

HONORABLE FRANKLIN D. BURGESS
MAGISTRATE JUDGE DAVID E. WILSON

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT TACOMA

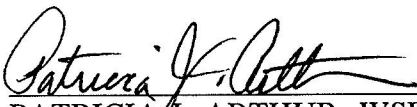
SHANNON HALLETT, YVONNE)
WOOD, GAIL RAY, CINDY STEWART,) No. C93-5496(T)D
and RENA SKILTON,)
) STIPULATION AND JUDGMENT
)
)
Plaintiffs,)
)
)
vs.)
)
)
ALICE PAYNE, Superintendent,)
Washington Corrections for Women, in)
her official and individual)
capacities, and DONNA MORGAN,)
Health Care Manager, in her official)
and individual capacities, and their)
officers, agents, employees, and)
successors,)
)
)
Defendants.)

STIPULATION

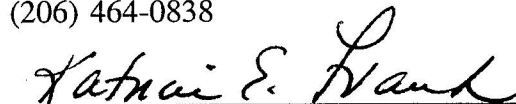
The parties, plaintiffs Shannon Hallett, Yvonne Wood, Gail Ray, Cindy Stewart, and
Rena Skilton, and the class of plaintiffs they represent, through their counsel of record
Patricia J. Arthur, Caroline Starbird, Megan McLemore, and Katrin E. Frank, and
defendants Alice Payne, Donna Morgan, through their counsel of record Daniel J. Judge and
Cheryl Carey, hereby agree that the following Judgment shall be entered, subject to approval

1 of the court and notice to class members. This Stipulation and Judgment is entered to
2 resolve plaintiffs' health care claims for injunctive and declaratory relief in the above-
3 captioned lawsuit. This Stipulation is not to be construed as an admission by either party
4 regarding liability of violation of any law by Defendants. The parties enter into the
5 Stipulation for purposes of settling disputed contentions and controversies arising from this
6 action.


7
8 Respectfully submitted ^{November} ~~October~~ 28, 1994.

9 
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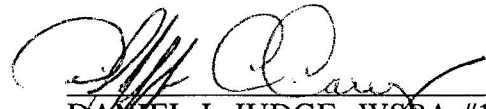
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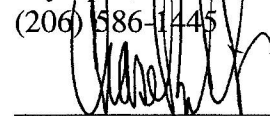
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CHASE RIVELAND, Secretary
Department of Corrections

DEPARTMENT OF CORRECTIONS
P.O. Box 41101
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1 **JUDGMENT**

2 This matter having been heard by the Honorable Franklin D. Burgess, United States
3 District Court Judge, the parties having stipulated to the entry of this Judgment, notice to
4 class members having been issued, and all comments from class members considered by the
5 court, the court approves and enters the following Judgment.
6

7 **I. BACKGROUND AND DEFINITIONS**

8 A. The Complaint in this action was filed on August 31, 1993, on behalf of the
9 named plaintiffs, and all others similarly situated, against defendants Alice Payne,
10 Superintendent of the Washington Corrections Center for Women ("WCCW"), and Donna
11 Morgan, Health Care Manager at WCCW, and their officers, agents, employees, and
12 successors. Plaintiffs filed their First Amended Complaint on October 12, 1993. Defendants
13 moved to dismiss this case on October 18, 1993. On February 9, 1994, District Court Judge
14 Carolyn R. Dimmick dismissed plaintiffs' claim related to defendants' use of unsafe
15 bunkbeds at WCCW, but denied defendants' Motion to Dismiss plaintiffs' health care claims
16 brought under the Eighth and Fourteenth Amendments to the United States Constitution.
17

18 B. This case was certified as a class action by order dated April 13, 1994. The
19 class is defined as "All prisoners currently, or in the future, incarcerated at the Washington
20 Corrections Center for Women."
21

22 C. The Stipulation and Order signed by District Court Judge Carolyn R. Dimmick
23 was entered July 14, 1994, is incorporated herein by reference.

