

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

**20250608**

Originating Department:	Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	Corrections/In Custody
Contract or Grant Administrator:	Caleb Erickson
Contractor's / Agency Name:	State of WA Dept of Children, Youth & Families
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> 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 type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____ Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____ Is this contract the result of a RFP or Bid process? Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: 13501000.4342.3000.S.350207 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: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input checked="" type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input 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): \$ 52,000.00 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	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> : 1. Exercising an option contained in a contract previously approved by the council. 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. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 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.
Summary of Scope: _____ The purpose of this Contract is for the Whatcom County Sheriff's Office to provide detention services at the Whatcom County Jail for Juvenile Rehabilitation youth eighteen (18) years old or older committed to Juvenile Rehabilitation that are accepted for admittance at the direction of JR.	
Term of Contract: 2 years      Expiration Date: 06/30/2027	

Contract Routing:	1. Prepared by: LReid	Date: 06/03/25
	2. Attorney signoff: BWaldron	Date: 05/23/25
	3. AS Finance reviewed: DKemph	Date: 06/10/25
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed:	Date: _____
	6. Submitted to Exec.: <u>St. J.</u>	Date: <u>6.25.25</u>
	7. Council approved (if necessary): <u>AB2025-449</u>	Date: <u>6.24.25</u>
	8. Executive signed:	Date: <u>6.25.25</u>
	9. Original to Council:	Date: _____

**WHATCOM COUNTY  
SHERIFF'S OFFICE**  
**DONNELL "TANK" TANKSLEY**  
*Sheriff*



**PUBLIC SAFETY BUILDING**  
311 Grand Avenue  
Bellingham, WA 98225  
(360) 778-6600

**MEMORANDUM**

TO: Satpal Sidhu, County Executive

FROM: Donnell "Tank" Tanksley, Sheriff

RE: State of WA Department of Children, Youth and Families

DATE: June 3, 2025

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Enclosed are two (2) originals of a Program Agreement between the State of Washington Department of Children, Youth and Families and Whatcom County for your review and signature.

▪ **Background and Purpose**

The purpose of this Agreement is for the Whatcom County Sheriff's Office to provide detention services (on rare occasions) for youth eighteen years old or older committed to Juvenile Rehabilitation (JR) that are accepted for admittance at the direction of JR,

▪ **Funding Amount and Source**

Funding comes from the State of Washington Department of Children, Youth and Families budget. The daily rate is \$140.00 for each bed day with a maximum amount of \$52,000.00 for the two-year Agreement (\$26,000 per year).


▪ **Difference from Previous Contracts**

The previous contract amount was \$10,000.00 for two years (\$5,000.00 per year).

Please contact Caleb Erickson at extension 6455 if you have any questions or concerns regarding the terms of this agreement.

Enclosures (2)



		<b>COUNTY PROGRAM AGREEMENT</b> <b>Jail Services 18 Years and Older</b>		DCYF Agreement Number 2563-61954
<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 CONTRACT CODE 2000CC-63	
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 Click here to enter text.		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 91-6001383		COUNTY CONTACT NAME Caleb Erickson		
COUNTY CONTACT TELEPHONE (360) 778-6455	COUNTY CONTACT FAX		COUNTY CONTACT E-MAIL cerickso@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 06/30/2027	MAXIMUM PROGRAM AGREEMENT AMOUNT \$52,000.00		
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: <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A-Data Security Requirements; Exhibit B-Statement of Work				
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)  <i>Please see next page.</i>		PRINTED NAME(S) AND TITLE(S)		DATE(S) SIGNED
DCYF SIGNATURE <i>Karena McGovern</i>		PRINTED NAME AND TITLE Karena McGovern Contract Specialist		DATE SIGNED 6/9/2025

**WHATCOM COUNTY:**  
**Recommended for Approval:**



Donnell "Tank" Tanksley, Sheriff

6-4-25

Date

**Approved as to form:**

Approved via email BW (P)

Brandon Waldron, Prosecuting Attorney

6-3-25

Date

**Approved:**

Accepted for Whatcom County:

By:   
Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON )  
  ) ss  
COUNTY OF WHATCOM )



On this 25<sup>th</sup> day of June, 2025, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



NOTARY PUBLIC in and for the State of Washington,  
residing at Bell-gram. My commission expires  
7-10-28.

## **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.
  - 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.



## County General Terms and Conditions

- 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 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

## County General Terms and Conditions

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.
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.

## **County General Terms and Conditions**

- 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.
- (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



## County General Terms and Conditions

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.
- 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:

## **County General Terms and Conditions**

- (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.

c. **Overpayments.** If it is determined by DCYF, or during 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.

## County General Terms and 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 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 retroactively 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.

