

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Whatcom County Superior Court Administration								
Division/Program: (i.e. Dept. Division and Program)	Juvenile Court Administration								
Contract or Grant Administrator:	Stephanie Kraft								
Contractor's / Agency Name:	Washington State Department of Children, Youth and Families								
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/>									
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____									
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____									
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)									
Is this a grant agreement? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____									
Is this contract grant funded? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, Whatcom County grant contract number(s): _____									
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____									
Contract Cost Center: <u>10007011.4342</u> <u>7000.S.70063</u>									
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.									
If YES, indicate exclusion(s) below: <table border="0"> <tr> <td><input type="checkbox"/> Professional services agreement for certified/licensed professional.</td> <td><input type="checkbox"/> Goods and services provided due to an emergency</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than \$100,000.</td> <td><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than 120 days.</td> <td><input type="checkbox"/> Work related subcontract less than \$25,000.</td> </tr> <tr> <td><input checked="" type="checkbox"/> Interlocal Agreement (between Governments).</td> <td><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</td> </tr> </table>		<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency	<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Work related subcontract less than \$25,000.	<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
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<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.								
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>Unknown</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>Unknown</u>	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance.</li> <li>5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.</li> </ol>								
Summary of Scope: _____									
This contract will reimburse detention services for youth held for Juvenile Rehabilitation at the rate of \$250 per day.									
Term of Contract: 07/01/2025 Expiration Date: 06/30/2026									

Contract Routing:	1. Prepared by: Stephanie Kraft	Date: 07/24/2025
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: 07/25/2025
	3. AS Finance reviewed: <u>electronic approval AT/SC</u>	Date: 07/25/25
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

		<h2 style="text-align: center;">COUNTY PROGRAM AGREEMENT</h2> <h3 style="text-align: center;">Juvenile Detention Services</h3>		DCYF Agreement Number 2563-62849	
<b>This Program Agreement is by and between the State of Washington Department of Children, Youth &amp; Families (DCYF) and the County identified below, and is issued in conjunction with a County and DCYF Agreement On General Terms and Conditions, which is incorporated by reference.</b>				Administration or Division Agreement Number  County Agreement Number	
DCYF ADMINISTRATION Department of Children, Youth, and Families		DCYF DIVISION Children, Youth and Families		DCYF INDEX NUMBER 1241	
DCYF CONTACT NAME AND TITLE Karena McGovern Contract Specialist		DCYF CONTACT ADDRESS 1500 Jefferson Street SE  Olympia, WA 98501			
DCYF CONTACT TELEPHONE (360)870-5727		DCYF CONTACT FAX <a href="#">Click here to enter text.</a>		DCYF CONTACT E-MAIL karena.mcGovern@dCYF.wa.gov	
COUNTY NAME Whatcom County		COUNTY ADDRESS 311 Grand Ave Bellingham, WA 98225			
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER		COUNTY CONTACT NAME Stephanie Kraft			
COUNTY CONTACT TELEPHONE (360) 778-5496		COUNTY CONTACT FAX		COUNTY CONTACT E-MAIL skraft@co.whatcom.wa.us	
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No				CFDA NUMBERS	
PROGRAM AGREEMENT START DATE 07/01/2025		PROGRAM AGREEMENT END DATE 06/30/2026		MAXIMUM PROGRAM AGREEMENT AMOUNT Fee For Service	
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: <input checked="" type="checkbox"/> <b>Exhibits (specify): Exhibit A-Juvenile Detention Statement of Work</b>					
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 DCYF only upon signature by DCYF.					
COUNTY SIGNATURE(S)		PRINTED NAME(S) AND TITLE(S)  Stephanie Kraft  Court Admin		DATE(S) SIGNED	
DCYF SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	

