

State of Washington



Department of Corrections  
 Agreement No. COCO6642  
 Amendment No. 5

**This Amendment** is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and King County, a Washington municipal corporation and legal subdivision of the State of Washington hereinafter referred to as the County, for the purpose of amending the above-referenced Interlocal Agreement, heretofore entered into between the Department and the County.

WHEREAS the purpose of this amendment is to specify the terms and conditions under which the parties will operate for the year 2009 and 2010;

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and County agree as follows:

**Section 1, Definitions, is amended, in part, as follows:**

"1.6 Extraordinary Medical Care" means specialty care, drugs, equipment, general anesthetic surgery, or nursing care, which are not commonly available through the Jail Health Services. ~~((Jail's infirmary and are not part of the treatment provided in the emergency room of a local hospital.))~~ Extraordinary Medical Care includes, but is not limited to, the following care and treatment:..."

1.8 "Business Day" means Monday through Friday, excluding County holidays.

**Section 2, Jail and Health Services is amended, in part, as follows:**

2.2 The County shall furnish to Department Inmates all jail medical, dental and other health care services required to be provided pursuant to federal or state law. Such care shall include the provision of reasonably necessary medical, dental and psychiatric care normally rendered by County personnel in the Jail as part of the health or correctional program. ~~Such care shall also include limited emergency care provided in the emergency room of a local hospital.~~ The County shall not be responsible for providing Extraordinary Medical Care to Department Inmates.

2.3 To support continuity of care for Department Inmates released from the Jail, Jail Health Services will follow Jail Health Services' prescription medication protocols to maximize the likelihood that Department Inmates will have remaining medications with them when they leave the Jail. In the event a Department Inmate needs Extraordinary Medical Care, the County will provide notice to the Department. The Department will then be required to remove the Department Inmate from Jail within 48 hours of such notice. If the Department fails to remove the Department Inmate within 48 hours, and Extraordinary Medical Care is provided, the Department shall reimburse the County for the costs of the Extraordinary Medical Care, and the costs of providing security services during any hospital visit for Extraordinary Medical Care.

**Section 4, Department Inmates To Be Housed In Jail is amended, in part, as follows:**

4.2 Excluding the 20 Jail beds referenced in Section 3.1 above, the Department will pay for ~~420~~ 300 Jail beds daily, regardless of whether there are sufficient Department Inmates to fill those beds, except as provided in Section 5.2 below.

- 4.3 Including the 20 Jail beds referenced in Section 3.1 above, the Department will not use, on any given day, more than ~~260~~ 445 Jail beds from January 1, 2009, through December 31, 2009, ~~August 1, 2008, through August 31, 2008,~~ 300 Jail beds from September 1, 2008, through September 30, 2008, 340 Jail beds from October 1, 2008, through October 31, 2008, 380 Jail beds from November 1, 2008, through November 30, 2008, and 420 Jail beds from December 1, 2008, through December 31, 2008 ~~)) (this limitation is ((these limitation are))~~ hereinafter referred to as the "Maximum Number"), without the prior written consent of the County. If the number of Department Inmates exceeds the Maximum Number on any given day he County may refuse to accept Department Inmates until such time as the number of Department Inmates is reduced below the Maximum Number. In the alternative, the County may inform the Department that it is willing to house more than the Maximum Number of Department Inmates.