**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.



## **County General Terms and Conditions**

- 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, 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 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

## County General Terms and Conditions

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 Whatcom County
  - b. "DCYF" means the Department of Children, Youth, and Families.
  - c. "Juvenile Rehabilitation" or "JR" means the Division under the Department of Children, Youth, and Families.
2. **Purpose.** The purpose of this Contract is for the Whatcom County Sheriff's Office (Sheriff) to provide detention services at the Whatcom County Jail (Jail) for Juvenile Rehabilitation (JR) youth eighteen (18) years old or older committed to Juvenile Rehabilitation that are accepted for admittance at the direction of JR.
3. **Data Security Requirements – Exhibit A.** The contractor shall protect, segregate, and dispose of data from DCYF as described in Exhibit A.
4. **Statement of Work – Exhibit B.** 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 B-Statement of Work.
5. **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. JR shall not make payment for any deliverable not completed in accordance to the specifications identified in this Contract.
  - b. The invoice shall be sent to the DCYF Program Contact listed in the Statement of Work.
  - c. DCYF shall pay the Contractor upon acceptance by DCYF of a properly completed A-19 Invoice Voucher. The invoice shall include any required documentation of the services delivered as specified in the Statement of Work. Payment shall be sent to the Contractor's address on page one of this Contract.
  - d. Payment shall be considered timely if made by DCYF within 30 days after receipt of the properly completed invoice.
  - e. DCYF 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 Exhibit B: Statement of Work. If DCYF 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 an overpayment.
  - f. If this Contract is terminated for any reason, DCYF shall pay for only those services authorized and provided through the date of termination.
6. **Services Authorized as Needed**

DCYF shall request services from the Contractor on an as-needed basis. This Contract does not obligate DCYF to authorize services from the Contractor.
7. **Payment Only for Authorized Services**

DCYF shall pay the Contractor only for authorized services provided in accordance with this Contract.



## **Special Terms and Conditions**

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

### **8. Background Checks and Sexual Misconduct**

- a. Background Check/Criminal History - 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.

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:

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

- (1) 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
- (2) 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 has reported a guilty plea or conviction for one or more of these offenses must not have regular access to any offender. The 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.

## **Special Terms and Conditions**

### **9. PREA Requirements**

In accordance with the Federal Prison Rape Elimination Act (PREA) of 2003, 28 CFR Part 115, 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 jail.
- b. Allow the JR reasonable access to the County Jail so it may ensure to its satisfaction that the Contractor is in compliance with the PREA standards.
- c. Reference is located at: [http://www.ojp.usdoj.gov/programs/pdfs/prea\\_final\\_rule.pdf](http://www.ojp.usdoj.gov/programs/pdfs/prea_final_rule.pdf)

### **10. Compliance**

- a. The Contractor shall comply with all applicable Federal and State laws, pertinent WACs and RCWs, JR 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 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 Contractor for any breach of performance. Subcontractors shall be the agent of the Contractor and agree to hold JR harmless for acts or omissions of the subcontractors.
- d. The Contractor shall assist the JR to perform reviews of sites where services are delivered at regular intervals using agreed upon

### **11. Disputes**

Either the County or JR may initiate a dispute claim for consideration by the other party, as it relates to the terms of this Agreement, or to the services provided by the County under the terms of this

Agreement. Attempts to resolve disputes shall initially be addressed and be resolved at the lowest level possible between the County and the JR.

### **12. Medical Costs and Treatment**

- a. Services Provided. Upon transfer of custody to the County, the County shall provide or arrange for the JR's youths to receive all necessary medical, psychiatric and dental services in accordance with the policies and procedures of the County and applicable law.
- b. Cost Responsibility. The JR shall be responsible for or shall pay for the cost of all medication prescribed for any of its youths. The JR shall also pay for all costs associated with the delivery of medical, psychiatric and dental services provided to a youth which, in the sole discretion of the County, require the services of a third-party medical, dental or psychiatric services provider, and for all emergency medical, dental or psychiatric services, wherever provided. These costs shall be paid directly to the provider or as a reimbursement to the County, as directed by the County. The County shall bill the JR only for the actual costs charged to the County and shall provide an itemization with such billing.