## County General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:
  - a. "Agreement" means this Department of Children Youth & Families (DCYF) County Agreement on General Terms and Conditions and any exhibits and other documents attached or incorporated by reference. Unless plainly inconsistent with context, the term "Agreement" includes and refers to all such agreements collectively.
  - b. "CFR" means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.
  - c. "County" means the political subdivision of the state of Washington named above performing services pursuant to this Agreement and any Program Agreement.
  - d. "County Representative" means an individual in the position of County Manager, County Administrator, County Executive, or other similar position which reports to the highest governing body responsible for the subject matter of the Agreement or applicable Program Agreement(s).
  - e. "DCYF Contracts Administrator" means the individual in the DCYF Contracts Department with oversight authority for the Department of Children Youth & Families statewide agency contracting procedures, or their appropriate designee.
  - f. "DCYF Contracts Department" means the Department of Children Youth & Families statewide agency headquarters contracting office, or successor section or office.
  - g. "DCYF Representative" means any DCYF employee who has been delegated contract-signing authority by the DCYF Secretary or his/her designee.
  - h. "Department of Children, Youth & Families" or "DCYF" means the Washington agency devoted exclusively to serve and support Washington state's youth and their families.
  - i. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - j. "General Terms and Conditions" means the contractual provisions contained within this Agreement, which govern the contractual relationship between DCYF and the County, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.
  - k. "Program Agreement" or "County Program Agreement" means a written agreement between DCYF and the County containing special terms and conditions, including a statement of work to be performed by the County and payment to be made by DCYF. This term may also refer to an agreement between DCYF and the County, which was transferred to DCYF by operation of law.
  - l. "RCW" means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.
  - m. "Secretary" means the individual appointed by the Governor, State of Washington, as the head of DCYF, or his/her designee.

## County General Terms and Conditions

- n. "Subcontract" means a separate Agreement between the County and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the County shall perform pursuant to any Program Agreement.
- o. "USC" means the United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.
- p. "WAC" means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.

2. **Amendment.** This Agreement, or any term or condition thereof, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
3. **Assignment.** Except as otherwise provided herein in Section 21, the County shall not assign rights or obligations derived from this Agreement or any Program Agreement to a third party without the prior, written consent of the DCYF Contracts Administrator and the written assumption of the County's obligations by the third party.
4. **Billing Limitations.** Unless otherwise specified in a Program Agreement, DCYF shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.
5. **Compliance with Applicable Law.** At all times during the term of this Agreement and any Program Agreement, the County and DCYF shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
6. **County Certification Regarding Ethics.** By signing this Agreement, the County certifies that the County is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement and any Program Agreement.
7. **Debarment Certification.** The County, by signature to this Agreement, certifies that the County is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any federal department or agency. The County also agrees to include the above requirement in all subcontracts into which it enters.
8. **Disputes.**

Both DCYF and the County ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of the Agreement or applicable Program Agreement(s), either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If the managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DCYF ("Secretary") and the County Representative or their deputy or designated delegate. Both Parties will be responsible for submitting

## County General Terms and Conditions

all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and the County Representative.

Upon receipt of the referral and relevant documentation, the Secretary and County Representative will confer to consider the potential options for resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and County Representative may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and County Representative are unable to come to a mutually acceptable decision within fifteen (15) days, they may agree to issue an extension to allow for more time.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under the Agreement or applicable Program Agreement(s) that are not affected by the dispute.

The final decision will be put in writing and will be signed by both the Secretary and County Representative. If the Agreement is active at the time of resolution and amendment of the Agreement is warranted for ongoing clarity, the Parties will execute an amendment to incorporate the final decision into the Agreement. If this dispute process is used, the resolution decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision. Notwithstanding the foregoing, each Party reserves the right to litigate issues *de novo* in court.

9. **Entire Agreement.** This Agreement and any Program Agreement, including all documents attached to or incorporated by reference into either, shall contain all the terms and conditions to be agreed upon by the parties. Upon execution of any Program Agreement, this Agreement shall be considered incorporated into that Program Agreement by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement or any Program Agreement shall be deemed to exist or bind the parties.
10. **Governing Law and Venue.** The laws of the state of Washington govern this Agreement. In the event of a lawsuit by the County against DCYF involving this Agreement or a Program Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DCYF against the County involving this Agreement or a Program Agreement, venue shall be proper only as provided in RCW 36.01.050.
11. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of any Program Agreement. No party to this Agreement or any Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement and any Program Agreement. DCYF and the County shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that such cooperation may not be feasible in all circumstances. DCYF and the County agree to notify the attorneys of record in any tort lawsuit where both are parties if either DCYF or the County enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible thereafter, and the notice may be either written or oral.
12. **Independent Status.** For purposes of this Agreement and any Program Agreement, the County acknowledges that the County is not an officer, employee, or agent of DCYF or the state of Washington. The County shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DCYF or the state of Washington. The County shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of the state of Washington. The County shall indemnify and hold harmless DCYF from all obligations to pay or withhold federal or state taxes or contributions on behalf of the County or the County's employees.

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- 13. Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, any Program Agreement, and applicable laws and regulations. During the term of any Program Agreement and for one (1) year following termination or expiration of the Program Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, any Program Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
- 14. Insurance.** DCYF certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The County certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in any Program Agreements. The County shall pay for losses for which it is found liable.

