections 4.01 and 4.03. The WDOC shall not exercise this remedy unless the WDOC has first exercised all other applicable remedies, with the exception of termination, and, after a reasonable period of time, CCA has still failed to correct the area of non-compliance. Upon correction of the non-compliance, the per diem rate reduction shall cease.
- 9.17.2 Request the removal from work on the Contract of employee(s) of CCA or employees of any subcontractor whom the Secretary or designee justifies as being incompetent, careless, insubordinate, unsuitable or otherwise unacceptable, or whose continued employment on the Contract he deems to be contrary to the public interest or not in the best interest of Washington;
- 9.17.3 Deny payment for those services or obligations which have not been performed and which due to circumstances caused by CCA cannot be performed or if performed would be of no value to



Washington. Denial of the amount of payment must be reasonably related to the amount of work or performance lost to Washington;

9.17.4 Terminate the contract immediately without the required notice and without compensation for termination costs.

The WDOC may exercise any of the foregoing remedies in accordance with this Contract on a consecutive basis but shall not exercise two or more remedies concurrently.

Section 9.18 No Third Party Benefit. This Contract shall benefit and burden the parties hereto in accordance with its terms and conditions and is not intended, and shall not be deemed or construed, to confer any rights, powers, benefits or privileges on any person or entity other than the parties to this Contract. This Contract is not intended to create any rights, liberty interests, or entitlements in favor of any WDOC Offender. The Contract is intended only to set forth the contractual rights and responsibilities of the Contract parties. WDOC Offenders shall have only those entitlements created by Federal or Washington constitutions, statutes, regulations or case law.

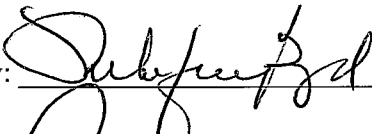
Section 9.19 Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and any appendixes or attachments hereto which may require continued performance or compliance beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the WDOC as provided herein in the event of such a failure to perform or comply by CCA.


Section 9.20 Counterparts. This Contract is executed in duplicate originals and each shall be deemed an original copy of the Contract signed by each party, for all purposes.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representative to execute this Contract, consisting of twenty-eight pages and four appendixes.

STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS

CORRECTIONS CORPORATION
OF AMERICA

By: 
Date: Aug 31, 2007

By: 
Date: August 30, 2007

Approved as to form only:
WA Assistant Attorney General



STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS

APPLICABILITY
PRISON
OFFENDER/SPANISH MANUALS

REVISION DATE
10/30/06

PAGE NUMBER
1 of 3

NUMBER
DOC 600.025

POLICY

TITLE
HEALTH CARE CO-PAYMENT PROGRAM

REVIEW/REVISION HISTORY:

Effective: 4/15/96
Revised: 11/24/00
Revised: 10/4/01
Revised: 1/27/04
Revised: 10/30/06

SUMMARY OF REVISION/REVIEW:

I.A. – Changed notification requirements from Reception Center to all facilities
Added clarification to II.A.4.

APPROVED:

MARC F. STERN, MD, MPH,
Health Services Director

8/22/06
Date Signed

HAROLD W. CLARKE, Secretary
Department of Corrections

8/25/06
Date Signed



STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS

APPLICABILITY
PRISON
OFFENDER/SPANISH MANUALS

REVISION DATE
10/30/06

PAGE NUMBER
2 of 3

NUMBER
DOC 600.025

POLICY

TITLE
HEALTH CARE CO-PAYMENT PROGRAM

REFERENCES:

DOC 100.100 is hereby incorporated into this policy; RCW 72.10.020; ACA 4-4345

POLICY:

- I. Offenders in total confinement facilities are charged a co-payment to participate in the costs associated with health care services.

DIRECTIVE:

I. General Requirements

- A. All new or readmitted offenders will be provided with information in writing about the co-payment program during facility orientation. [4-4345]
- B. Offenders will be charged a co-payment for health care visits they request. Subsequent visits may lead to a co-payment being charged when related to the initial request and not scheduled by a health care provider.
 - 1. \$3.00 will be deducted from the offender's facility account.
 - 2. If a non-indigent offender has less than \$3.00 in his/her account, the amount in the account will be collected and a debt will be established for the remainder.
 - 3. A medical co-pay debt of \$3.00 will be established for indigent offenders.
- C. Health care staff will provide service on the basis of what is clinically indicated. Necessary health care services will be neither denied nor delayed based on an offender's ability to pay. [4-4345] Service will be considered to be completed when there is no longer any requirement for scheduled follow-up care as determined by the health care provider.

