Washington State DEPARTMENT OF SOCIAL & HEALTH SERVICES

COUNTY PROGRAM AGREEMENT

Jail Services for 18 year & older

DSHS Agreement Number: 1463-20367

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number

County Agreement Number

DSHS ADMINISTRATION	DSHS DIVISION	DSHS INDEX NUMBER	DSHS CONTRACT CODE
Juvenile Justice and Rehabilitation Administration	Division of Community Programs	1225	5000CC-63

DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS
Barbara Kraemer FA5	OB 2 PO Box 45720 Olympia, WA 985045720

DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL
(360)902-0765	(360)902-8108	kraembj@dshs.wa.gov

COUNTY NAME	COUNTY ADDRESS
Kittitas County Kittitas Co. Sheriffs Office	205 W 5th Ave Ste1Jail Ellensburg, WA 98926-
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER	COUNTY CONTACT NAME Paula Hoctor

COUNTY CONTACT TELEPHONE	COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL
(509) 962-7617	(509) 962-7037	paula.hoctor@co.kittitas.wa.us

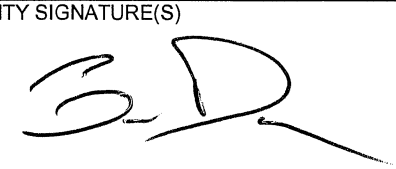
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?	CFDA NUMBERS
No	

PROGRAM AGREEMENT START DATE	**PROGRAM AGREEMENT END DATE**	MAXIMUM PROGRAM AGREEMENT AMOUNT
11/01/2014	06/30/2016	$40,000.00

EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference:

☒ **Exhibits (specify):** No Data Security Exhibit ; Exhibit A: Statement of Work - Jail Services for Youth 18 Years and Older Committed to the JJ&RA

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.

COUNTY SIGNATURE(S)	PRINTED NAME(S) AND TITLE(S)	DATE(S) SIGNED
	Gene Dana, Sheriff	11/06/2014
DSHS SIGNATURE	**PRINTED NAME AND TITLE** Del R. Hontanosas Grants and Contract Manager	**DATE SIGNED**

Special Terms and Conditions

DATED this _____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

Gene Dana, Sheriff

Neil Caulkins, Legal
D2. Mitchell

Attest:

Paul Jewel, Commissioner

Clerk of the Board

Gary Berndt, Commissioner

Obie O'Brien, Commissioner

Special Terms and Conditions

1. **Definitions**. The words and phrases listed below, as used in this Contract, shall each have the following definitions:

   a. "JJ&RA" means the Juvenile Justice and Rehabilitation Administration.

   b. "JJ&RA Bulletins/Policies" means the JJ&RA Administrative Policies, which direct JJ&RA expectations.

   c. "Limited Access" means supervised access to a juvenile(s) that is the result of the person's regularly scheduled activities or work duties.

   d. "Regular Access" means unsupervised access to a juvenile(s), for more than a nominal amount of time, that is the result of the person's regularly scheduled activities or work duties.

2. **Purpose**. The purpose of this Contract is for the Sheriff of the Kittitas County Corrections Center to provide detention services at the Kittitas County Corrections Center, for Juvenile Justice and Rehabilitation Administration (JJ&RA) youth eighteen (18) years old or older that are accepted for admittance at the direction of the JJ&RA.

3. **Statement of Work**. The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Exhibit A: Statement of Work – Jail Services for 18 years and older.

4. **Consideration**. Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of **$40,000**, including any and all expenses, and shall be based upon Exhibit A: Statement of Work – Jail Services 18 years and older.

5. **Background Checks and Sexual Misconduct.**

   a. Background Check/Criminal History - In accordance with Chapters 388-700 WAC (JJ&RA-Practices & Procedures), 72.05 RCW (Children & Youth Services) 43.20A RCW (DSHS) and by the terms of this contract, Contractor and each of its employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile must be cleared through a JJ&RA approved criminal history and background check. In addition, Contractor, each of their employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile, may be required to be cleared through a JJ&RA approved criminal history and background check.