24 D. This Judgment is fair, reasonable, and adequate to protect the class in
25 accordance with the standards of Fed. R. Civ. P. 23(e).
26

27 E. This Court has jurisdiction of the subject matter of this action and personal
28 jurisdiction over the defendants.

1 F. For purposes of this Judgment, the following definitions shall apply.

2 1. Documents: The term "documents" as used herein includes, without
3 limitation, correspondence, telegrams, cables, teletype messages, mailgrams, reports,
4 records, schedules, diaries, court dockets, court files and papers found therein, notes, logs,
5 summaries, memoranda, memoranda of telephone conversations, photographs, depictions,
6 sketches, renderings, mechanical and electronic records of conversations or of statements or
7 of telephone conversations, and all other printed, typewritten, written records, or taped
8 matter of any kind of description. The term "documents" does not include attorney/client
9 privilege or any other privilege pursuant to federal or state laws.
10

11 2. Defendants: Defendants include the named defendants in this action
12 and their supervisors, officers, agents, successors, employees and assigns.
13

14 3. Follow-up Health Care or Follow-up Care: Any health care treatment
15 requiring more than one appointment with a health care provider.

16 4. Health Care: "Health care" records and services as referred to herein
17 include medical, mental health, and dental records and services.
18

19 5. Services: The term "services" shall include medical, dental, mental
20 health, infectious disease, environmental, pharmacy, research, continuous quality
21 improvement ("CQI"), utilization review, and information services.

22 II. OBLIGATIONS OF DEFENDANTS

23 A. The defendants shall immediately take steps to develop, adopt, and implement
24 a set of health care standards at WCCW consistent with the Washington State Department of
25 Health Standards that the Department of Health and Department of Corrections are jointly
26 developing. (See Appendix 1, attached hereto and incorporated herein, for areas to be
27 addressed.) The standards adopted shall in all respects be consistent with the Stipulation and
28

1 Order signed by District Court Judge Carolyn R. Dimmick on July 14, 1994, referenced in
2 paragraph I.C., supra.

3 In developing these standards, defendants will consider the four sets of National
4 Standards that have been used to govern correctional health care in the United States: those
5 of the American Correctional Association (ACA); those of the American Public Health
6 Association (APHA); those of the Joint Commission on Accreditation of Healthcare
7 Organizations (JCAHO); and those of the National Commission of Correctional Health Care
8 (NCCHC).
9

10 B. Defendants will have developed, adopted, and begun implementation of the
11 health care standards for WCCW which will be consistent with paragraph II.A. of this
12 Agreement, by no later than September 1, 1995, and shall have fully implemented these
13 standards by no later than April 1, 1996.
14

15 C. Defendants shall develop a health care services delivery plan for WCCW by
16 no later than December 1, 1994. This plan shall govern health care services provided at
17 WCCW and be consistent with the standards developed under paragraph II.B. above. The
18 plan shall specify the implementation and completion dates of all tasks delineated in the plan.
19

20 D. The plan referenced in paragraph II.C. of this Agreement shall include the
21 following:

22 1. Centralized Data Collection System.

23 a. By April 1995, WCCW shall install and begin using the
24 Department of Corrections ("DOC") medical services database. WCCW will be the DOC
25 pilot site for those aspects of the medical services data base addressing gynecological,
26 obstetrical, and related issues for offenders at WCCW. The DOC medical services database
27 system will have the ability to capture data on:
28

1 (1) Details of medical care encounters, and the medical care
2 services provided, such as provider name, date of service, primary diagnosis, treatment,
3 referrals for lab, x-ray, appointments with specialists, medication prescribed, and other
4 follow-up actions;

5 (2) Scheduling of medical care appointments and follow-ups,
6 referrals for diagnostic tests, specialty care, and procedures, and
7

8 (3) Medical care provided to offenders off-site, in the
9 community, including hospitalizations and referrals to community specialists.

10 b. The dental services data base which will track information
11 analogous to that identified in paragraph II.1.a.(1)-(3) above will be implemented by
12 December 1995.

13 c. The mental health services data base which will track
14 information analogous to that identified in paragraph II.1.a.(1)-(3) above will be implemented
15 by December 1996.

16
17 2. Health Records.