II. Exclusions

- A. A co-payment may not be required for some health care services, including but not limited to:
 - 1. Intake health care examinations at Reception Diagnostic Centers or health care services required by Department policies,
 - 2. Court ordered evaluations,
 - 3. Visits initiated by a health care provider, [4-4345]



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DEPARTMENT OF CORRECTIONS

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POLICY

TITLE
HEALTH CARE CO-PAYMENT PROGRAM

- 4. Emergency/serious health care needs that result in an admission to an inpatient unit or an off-site trip for evaluation,
 - 5. Follow-up visits scheduled at the request of a health care provider, [4-4345]
 - 6. Medication distribution,
 - 7. Visits to assess or clear an offender for assignment to a program or facility, and
 - 8. Mental health services.
- B. Offenders who claim an occupational injury will not be assessed a co-payment provided they report the incident to their supervisor within 30 minutes and prior to leaving the job site. The supervisor will contact the designated medical provider.
- C. A co-payment will not be charged for an assessment or any subsequently related treatment when physical examinations are mandated by policies (i.e., use of force incident, an offender fight, or assault, including sexual assault).

DEFINITIONS:



The following words/terms are important to this policy and are defined in the glossary section of the Policy Manual: Emergency/Serious Health Care Needs, Health Care Provider, Health Care Services, Indigent, Occupational Injury. Other words/terms appearing in this policy may also be defined in the glossary.

ATTACHMENTS:

None

DOC FORMS (See Appendix):

None

STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS  RESTRICTED POLICY DIRECTIVE <input type="checkbox"/> Offender Manual <input type="checkbox"/> Spanish	PRISON/PRE-RELEASE/ WORK RELEASE/FIELD	NUMBER DOC 400.100	
	SIGNATURE 	DATE	EFFECTIVE DATE 7/15/04
	JOSEPH D. LEHMAN, SECRETARY <small>TITLE</small>		PAGE NUMBER 1 of 4
DUTY OFFICER/REPORTING OF EMERGENCIES AND SIGNIFICANT EVENTS			

SUPERSESSSION:

DOC 400.100 effective 5/17/99

REFERENCES:

DOC 100.100 is hereby incorporated into this Policy Directive; DOC 410.200 Use of Force; DOC 420.250 Use of Restraints; DOC 420.280 Canine Teams; DOC 420.360 Searches by Canines

POLICY:

- I. Emergencies and significant events occurring within the Department shall be managed and reported in a timely, accurate, and complete manner.

DIRECTIVE:

I. General Requirements

- A. Superintendents, Field Office Supervisors, and Work Release Supervisors shall ensure emergencies and significant events are reported to the *Office of Correctional Operations (OCO) Duty Officer*.
- B. The Secretary, OCO Deputy Secretary, and/or the Public Information Officer shall ensure emergencies and significant events are reported to the Governor's Office and the media, as appropriate.
- C. Appointing Authorities are responsible to ensure that the facility or *OCO Duty Officer* receives adequate training prior to assuming the role of *Duty Officer*.
- D. The name and telephone number(s) of the *OCO Duty Officer* will be sent via email to the Secretary, Superintendents, and Field Administrators on a weekly basis.

II. Responsibilities

- A. The *OCO Duty Officer* shall ensure s/he is available 24 hours a day during his/her *duty week* to:
 - 1. Record and log calls received.

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2. Provide authorization for:
 - a. Offender movement, excluding community movement to jails or facilities,
 - b. After-hours placement of Community Violators into facilities,
 - c. Prolonged use of restraints, in the absence of the Facility Duty Officer, and
 - d. Dry cell searches.
3. Notify the OCO Deputy Secretary/designee if additional action or approval is required.
4. Provide a verbal report to the OCO Deputy Secretary/designee, daily if necessary but not less than each Monday morning, of emergencies/significant events.
5. Respond to open the Headquarters (HQ) Command Post within approximately one hour of notification.

B. The Facility *Duty Officer* shall ensure s/he is available 24 hours a day during his/her *duty week* to make decisions, respond to telephone inquiries, and respond to the facility within approximately one hour of notification. Facility *Duty Officers* shall:

1. Be notified of emergencies/significant events.
2. Provide advice and act as a resource to the Incident Commander for the resolution of an emergency/significant event.
3. Authorize use of force in non-emergent situations per DOC 410.200 Use of Force.
4. Ensure the *OCO Duty Officer* is notified of an emergency/significant event listed in Category I, and a tele-incident report is completed.
5. Provide information/updates of emergencies/significant events to the Superintendent as s/he determines appropriate (e.g., daily, weekly, etc.).

III. Equipment

- A. During the *Duty Officer's duty week*, s/he shall be provided with a pager, cellular telephone, and notification information (e.g., contact list and numbers of appropriate Department staff, mutual aid agencies, etc.).