   By execution of this contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers, who may or will have regular access have not been convicted of any of the following:

   (1) Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);

   (2) Any crime specified in Chapter 9A.44 RCW (Sex Offenses) when the victim was a juvenile in the custody of or under the jurisdiction of JJ&RA; or

   (3) Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions).

   Contractor must require that current employees, volunteers, and contracted service providers who are authorized for regular access to a juvenile(s) report any guilty plea or conviction of any of the above offenses. The report must be made to the person's supervisor within seven (7) days of conviction and any person who have reported a guilty plea or conviction for one or more of these offenses must not have regular access to any offender. Contractor shall also document

background checks/criminal history clearances for monitoring purposes.

b. Sexual Misconduct - 13.40.570 RCW (Sexual misconduct by state employees, contractors) states that when the Secretary has reasonable cause to believe that sexual intercourse or sexual contact between the employee of a contractor and an offender has occurred, the Secretary shall require the employee of a contractor to be immediately removed from any employment position which would permit the employee to have any access to any offender.

By execution of this contract, contractor affirms that contractor, each of its employees, subcontractors, and/or volunteers are knowledgeable about the requirements of 13.40.570 RCW (Sexual misconduct by state employees, contractors) and of the crimes included in 9A.44 RCW (Sex Offenses).

In addition, the Secretary shall disqualify for employment with a contractor in any position with access to an offender, any person:

(1) Who is found by the department, based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with the offender; or

(2) Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender

If any actions are taken under 13.40.570 RCW, subsections (3) or (4), the Contractor must demonstrate to the Secretary they have greatly reduced the likelihood that any of its employees, volunteers, or subcontractors could have sexual intercourse or sexual contact with any offender. The contract shall not be renewed unless the Secretary determines significant progress has been made.

6. Compliance with JJ&RA Policies and Standards.

a. In addition to the governing Federal and State laws and regulations, the Contractor shall comply with all the following as applicable to the services provided:

(1) DSHS and JJ&RA Rules (WAC); and

(2) DSHS and JJ&RA Bulletins/Policies.

DSHS and JJ&RA Rules, Bulletins, and Policies are located at:
http://www.dshs.wa.gov/JJ&RA/policy.shtml

b. In case of conflict or inconsistency between the aforementioned, the higher standard of compliance shall prevail.

c. Records created or obtained during a youth's stay and/or maintained as a part of the youth's case files are JJ&RA juvenile records, and subject to the same confidentiality guidelines established in statute, to include but not be limited to, RCW13.40. DSHS shall have access to all records related to a JJ&RA youth upon request.

7. Federal Prison Rape Elimination Act.

In accordance with the Federal Prison Rape Elimination Act (PREA) of 2003, 28 CFR Part 115, http://www.ojp.usdoj.gov/programs/pdfs/prea_final_rule.pdf
Subpart A, the Contractor shall:

a. Adopt and be in compliance with the PREA standards for preventing, detecting and responding to sexual misconduct in adult prisons and jails.

b. Provide for JJ&RA contract monitoring to ensure that the contractor is in compliance with the PREA standards.

8. Billing and Payment.

a. The contracted activities shall be paid up to the amount specified for the deliverables identified in the Statement of Work and payment shall be made upon receipt of the deliverable. JJ&RA shall not make payment for any deliverable not completed in accordance to the specifications identified in this contract.

b. DSHS shall pay the Contractor upon acceptance by DSHS of a properly completed A-19 Invoice Voucher. The invoice shall describe and document the following:

(1) Date and time period of service(s) performed;

(2) Name or other client identifier; and

(3) Description of work performed.

c. Payment shall be considered timely if made by DSHS within 30 days after the receipt of the properly completed invoice.

d. Payment shall be sent to the Contractor's address at:

Kittitas County Sheriff's Office
307 W Umptanum Road
Ellensburg, WA 98926

e. The Contractor accepts the DSHS payment as the sole and complete payment for the services provided under this contract.

f. DSHS shall not reimburse the Contractor for authorized services not provided to clients, or for services provided which are not authorized or are not provided in accordance with paragraph 2, "Statement of Work." If DSHS pays the Contractor for services authorized but not provided by the Contractor in accordance with this Contract's "Statement of Work," the amount paid shall be considered to be an overpayment.

g. If this Contract is terminated for any reason, DSHS shall pay for only those services authorized and provided through the date of termination.

9. Disputes. Either the Contractor or JJ&RA may initiate a dispute claim for consideration by the other party, as it relates to the terms of this Contract, or to the services provided by the Contractor under the terms of this Contract. In accordance with the JJ&RA dispute resolution process, attempts to resolve disputes shall initially be addressed and be resolved at the lowest level possible between the Contractor and JJ&RA organization, which initiated the contract. Upon verbal or written request from the Contractor, JJ&RA shall provide the Contractor a copy of the JJ&RA dispute resolution process within 5 working days of the request.

Exhibit A

STATEMENT OF WORK

JAIL SERVICES FOR YOUTH 18 YEARS and OLDER COMMITTED TO THE JJ&RA

1. Services Provided.

a. The purpose of this Statement of Work is for the Sheriff of the Kittitas County to provide detention services at the Kittitas County Corrections Center, for Juvenile Justice and Rehabilitation Administration (JJ&RA) youth eighteen (18) years old or older that are accepted for admittance at the direction of the JJ&RA.

b. Detention Services shall include custody, supervision, and routine care for all JJ&RA youth eighteen (18) years old, or older that are accepted for admittance. Such JJ&RA youth shall be housed within the Kittitas County Corrections Center.

c. The Sheriff of the Kittitas County Corrections Center is primarily responsible for the operation of the Kittitas County Corrections Center

d. Any JJ&RA youth housed at the Kittitas County Corrections Center under the terms of this agreement shall be subject to all rules and regulations governing other inmates housed in the Kittitas County Corrections Center.

2. Kittitas County Corrections Center Responsibilities.

a. The Sheriff of the Kittitas County Corrections Center has no obligation whatsoever, at any time, to accept JJ&RA youth.

b. Only when the Sheriff of the Kittitas County Corrections Center determines, at his sole discretion, that space exists in the Kittitas County Corrections Center to house JJ&RA youth, does he have the obligation to consider accepting JJ&RA youth.

c. Once the Sheriff of the Kittitas County Corrections Center accepts a JJ&RA youth, upon a two-day notice, he may request that JJ&RA pick up such youth and relocate him/her to another location or facility not under control of the Sheriff of the Kittitas County Corrections Center.

d. JJ&RA youth shall receive such medical, psychiatric and dental treatment as may be necessary to safeguard their health while housed in the Kittitas County Corrections Center, to the extent required by applicable laws and regulations. Kittitas County shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services, JJ&RA shall pay Kittitas County Sheriff's office for any and all costs associated with the delivery of any emergency, major medical and/or outside medical service provided to JJ&RA youth.

e. Should conditions of an unusual nature occur making it impractical or undesirable to continue to house JJ&RA youth, the Sheriff of the Kittitas County Corrections Center may suspend or restrict the use of the facility by giving written notice to JJ&RA.

f. The Sheriff of the Kittitas County Corrections Center may move the youth from the Kittitas County Correction Center to another suitable location for housing in the event of an emergency

such as fire, earthquake, or catastrophe, or conditions presenting imminent danger to the safety of the youth. The Sheriff of the Kittitas County Corrections Center agrees to notify JJ&RA, prior to the move as circumstances permit or as soon as possible thereafter, of the location at which the JJ&RA youth is being held.

g. In the event any JJ&RA youth shall escape from the custody of the Kittitas County Corrections Center, the Kittitas County shall use all reasonable means to recapture the youth. The escape shall be reported immediately to JJ&RA. Any costs incurred by Kittitas County in conjunction with recapturing the youth shall be chargeable to and borne by JJ&RA.