**Section 5, Compensation, is amended, in part, as follows:**

- 5.2 The Department will pay the County ~~((~~\$9,255.6~~))~~ \$24,018.00 per day for the 300 ~~((420))~~ Jail Beds referenced in Section 4.2 above regardless of whether those beds are used by Department Inmates; provided that if the County, pursuant to Section 4.4 above, requires the Department to lower the number of Department inmates below 300 ~~((420))~~ excluding the 20 Jail beds referenced in Section 3.1 above, the Department shall only be required to pay the County eighty dollars and six cents (\$80.06) ~~((seventy-seven dollars and thirteen cents \$77.43))~~ per day per bed used.
- 5.3 For Jail beds used by Department Inmates in excess of 320 ~~((440))~~, but not more than the Maximum Number as detailed in section 4.3, including the 20 Jail beds referenced in Section 3.1 of the Agreement, the Department will pay the County eighty dollars and six cents (\$80.06) ~~((seventy-seven dollars and thirteen cents \$77.43))~~ per day per bed used. For Jail beds used by Department Inmates in excess of ~~((220))~~ the Maximum Number, including the 20 Jail beds referenced in Section 3.1 of this Agreement, the Department will pay the County one hundred and twenty-three dollars and ninety-nine cents (\$123.99) ~~((one hundred nineteen dollars and forty-five cents (\$149.45)))~~ per day per bed used.
- 5.5 In addition to the rates noted elsewhere in this Section, the Department will pay the County a premium rate for Department Inmates held in the Infirmiry, the Psychiatric Unit or Other Psychiatric Housing under the following circumstances.
- 5.5.1 For every Department Inmate in excess of four (4) housed in the Infirmiry on a given day, the Department shall pay a premium rate of one hundred fifty-five dollars and seventy-four cents ((\$155.74) per Inmate per day.
- 5.5.2 For every Department Inmate in excess of seven (7) housed in the Psychiatric Unit on a given day, the Department shall pay a premium rate of one hundred ninety-four dollars and eighteen cents (\$194.18) per Inmate per day.
- 5.5.3 For every Department inmate in excess of ten (10) housed in other psychiatric housing on a given day, the Department shall pay a premium rate of fifty-three dollars and forty-six cents (\$53.46) per Inmate per day.
- 5.6 In addition to the rates noted elsewhere in this Section, the Department shall pay the County fifty dollars and thirty-four cents (\$50.34) per hour for each officer assigned to guard a Department Inmate at a hospital. This charge will apply for all time spent transporting a Department Inmate to and from a hospital and guarding a Department Inmate while at a hospital.
- 5.7 In addition to the rates notes elsewhere in this section the Department will pay for all costs associated with Extraordinary Medical Care provided to Department Inmates. In the event that a Department Inmate is admitted to a hospital, the County will provide notice to the

Department by the end of the next Business Day. However, failure to provide such notice will not affect the Department's obligation to pay for Extraordinary Medical Care and hospital guarding fees provided to Department Inmates.

The following is added to Section 6:

6.4 Billings to the Department for Extraordinary Medical Care will be processed monthly and may include charges for services rendered prior to the billing month.

A new Section 11 is added to the Agreement to read as follows:

11. The Year 2010.

11.1 The rates per bed day found in Sections 5.2 and 5.3 of this Agreement will be modified in 2010 based on the Consumer Price Index (CPI-W) using the following methodology. The rates for a current contract year will be revised based on the CPI-W, for the most recent September to September period as applied to the prior year's actual rate. These rates are termed the "revised current bed rates." The rates per bed day for the following year will be calculated using the most recent March to March CPI-W applied to the "revised current bed rates."

11.2 During 2009 the parties agree to negotiate in good-faith regarding the cap for Department Inmates in 2010. It is expected that this cap will not be lower than 400, but that may change depending on the number of County Inmates expected for 2010.

11.3 The parties agree to negotiate in good faith regarding the premium fee rates and hospital guarding rate for 2010 referenced in Sections 5.5 and 5.6 above.

Additions to this text are shown by underline and deletions by ~~((strikeout))~~. All other terms and conditions remain in full force and effect.

The effective date of this amendment is January 1, 2009.

THIS CONTRACT AMENDMENT, consisting of three (3) pages, is executed by the persons signing below who warrant that they have the authority to execute the contract.

COUNTY

DEPARTMENT OF CORRECTIONS

\_\_\_\_\_  
(Signature)

Gary Banning  
(Signature)

\_\_\_\_\_  
(Printed Name)

Gary Banning  
(Printed Name)

\_\_\_\_\_  
(Title)

Contracts Administrator  
(Title)

\_\_\_\_\_  
(Date)

11/17/08  
(Date)

Approved as to Form:  
This contract amendment format  
was approved as to form by  
Tom Young, AAG, of the Office  
of the Attorney General, on April 14, 1998.  
Approval on file.