IV. Reporting

NUMBER DOC 400.100	TITLE DUTY OFFICER/REPORTING OF EMERGENCIES AND SIGNIFICANT EVENTS	EFFECTIVE DATE 7/15/04	PAGE NUMBER 3 of 4
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- A. Superintendents and Field Administrators shall ensure a sufficient number of staff are trained to use the Offender Based Tracking System (OBTS) DT34 screen (tele-incident reports) to report events.
- B. Tele-incident reports shall contain the following information:
 - 1. Complete names and numbers of all involved offenders, except offenders dispatched to forest/project fires.
 - 2. Complete names and titles of all involved staff.
 - 3. Specific facts and description of the incident, to include:
 - a. The date and exact time of day of the incident,
 - b. Offenses committed, and by whom,
 - c. Injuries suffered, by whom, and treatment received,
 - d. Property damaged or destroyed and disposition,
 - e. Causes (i.e., facts or activities which led to the incident),
 - f. Other information pertinent to the incident,
 - g. Steps taken to mitigate or control the incident,
 - h. Authorization for use of oleoresin capsicum (OC), electronic immobilization device (EID), or other intermediate level of force, and
 - i. Use of Specialty Teams (e.g., Crisis Negotiation Team, Emergency Response Team, Special Emergency Response Team), if applicable.
 - 4. Whether or not the incident is being investigated.
- C. Reports of confidential incidents (e.g., suspected staff misconduct investigation, when an offender is a suspect in a notorious crime, if the incident would jeopardize personal safety if publicized, etc.) shall be submitted to print on-site at the Region Office and HQ, but will not be accessible on-line.
- D. Category I incidents are listed on Event Categories (attached).
 - 1. Category I Incidents shall be reported to the *OCO Duty Officer* via telephone within one hour of the event, or discovery of the event, regardless of the time, day or night.

NUMBER DOC 400.100	TITLE DUTY OFFICER/REPORTING OF EMERGENCIES AND SIGNIFICANT EVENTS	EFFECTIVE DATE 7/15/04	PAGE NUMBER 4 of 4
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2. During off duty hours, escapes that are victim/witness eligible must be reported to the Victim/Witness Program or Washington Corrections Center (WCC).
3. During off duty hours, the escape of a revoked parolee must be reported to WCC.
4. The escape of a Work Release offender must be reported to the HQ Warrant Desk, which operates 24 hours a day, 7 days a week.
5. A tele-incident report shall be prepared and submitted within 2 hours of the incident/event when possible. In all cases, the tele-incident report must be submitted no later than 8:00 a.m. the following workday.
6. Follow-up reports via email or FAX will be completed as necessary within 48 hours of the first report or as additional information becomes available.

E. Category II incidents are listed on Event Categories (attached).

1. A tele-incident report shall be prepared and submitted within 2 hours of the incident/event when possible. In all cases, the tele-incident report must be submitted no later than 9:00 a.m. the following workday.
2. Follow-up reports via email or FAX will be completed as necessary within 48 hours of the first report or as additional information becomes available.

DEFINITIONS:

The following words/terms are important to this Policy Directive and are italicized and defined in the Glossary section of the Policy Directive Manual: Office of Correctional Operations (OCO) Duty Officer; Duty Week. Other words/terms appearing in this Policy Directive may be also be defined in the Glossary.

ATTACHMENTS:

Event Categories

DOC FORMS (See Appendix):

None

AUDITS

Mandatory

Armory, Firearms & Ammunition Management
Administrative Segregation
Drugs - Needles, Syringes & Hazardous Instruments
Formal and Informal Counts
Health Services for Major Facilities
Key Control
Offender Disciplinary Process Requirements
Security Inspections
Tool Control

Emergency Response

- Air Space Management
- Bombs & Bomb Threat
- Correctional Incident Command System
- Civil Demonstration & Disobedience
- Emergency Media Plan
- Emergency Perimeter Security
- Emergency Response Team (ERT)
- Emergency Staffing Plan
- Escape Preparedness & Response
- Facility Confinement
- Facility Emergency Response Management
- Fire Response Preparedness & Prevention
- Hazardous/Dangerous Materials Emergency
- Health Services During Internal Emergency
- Hostage Negotiations Management
- Internal/External Evacuations
- Natural Disaster
- Post-Trauma Response
- Special Emergency Response Team (SERT)
- Use of Force
- Use of Lethal Force
- Utility Failure

Essential

Case Management

Contraband Management
Controlled Substances Abuse Testing
Emergency Generator Use & Maintenance

Food Service Health & Sanitation Standards
Hazardous/Dangerous Waste Management
Intelligence Program
Offender Legal Access
Offender Personal Property
Offender Telephone Use

Offender Use of Mail
Post Order



DEDUCTIONS:

Deductions specified in this attachment and displayed in the Deduction Matrix will be taken at the time each deposit is posted to an offender's trust fund.