3. JJ&RA Responsibilities.

a. JJ&RA shall at all times, except as may be provided to the contrary herein, be responsible for the delivery and retaking of JJ&RA youth.

b. JJ&RA shall be responsible for transporting youth from the Kittitas County Corrections Center to the following:

(1) Court,
(2) Medical appointments, and
(3) Hospital stays.

c. In an emergency, Kittitas County Corrections Center staff may provide transport duties but will be relieved as soon as possible by JJ&RA staff.

d. JJ&RA shall have access, at all times with 24-hour notice and approval, to the Kittitas County Corrections Center for the purpose of inspecting the facilities and visiting any of its youth confined therein under the terms of this agreement.

4. Compliance.

a. The County shall comply with all applicable Federal and State laws, pertinent WACs and RCWs, JRA bulletins, and other rules, regulations and publications identified throughout the Statement of Work.

b. In case of conflict or inconsistency between the aforementioned, the higher standard of compliance shall prevail.

c. If the County utilizes subcontractors for the provision of services under this contract, the County must notify JRA in writing and maintain sufficient documentation to verify that the subcontractors meet all the requirements under this contract. In no event shall the existence of a subcontract release or reduce the liability of the County for any breach of performance. Subcontractors shall be the agent of the County and agree to hold JRA harmless for acts or omissions of the subcontractors.

d. The County shall assist the JRA to perform reviews of sites where services are delivered at regular intervals using agreed upon forms and methods.

5. Billing.

a. The contracted activities shall be paid up to the amount specified for the deliverables identified in the Statement of Work and payment shall be made upon receipt of the deliverable. JRA shall not make payment for any deliverable not completed to JRA's satisfaction.

b. The County shall be paid $61.80 per billable day through termination of this contract. A billable day will be those days that the youth spends the night in the detention facility. The County shall provide JJ&RA with at least 30-day's notice of any rate changes; and any rate change must be modified by a written amendment signed by both parties.

c. The County shall submit an A-19 Invoice Voucher to JJ&RA each month for services provided, detailing client names and jail detention dates/times.

d. The County shall accept this payment as sole and complete remuneration for services provided to offenders under this contract. This does not preclude the County from seeking other funding sources.

e. The County shall use these funds to supplement, not supplant, the amount of federal, state, and local funds otherwise expended for the services provided under this agreement.

f. Under no circumstances shall the County bill twice for the same service.

g. Payment shall be considered timely if made by DSHS within 30 days after the receipt of the properly completed invoice.

h. Payment shall be sent to the Contractor's address on page one of this Contract.

i. DSHS shall not pay the Contractor for authorized services not provided to clients, or for services provided which are not authorized or are not provided in accordance with the "Statement of Work." If DSHS pays the Contractor for services authorized but not provided by the Contractor in accordance with this Contract's "Statement of Work," the amount paid shall be considered to be an overpayment.

j. If this Contract is terminated for any reason, DSHS shall pay for only those services authorized and provided through the date of termination.

6. Mailing Addresses.

All notices, billings and correspondence among the parties to this agreement shall be sent to the following addressees at the following addresses:

(1) Jail Commander:	Paula Hoctor Kittitas County Corrections Center 205 W 5th Avenue, Ste. 1/Jail Ellensburg, WA 98926
(2) Sheriff:	Gene Dana Kittitas County Sheriff's Office 307 W Umptanum Road Ellensburg, WA 98926
(3) JJ&RA	Marty Butkovich JJ&RA Region 1 Administrator 1626 West Boone Avenue Spokane, WA 99201

Special Terms and Conditions

Additionally, the individuals listed hereinabove are each respectively designated to act as each Party's representative for administering their respective obligations under the terms of this agreement.