18 a. Health care records at WCCW shall be legible and shall contain
19 the necessary signatures in accordance with professional standards. Defendants shall ensure
20 the legibility of health records and signatures entered into all health care records at WCCW.
21 Defendants shall date and time all health record entries. Health records maintained at
22 WCCW will contain, at a minimum, the following information and documents:

23 (1) Records of written and oral requests for health care made
24 to the clinic;

25 (2) Identifying information (e.g., patient name, identification
26 number, date of birth, sex);
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- (3) Treatment Plan;
- (4) Problem List (including allergies):
 - (a) Receiving Screening Health Assessment Forms;
 - (b) All findings, diagnoses, treatments, and dispositions;
 - (c) Prescribed medications and their administration;
 - (d) Reports of laboratory, x-ray, and diagnostic studies;
 - (e) Progress notes;
 - (f) Consent and refusal forms;
 - (g) Release of information forms;
 - (h) Results of consultations and off-site referrals for treatment;
 - (i) Discharge summary of hospitalizations;
 - (j) Special needs treatment plan, if any;
 - (k) Immunization records;
 - (l) Place, date, and time of each medical encounter; and
 - (m) Signature and title of each documenter.

b. Defendants shall ensure that all records are complete and that all standardized forms are entered into patient records. This system shall ensure the timeliness of loose-sheet filing into the record and compliance with all policies of the DOC and will ensure that pharmaceutical records are kept together with patient records.

3. Medication Dispensing and Administration.

a. By no later than November 1, 1994, defendants shall develop and implement systems to track the dispensing and administration of medications.

1 b. Defendants shall immediately take all necessary steps to develop
2 and implement standards governing the dispensation and administration of medications which
3 are consistent with correctional health care standards.

4 c. WCCW will institute a self-medication or "keep on person"
5 program defining the circumstances under which eligible prisoners may carry and administer
6 their medication.

7 d. Defendants agree to comply with all applicable state and federal
8 laws and regulations, DOC policies and directives, regarding prescribing, dispensing,
9 administering and procuring pharmaceuticals.

10 4. Continuity of Care and Staffing.

11 a. Defendants shall employ at WCCW sufficient numbers of
12 qualified health care staff to meet the health care needs of prisoners.

13 b. Defendants shall develop and implement a system by no later
14 than October 1, 1994, to ensure that prisoners are provided with necessary follow-up health
15 care. This system shall ensure that prisoners are provided access to the results of any
16 medical tests or assessments performed as soon as the results of the medical tests are known.
17 The system shall also ensure that the results of all medical tests and assessments that are
18 performed by health care providers either at WCCW or off-site are obtained in a timely
19 fashion and that the recommended follow-up care is provided in a timely manner.

20 c. By no later than January 1, 1995, and semi-annually thereafter
21 for a period of three years following entry of this Stipulation and Judgment, defendants,
22 together with an independent monitor and any necessary consultants, shall randomly review
23 the health care records of prisoners confined at WCCW to determine whether all necessary
24 and/or recommended tests, assessments, and treatment, including medication prescriptions

1 and renewals that are medically appropriate, have been performed. The independent monitor
2 under whose direction this review shall be conducted shall be an individual mutually agreed
3 upon by the parties. If the parties are unable to agree upon who the independent monitor
4 shall be, the court shall appoint one who has no previous involvement with this case to
5 conduct this review. Defendants, in conjunction with the agreed upon or appointed
6 individual, shall prepare a report after each review required by this paragraph, identifying all
7 medically necessary and/or recommended tests, assessments, and treatment that have not
8 been performed, the reasons therefor, and the steps to be taken within a specified schedule to
9 perform such incomplete necessary and/or recommended assessments and/or treatment.
10 These reports shall be provided to all counsel and to the court. Defendants shall bear the
11 expense of the independent monitor, including compensation and travel costs.

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14 d. Defendants shall ensure that the orders of physicians are signed
15 and mid-level providers' orders are reviewed and signed in a timely manner consistent with
16 professional standards and state law.