**15. Maintenance of Records.**

During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:

- a. Document performance of all acts required by law, regulation, or this Agreement;
- b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the County's invoices to DCYF and all expenditures made by the County to perform as required by this Agreement.

**16. Nondiscrimination**

a. Nondiscrimination Requirement

- (1) During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3).
- (2) In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

b. Obligation to Cooperate

Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

c. Default

- (1) Notwithstanding any provision to the contrary, DCYF may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3).
- (2) Any such suspension will remain in place until DCYF receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency.

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- (3) In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DCYF may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200.
- (4) Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

### d. Remedies for Breach

- (1) Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW.
- (2) DCYF shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe DCYF for default under this provision.

17. **Operation of General Terms and Conditions.** These General Terms and Conditions shall be incorporated by reference into each Program Agreement between the County and DCYF in effect on or after the start date of this Agreement. These General Terms and Conditions govern and apply only to work performed under Program Agreements between the parties.
18. **Order of Precedence.** In the event of an inconsistency in this Agreement and any Program Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
  - a. Applicable federal and state of Washington statutes and regulations;
  - b. This Agreement;
  - c. The Program Agreement(s).
19. **Ownership of Material.** Material created by the County and paid for by DCYF as a part of any Program Agreement shall be owned by DCYF and shall be "work made for hire" as defined by 17 USC§ 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the County uses to perform a Program Agreement but is not created for or paid for by DCYF is owned by the County and is not "work made for hire"; however, DCYF shall have a perpetual license to use this material for DCYF internal purposes at no charge to DCYF, provided that such license shall be limited to the extent which the County has a right to grant such a license.
20. **Severability.** The provisions of this Agreement and any Program Agreement are severable. If any court holds invalid any provision of this Agreement or a Program Agreement, including any provision of any document incorporated herein or therein by reference, that invalidity shall not affect the other provisions this Agreement or that Program Agreement.

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- 21. Subcontracting.** The County may subcontract services to be provided under a Program Agreement, unless otherwise specified in that Program Agreement. If DCYF, the County, and a subcontractor of the County are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement or any Program Agreement, then DCYF shall be responsible for its proportionate share, and the County shall be responsible for its proportionate share. Should a subcontractor to the County pursuant to a Program Agreement be unable to satisfy its joint and several liability, DCYF and the County shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the trier of fact. Nothing in this section shall be construed as creating a right or remedy of any kind or nature in any person or party other than DCYF and the County. This provision shall not apply in the event of a settlement by either DCYF or the County.
- 22. Subrecipients.**
- a. General. If the County is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the County will:
    - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
    - (2) Maintain internal controls that provide reasonable assurance that the County is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
    - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
    - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the County and its Subcontractors who are subrecipients;
    - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
    - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.
  - b. Single Audit Act Compliance. If the County is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the County will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the County will:
    - (1) Submit to the DCYF contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
    - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.



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- c. Overpayments. If it is determined by DCYF, or during the course of a required audit, that the County has been paid unallowable costs under this or any Program Agreement, DCYF may require the County to reimburse DCYF in accordance with 2 CFR Part 200.

**23. Survivability.** The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration of a particular Program Agreement shall survive. Surviving terms include, but are not limited to: Disputes, Responsibility, Inspection, Maintenance of Records, Ownership of Material, Subcontracting, Termination for Default, Termination Procedure, and Title to Property.

**24. Termination Due to Change in Funding, Agreement Renegotiation or Suspension.**

If the funds DCYF relied upon to establish any Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this Agreement but prior to the normal completion of any Program Agreement:

- a. At DCYF's discretion, the Program Agreement may be renegotiated under the revised funding conditions.
- b. Upon no less than fifteen (15) calendar days' advance written notice to County, DCYF may suspend County's performance of any Program Agreement when DCYF determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the County's performance to be resumed prior to the normal completion date of the Program Agreement. For purposes of this sub-section, "written notice" may include email.
  - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
  - (2) When DCYF determines that the funding insufficiency is resolved, it will give the County written notice to resume performance. Upon the receipt of this notice, the County will provide written notice to DCYF informing DCYF whether it can resume performance and, if so, the date of resumption.
  - (3) If the County's proposed resumption date is not acceptable to DCYF and an acceptable date cannot be negotiated, DCYF may terminate the Program Agreement by giving written notice to the County. The parties agree that the Program Agreement will be terminated retroactive to the effective date of suspension. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the retroactive date of termination.
- c. DCYF may terminate the Program Agreement by providing at least fifteen (15) calendar days' advance written notice to the County. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the effective date of termination. No penalty shall accrue to DCYF in the event the termination option in this section is exercised.