The deposit types and percentages are displayed on the Deduction Matrix. Further detail for any of the following deductions can be found in the Trust Accounting Manual.

I. MANDATORY DEDUCTIONS:

A. Mandatory deductions are required as per RCW 72.09.111 and 72.09.480. Mandatory deductions are taken as a percentage of the deposit type. The mandatory deductions and percentages are:

Crime Victim Compensation (CVC) – 0 percent to 5 percent,

Cost of Incarceration (COI) – 0 percent to 20 percent, and

Savings – 10 percent to 12 percent.

CVC are deductions sent to Labor and Industries (L&I) to assist victims of crime.

COI is used to support the Department Correctional Industries work programs for offenders.

Savings is also a sub account in the offender's trust fund. Further details of the offender's savings sub account are listed in Sub Account attachment.

II. LEGAL FINANCIAL OBLIGATIONS (LFO):

A. LFO deductions are taken in accordance with an offender's Judgment and Sentence (J&S). 20 percent for Prison offenders or 10 percent for Work Release offenders will be deducted from deposits for offenders that meet the requirements stated in the Trust Accounting Manual and on the Deduction Matrix.

B. LFO is forwarded to the appropriate county clerk until the offender's obligations are satisfied. Refunds of LFO will not occur after the payment has been sent to the appropriate county. The offender must contact the appropriate county for a refund to be returned to his/her account.

III. FILING FEES:

A. Filing fees are withheld and forwarded to the Federal District Court in accordance with the Prison Litigation Reform Act (PLRA). Obligations established by the offender's declaration of In Forma Pauperis (IFP) will be collected at 20 percent deductions for each, until all are satisfied.

IV. COSTS, SANCTIONS, AND ATTORNEY FEES (non-LFO court orders):

A. Costs, Sanctions, and Attorney Fees (CSAF) are orders received from the Attorney General's Office. Per RCW 72.09.450 collections of CSAF will be collected leaving the indigency level remaining on the offender's account. Current indigency level is defined in RCW 72.09.015 as \$10. Collections will continue until the CSAF balance is paid in full.

B. Other non-LFO court orders will be collected as stipulated in the court order.



V. OFFICE OF SUPPORT ENFORCEMENT (OSE) ORDER TO WITHHOLD AND DELIVER (OWD):

A. Offenders' sub accounts are subject to an OWD per sub accounts attachment. However, OSE Payroll Deduction Notice (PDN) will be returned to OSE.

VI. DEBTS:

A. Debt collections will occur at the time a deposit is made to an offender's account. 20 percent will be collected until all outstanding debt is satisfied.

B. Offender debts will be liquidated in the order depicted. A percentage of deposits to the offender's account listed on the Deduction Matrix will be deducted and applied to debt in the following priority order:

1. Outstanding loan balance to CSRFB (debt over 45 days old);
2. Un-reimbursed Work Release room and board;
3. Outstanding misdemeanor Cost of Supervision (COS) debt;
4. Outstanding felony COS debt;
5. Outstanding Offender Minimum Management Unit (OMMU) COS debt;
6. Outstanding conversion COS debt;
7. Outstanding from out-of-state COS debt;
8. Health care services co-payment;
9. Television fees;
10. Replacement hygiene items;
11. Postage;
12. Copy costs;
13. ID cards;
14. Property damage; and
15. Other Department restitution. All Department restitution including electronic monitoring and fees not listed above shall be recovered based on the oldest debt first, regardless of origin.

C. The CSRFB loan balance collections will be forwarded to OAS Business Services, LFO/COS Accounting Section for disposition. All other offender debts will be deposited in accordance with procedures in the Trust Accounting Manual.

D. Debt balances may be collected in full from the offender's available balance at the time the offender is discharged from the custody of the Department. Available balance of an offender's account is the amount of funds to be released to the offender. However, at the Superintendent's/Work Release Supervisor's discretion, an offender may retain sufficient funds for establishing personal residence upon release.

E. An outside party may pay the offender's debt. The outside party must send a signed memo/letter with the money order or cashier's check in the exact amount of the outstanding debt. Checks will be accepted at Headquarters and designated Work Release facilities only. The outside party cannot designate which debt is to be paid. Debt will be paid in the priority designated in DOC 200.000 Trust Accounts for Offenders. Any amount exceeding the debt balance will be treated as an "other" deposit and mandatory deductions will be taken.

F. The Department will not collect outstanding debt from the offender's deposits that would cause his/her spend-able sub account balance to fall below \$10.