17 e. Defendants shall develop a protocol to coordinate prisoner health
18 care among multiple health care providers to ensure continuity of care among different
19 providers. This system will be implemented by October 1, 1994.

20
21 f. Defendants shall provide written, problem-oriented individual
22 health care plans and necessary follow-up for all prisoners with high-risk medical conditions
23 including, but not limited to, asthma, hypertension, HIV/AIDS infection, diabetes, seizure
24 disorders, tuberculosis, ulcers, medical consequences of chemical dependency, and ongoing
25 gynecological problems.

26
27 g. Defendants shall prepare a plan to provide routine gynecological
28 care for all prisoners at WCCW including PAP smears and mammograms at a medically-

1 accepted frequency, and regular and necessary access to a gynecologist. This plan shall be
2 implemented by no later than October 1, 1994.

3 5. Health Care Education for Prisoners.

4 Defendants shall prepare and make available written information about
5 how health care is provided and can be accessed at WCCW to all prisoners at WCCW and to
6 all new admittees upon their arrival at WCCW. Defendants shall ensure that illiterate
7 prisoners are given the same information verbally and that non-English speaking prisoners
8 are provided with the information in their native language.

9 6. Staff Training.

10 Defendants shall train staff to ensure that they maintain a professional
11 attitude at all times while providing health care services and that staff treat prisoners as
12 individuals with consideration for their privacy, dignity, and feelings.

13 7. Continuous Quality Improvement.

14 a. By no later than October 1, 1994, defendants shall develop a
15 continuous quality improvement program ("CQI") that monitors the quality of health care
16 services provided at WCCW. The CQI program shall monitor all major aspects of health
17 care including at least the following: access to health care, nursing services, physician
18 services, mental health services, pharmacy services, dental services, environmental services,
19 infectious control procedures, health care records, sick call services, admission screening and
20 evaluations, chronic disease services, infirmary care, diagnostic services, and adverse patient
21 occurrences including all deaths. Defendants shall establish a multi-disciplinary CQI
22 Committee that involves the participation of qualified health care professionals with the
23 appropriate specialties and which includes the participation of individuals who are not
24 regularly employed by the DOC. The CQI Committee shall perform at least quarterly

1 reviews and shall identify staff training needs and/or deficiencies, as well as any deficiencies
2 in services provided to inmates. The CQI shall also prepare corrective plans to address all
3 recommended improvements and deficiencies and assess the effectiveness of corrective
4 action.

5
6 b. The agreed upon or appointed individual described in paragraph
7 II.4.c. above, shall review findings, conclusions, corrective plans and any other reports of
8 the CQI Committee and the outcome of corrective plans to determine whether the CQI
9 process is working effectively. If the agreed upon or appointed individual determines that
10 the CQI process is not working effectively, that individual shall work with the Chair of the
11 CQI Committee to ensure that the needed improvements are made.

12
13 c. Defendants shall provide to plaintiffs' counsel copies of minutes
14 of all meetings of any CQI Committee established by the new guidelines and standards to be
15 adopted by defendants pursuant to this Stipulation and Judgment. The requirement to provide
16 such minutes shall become effective upon the entry of this Stipulation and Judgment and shall
17 continue thereafter for the duration of this Stipulation and Judgment. Defendants and
18 plaintiffs' counsel shall maintain the confidentiality and privilege of these documents.

19
20 8. Management of Health Care Services and Medical Autonomy.

21 a. Defendants shall employ a qualified health care manager
22 responsible for administration of health care services. Specifically, the manager is
23 responsible for arranging all levels of health care and ensuring the quality and accessibility of
24 all health services provided to prisoners at WCCW.

25
26 b. All medical judgments shall be made by a licensed physician or
27 a qualified health care provider under a physician's supervision.

28 c. In addition to a health care manager, defendants shall employ a

1 licensed physician as a medical director for the institution. This medical director, in addition
2 to providing primary care, shall supervise all health care judgments regarding the health care
3 provided to prisoners at WCCW.

4 9. Mental Health Services.

5 a. Effective December 1, 1994, defendants agree to provide
6 prisoners at WCCW who have acute mental health care needs comparable services provided
7 to male offenders under the jurisdiction of the Division of Prisons.