**25. Termination for Convenience.** The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement in whole or in part for convenience by giving the County at least thirty (30) calendar days' written notice addressed to the County at the address shown on the cover page of the applicable agreement. The County may terminate this Agreement and any Program Agreement for convenience by giving DCYF at least thirty (30) calendar days' written notice addressed to: DCYF Contracts Department, PO Box 45710, Olympia, Washington 98504-5710.

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### 26. Termination for Default.

- a. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to the County, if DCYF has a reasonable basis to believe that the County has:
  - (1) Failed to meet or maintain any requirement for contracting with DCYF;
  - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
  - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; or
  - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
- b. Before the DCYF Contracts Administrator, or their appropriate designee, may terminate this Agreement or any Program Agreement for default, DCYF shall provide the County with written notice of the County's noncompliance with the agreement and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the DCYF Contracts Administrator, or appropriate designee, may then terminate the agreement. The DCYF Contracts Administrator may terminate the agreement for default without such written notice and without opportunity for correction if DCYF has a reasonable basis to believe that a Client's health or safety is in jeopardy.
- c. The County may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to DCYF, if the County has a reasonable basis to believe that DCYF has:
  - (1) Failed to meet or maintain any requirement for contracting with the County;
  - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
  - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; and/or
  - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
- d. Before the County may terminate this Agreement or any Program Agreement for default, the County shall provide DCYF with written notice of DCYF's noncompliance with the agreement and provide DCYF a reasonable opportunity to correct DCYF's noncompliance. If DCYF does not correct DCYF's noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the agreement.

### 27. Termination Procedure. The following provisions apply in the event this Agreement or any Program Agreement is terminated:

- a. The County shall cease to perform any services required by the Program Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
- b. The County shall promptly deliver to the DCYF contact person (or to his or her successor) listed on the first page of the Program Agreement, all DCYF assets (property) in the County's possession,

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including any material created under the Program Agreement. Upon failure to return DCYF property within fifteen (15) working days of the Program Agreement termination, the County shall be charged with all reasonable costs of recovery, including transportation. The County shall take reasonable steps to protect and preserve any property of DCYF that is in the possession of the County pending return to DCYF.

- c. DCYF shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DCYF may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DCYF.
- d. If the DCYF Contracts Administrator terminates any Program Agreement for default, DCYF may withhold a sum from the final payment to the County that DCYF determines is necessary to protect DCYF against loss or additional liability occasioned by the alleged default. DCYF shall be entitled to all remedies available at law, in equity, or under the Program Agreement. If it is later determined that the County was not in default, or if the County terminated the Program Agreement for default, the County shall be entitled to all remedies available at law, in equity, or under the Program Agreement.

- 28. **Treatment of Client Property.** Unless otherwise provided in the applicable Program Agreement, the County shall ensure that any adult client receiving services from the County under a Program Agreement has unrestricted access to the client's personal property. The County shall not interfere with any adult client's ownership, possession, or use of the client's property. The County shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of the Program Agreement, the County shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the County from implementing such lawful and reasonable policies, procedures and practices as the County deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).
- 29. **Title to Property.** Title to all property purchased or furnished by DCYF for use by the County during the term of a Program Agreement shall remain with DCYF. Title to all property purchased or furnished by the County for which the County is entitled to reimbursement by DCYF under a Program Agreement shall pass to and vest in DCYF. The County shall take reasonable steps to protect and maintain all DCYF property in its possession against loss or damage and shall return DCYF property to DCYF upon termination or expiration of the Program Agreement pursuant to which it was purchased or furnished, reasonable wear and tear excepted.
- 30. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. No waiver shall be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, Amendment. Only the DCYF Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DCYF.

## **Special Terms and Conditions**

- 1. Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
  - a. "Contractor" means the County.
  - b. "DCYF" means the Department of Children, Youth, and Families.
  - c. "Emergency Health Care" means care, services, and supplies for an acute or unexpected health need that requires immediate evaluation or treatment by a health care practitioner.
  - d. "JR" means the Juvenile Rehabilitation which is under the DCYF.
  - e. "JR Bulletins/Policies" means the JR Administrative Policies, which direct JR expectations.
  - f. "Limited Access" means supervised access to a juvenile(s) that is the result of the person's regularly scheduled activities or work duties.
  - g. "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. Background Checks**
  - a. This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this Contract.
  - b. In accordance with Chapters 110-700 WAC (JR-Practices & Procedures), 72.05 RCW (Children & Youth Services), 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 JR 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 JR approved criminal history and background check.
  - c. 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 JR; or
    - (3) Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions).
  - d. 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.