8 b. All prisoners at WCCW shall receive gender appropriate mental
9 health care treatment comparable to male offenders under the jurisdiction of the Division of
10 Prisons.

11 c. Defendants shall employ sufficient numbers of qualified mental
12 health staff to provide prisoners with adequate evaluation and treatment at least five business
13 days per week, and for emergency coverage during evenings, nights, and weekends,
14 consistent with professional standards of care.

15 10. Miscellaneous.

16 a. Defendants shall develop policy and procedures that would
17 permit prisoners to obtain their own health care at their own expense, or through private
18 insurance coverage, provided offenders using such care bear the cost of security,
19 transportation to and from personal providers and all other related expenses, and provided
20 that it does not interfere with the overall security of the institution.

21 b. Defendants shall provide necessary language interpretive
22 services to prisoners seeking or receiving health care at WCCW and provide necessary oral
23 information concerning health care services to illiterate prisoners.

24 c. This Stipulation and Judgment does not resolve any claims
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1 related to the use of restraint and seclusion at WCCW.

2 d. Defendants shall ensure that all appropriate staff are advised in a
3 timely manner of all medical special diets, excuses from programming as a result of health
4 needs, or other special health dispensations given to prisoners by health care personnel.

5 e. Defendants shall provide prisoners with appropriate special diets
6 whenever medically indicated.

7 f. Defendants shall instruct staff how to conduct room searches or
8 count prisoners during sleep hours in a manner that minimizes the degree of disturbance to
9 prisoners.

10 g. Defendants shall not house any prisoners in
11 housing units which are designated specifically and exclusively to house mentally ill prisoners
12 for reasons other than those related to mental health, unless the prisoner and institution agree
13 in writing to such placement.

14 h. Nothing contained in this Stipulation and Judgment shall prevent
15 defendants from taking corrective measures not specifically authorized in this Stipulation and
16 Judgment to maintain or improve health care services to female offenders at WCCW.

17 E. Monitoring and Report Requirements.

18 1. For the duration of this Stipulation and Judgment, defendants shall
19 permit plaintiffs' counsel, plaintiffs' expert and the agreed upon or appointed individual
20 described in paragraph II.4.c. above mutually agreed upon individual access to: WCCW
21 prisoners; WCCW staff; patient records; WCCW for on-site inspections, and all other
22 documents relevant to health care services at WCCW, except for privileged documents.
23 Access will be made available so long as there is appropriate notice to WCCW and to the
24 extent that it is not inconsistent with institutional security and operation. The parties and
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1 plaintiffs' expert and the mutually agreed upon or appointed individual shall be given access
2 to records within seven (7) days of any request, absent extenuating circumstances.

3 F. Damages and Attorneys' Fees.

4 This Stipulation and Judgment does not resolve, adjudicate or bar the damages
5 claims of any plaintiffs or class members. Plaintiffs' claims for costs and attorneys' fees are
6 reserved for determination by the court at a later date.
7

8 G. Dispute Resolution.

9 Except as otherwise herein provided, in the event that there is a dispute with
10 respect to facts relating to a possible violation of this Stipulation and Judgment, the Federal
11 Civil Rules of Discovery shall apply before the parties are required to enter into the dispute
12 resolution process.
13

14 Unless use of the dispute resolution process described below would cause
15 undue delay or imminent harm to any party, the parties agree to engage in the following
16 dispute resolution process, in good faith, prior to submitting a dispute arising under this
17 Stipulation and Judgment to the court for adjudication:

18 1. The party identifying a dispute arising under this Stipulation and
19 Judgment shall notify the other party as soon as practicable, in writing, of the alleged
20 violation of the Stipulation and Judgment, and the remedial action demanded by that party.
21

22 2. The party receiving notice of the dispute shall have ten business days
23 from receipt of the notice to respond in writing.

24 3. The response shall either describe the corrective action that will be
25 taken and the timetable for implementation or shall explain the reasons why the responding
26 party believes no remedial action is warranted.
27

28 4. If the parties are unable to resolve the dispute as described above, the

1 party identifying the dispute shall obtain the services of a mutually agreed upon mediator to
2 attempt to resolve the dispute as soon as possible. Costs of mediation shall be allocated by
3 the mediator.

4
5 5. In the event either party is dissatisfied with the results of mediation, the
6 dissatisfied party may submit the dispute to the court for resolution.

7 6. Nothing in this Stipulation and Judgment replaces the WCCW
8 Grievance Procedure.

9 H. Termination of Federal Court Jurisdiction.

10 This Court has continuing jurisdiction to enforce the terms of this Stipulation and
11 Judgment for four years following the date of its entry by this Court. Except as provided
12 below, at the conclusion of this period the Court's jurisdiction shall terminate, this
13 Stipulation and Judgment shall be vacated, and this case shall be dismissed.

14
15 Prior to the conclusion of the above period, Defendants may petition this Court for
16 termination of the court's jurisdiction and dismissal. Prior to granting the petition for early
17 termination and dismissal, the Defendants must prove by a preponderance of the evidence
18 that they have substantially complied with their obligations under this Stipulation and
19 Judgment.
20

21 Plaintiffs may move this Court for an order extending the Court's jurisdiction under
22 this Stipulation and Judgment under the following conditions:

- 23 1. By no later than three years following the date of entry of this Stipulation and
24 Judgment, Plaintiffs shall serve upon Defendants written notice of their intent
25 to seek an extension; and
26
27 2. In the written notice described in paragraph (1) above, Plaintiffs shall identify
28 with particularity the areas in which they allege Defendants have not

1 substantially complied with the conditions of this Stipulation and Judgment;
2 and

3 3. Plaintiffs must file and serve a motion and supporting documents for extension
4 of the Court's jurisdiction by no later than three years and six months
5 following the date of entry of this Stipulation and Judgment; and

6
7 4. At the hearing upon Plaintiff's motion to extend jurisdiction, Plaintiffs must
8 prove by a preponderance of the evidence that Defendants have not
9 substantially complied with this Stipulation and Judgment; and

10 5. If the Court grants Plaintiffs' motion to extend the Court's jurisdiction under
11 this Stipulation and Judgment, the Court may extend jurisdiction only so long
12 as necessary for a specified period of time to be determined by the Court to
13 allow Defendants to substantially comply with this Stipulation and Judgment.

14 In addition, the Court shall:

15
16 a. Enter detailed findings that identify where Defendants have not
17 substantially complied with this Stipulation and Judgment;

18 b. Enter an order that directs Defendants to cure such deficiencies by a
19 date certain; and

20
21 c. Set a new date upon which federal court jurisdiction shall terminate,
22 this Stipulation and Judgment shall be vacated, and this case shall be
23 dismissed.

24 I. Modification.

25 The court may modify this Stipulation and Judgment only upon (1) the
26 agreement of the parties with the approval of the Court; (2) or upon a motion to modify
27 provided that the party seeking the modification demonstrates that a significant and
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1 unforeseen or unforeseeable change in the law or in the facts warrants revision of this
2 Stipulation and Judgment, and that the proposed modification is suitably tailored to the
3 changed circumstances.

4 DONE IN OPEN COURT _____
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8 UNITED STATES DISTRICT COURT JUDGE
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APPENDIX 1

Areas to be addressed in standards for the delivery of health services at WCCW:

Administration of Health Services
Personnel
Health Education
Emergency Services
Adulatory/Clinic Services — e.g., medical/dental, sick call
Infirmary Services
Mental Health Services
Toilet and Bathing Facilities
Infection Control
Isolation Management
Examination Room
Treatment/Trauma Rooms
Sterilization and Supply
Dietary and Food Service
Pharmacy Services/Medication Management
Health Records System
Emergency Planning
Laboratory Services
Radiology Services
Continuous Quality Improvement
Environmental Health and Safety
Training for Correctional Officers
Suicide Prevention
Intake Screening and Assessment
Prenatal Care/Pregnant Patients
Dental Services (Routine/Preventative)
Gynecological Services (Routine/Preventative)
Training of Health Care Staff
Psychotropic Medications