## **Special Terms and Conditions**

### **3. Sexual Misconduct**

- a. 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.
- b. 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).
- c. 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
- d. 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.

### **4. Subcontractor**

If the Contractor utilizes subcontractors for the provision of services under this Contract, the Contractor must notify JR 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.

### **5. Monitoring**

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

### **6. Billing and Payment**

- a. If reports required under this Contract are delinquent, DCYF, JR may stop payment to the Contractor until such required reports are submitted to JR.
- b. The Contractor agrees to accept this payment as total and complete remuneration for services provided to offenders under this agreement. This does not preclude the Contractor from seeking other funding sources. No indirect costs are allowed.
- c. The Contractor 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.
- d. Under no circumstance shall the Contractor bill twice for the same services.

### **Special Terms and Conditions**

- e. The Contractor shall maintain backup documentation of all costs billed under this contract.
- f. If the Contractor bills and is paid fees for services that JR later finds were either 1) not delivered or 2) not delivered in accordance with this contract or contract attachments, JR shall recover fees and the Contractor shall fully cooperate.

**EXHIBIT A**

**STATEMENT OF WORK**  
**Detention Services**

**1. Purpose**

To provide secure detention services to youth pending transportation to a JR residential facility that are:  
1) state committed; 2) parole revoked; or 3) community facility transfers.

**2. Contractor Obligations**

a. The Contractor shall provide secure detention center services including care, custody, supervision, education, and recreation to the following JR youth while in detention:

(1) For youth who are committed to the State, the Contractor shall:

- (a) Make direct contact with the JR designated staff of commitment
- (b) Provide and make available to JR with the following information for each youth committed to JR:
  - i. Court Order
  - ii. Complete JR Sentencing Worksheet
  - iii. Information necessary to successfully transition the youth, including contact information for the youth's parents/guardian.
- (c) Detention stays become billable upon notification and receipt of the above documentation by JR (except when information is received on business days after 4:00 pm).

(2) Make available the following information for each youth committed to JR:

- (a) Information to the Court on the Offense
- (b) Police Reports on the Offense
- (c) Victim Witness Interviews (when completed for sex offenders)
- (d) Previous Reports to the Court (if available)
- (e) Incidents Reports from Current Detention Stays (if applicable)
- (f) Other Social File Materials (e.g., mental health reports, school information, etc.)

(3) For youth who are on parole revocation or, if applicable, a community facility transfer due to threats of health or safety of others.

**3. Consideration**

The Contractor shall be reimbursed at the rate of **\$250.00** per day, per youth for detention services.  
The Contractor shall be guaranteed the first day of detention services.

- a. For youth who are committed to the State, Billable days will be those days that the youth spends the night in the detention facility providing:
  - (1) JR staff is notified and receives the required information identified in 2.a. above and shall end upon release of the youth to a JR staff's custody;
  - (2) Notification and receipt of required information received on business days prior to 4:00 pm is billable; and
  - (3) However, notification and receipt of required information received after 4:00 pm Friday through the weekend is not billable until the following Monday (excluding holidays).
- b. For youth who are on parole revocation or a community facility transfer due to threats to health or safety of others, Billable days will be those days that the youth spends the night in the detention facility.
- c. Medical Cost of JR Detained Youth
  - (1) In addition to the per day bed rate, JR shall be responsible for medical costs other than the routine medical attention provided in detention incurred by the County. Except for emergency health care JR shall not pay for non-routine medical care unless the County obtains pre-approval from JR that the care is necessary.
  - (2) JR shall be responsible for any security costs for correctional staff required to safely transport and supervise the juvenile to necessary and approved off-site health care for further treatment. The County will coordinate with JR if a health care stay exceeds 24-hours so JR can make arrangements for ongoing security and custody.

#### **4. Payment and Billing**

The Contractor shall submit monthly A-19 Invoice Vouchers with supporting documentation to the JR Regional Office each month for services provided, which shall include:

- a. Name of youth,
- b. Date of admission to detention,
- c. Date and time of release from detention, and
- d. Number of billable days.

#### **5. JR Program Contact Information**

The primary program contact for Juvenile Court Block Grant for DCYF shall be:

Ryan Pinto  
Regional Administrator  
Juvenile Rehabilitation  
206-639-6010  
[ryan.pinto@dcyf.wa.gov](mailto:ryan.pinto@dcyf.wa.gov)