## **Special Terms and Conditions**

- c. Notice. Except in case of situations deemed an emergency at the sole discretion of the County, the County shall notify the JR's contact person in writing, by mail or facsimile, prior to transfer of a JR's youth to a medical, dental or psychiatric provider outside of the County jail or to a hospital for medical, psychiatric or dental services.
- d. Pre-Confinement Consents or Refusals. If a JR youth has either 1) received medical, psychiatric or dental treatment; or 2) refused any medical, psychiatric or dental treatment, from the JR or any third-party provider of such services before transfer for confinement in the County jail, the JR shall provide to the County all written verification of any authorization of or refusal to authorize care or treatment for such youth(s).
- e. Return for Medical Services. Nothing herein shall preclude JR from retaking custody of an ill or injured youth by retaking custody of such youth at the County jail. Such retaking of custody shall be preceded by written notice at least 24 hours in advance of the desired time of retaking custody. However, in situations where the County, in its sole discretion determines, that a youth requires emergency medical care, the County shall have the right to arrange for emergency medical services (at JR's expense) notwithstanding a request from JR to retake custody of the youth.
- f. Records. The County shall keep records of all medical, psychiatric or dental services it provides to a youth. Upon resumption of custody by the JR&RA, the JR shall receive a copy or summary of the medical, psychiatric or dental records held by the County for a youth of the JR.
- g. Transportation of Medications and Records. The JR agrees to transport with the youth, any and all applicable medical records, current care instructions, as well as an appropriately labeled 5-day supply of the youth's current non-controlled substance medications, and any previously issued over-the-counter medication. The medical record shall at a minimum include the youth's name, JR number, date of birth, any known allergies, current medication list and description of current medical problem(s), the in-facility medical care provided, and the facility health staff contact information.

### **13. Transportation of JR Youth**

- a. Regular Transport. For all youths accepted by the County, the JR shall be responsible for transporting youth to and from the County Jail for all purposes including but not limited to the youth's initial detention and release from the County Jail as well as regular appointments, court hearings, medical appointments, and hospital stays.
- b. Additional Transport with Costs. For any additional transports by the County required by court order or made at JR's request, the JR shall reimburse the County for all costs associated with such transport; provided, this Agreement shall not be deemed to create an obligation of the County to provide any transports.
- c. JR Transport. In the event either party requests that custody of a youth be transferred back to the JR, in accordance with any such right set forth in this Agreement, the JR shall transport said youth in accordance with Section 10(a) or (b) above. If the JR desires to take custody of a youth, and the County does not agree to transport the youth, the JR shall take custody of the youth at the County jail and handle all transport responsibilities. The JR shall cause written notice of any such expected transport by the JR to be received by the County at least 24 hours before the time of such transport.

### **14. Transfer of Custody**

- a. Commencement of Custody by County. JR youths shall not be deemed to be in the legal custody of the County until correction officers from the County Sheriff's Office take physical control of such youth. The County shall not be required to take such control of a youth until the JR has delivered copies of all youth records pertaining to the youth's incarceration by the JR or its agent, including a copy of the youth's medical records held by the JR or its agent, and a copy of the document that provides legal authority for the incarceration of the youth. If additional information is requested by

## **Special Terms and Conditions**

the County regarding a particular youth, the parties shall mutually cooperate to obtain such information. In the absence of documentation and information satisfactory to the County, the receiving officer may refuse to accept the JR's youth for confinement. County shall not be required to take custody of or assume control of or responsibility for any property of the youth, except for such property that the County allows youths to keep in their cell. The JR's officers delivering youth to the transportation location shall be responsible for ensuring that all paperwork is in order and that all property allowed to be transported with the youth is properly packaged. At such time, and only at such time, as all paperwork and property are in order, will the County take physical control of and assume custody of and responsibility for the JR's youth to be confined.

- b. **Further Transfer of Custody.** Except as otherwise allowed by Section 13 of this Agreement, the County shall not be required to, under any circumstances, transfer custody of any youth confined pursuant to this Agreement to any agency other than to the JR without the written authorization from a court of competent jurisdiction. Even with such authorization, such transfer to another agency shall be at the discretion of the County and shall be further subject to the provisions of Section 10 above.
- c. **Responsibilities Upon Assumption of Custody.** During such confinement, the County shall provide and furnish or arrange for all necessary medical and hospital services and supplies in accordance with Section 9 of this Agreement.
- d. **Resumption of Custody by JR.** The JR shall be deemed to have resumed legal custody of a youth previously transferred to the County for incarceration pursuant to this agreement, upon either presentation of such youth to the JR at the facility identified by the JR, or upon the JR's officers taking physical control of a youth at any other location.

### **15. Right to Refuse/Return a Youth**

As set forth in Exhibit B-Statement of Work, the County shall accept a youth requested for detention by the JR at its sole discretion. To that effect, the County shall have the right to refuse to accept, or to return, any of the JR's youth at its sole discretion, for any reason, including but not limited to the following:

- a. **Pending Medical Needs.** The County shall have the right to refuse to accept any JR youth who, at the time of presentation of drop off to the County jail for confinement, is without the required medication and records as provided in Section 9(g), or appears as determined by the County, in need of medical, psychiatric or dental attention, until the JR has provided medical, psychiatric or dental treatment to the youth to the satisfaction of the County.
- b. **Problematic Physical History or Behavior and New Medical Conditions.** The County shall have the right to refuse to accept, or to return, any JR's youth that, in the sole judgment of the County, has a history of serious medical problems, presents a serious risk of escape, presents a serious risk of injury to other persons or property, represents a risk to the orderly and safe operation of the jail, or develops an illness or injury that may adversely affect or interfere with the operations of the County Jail. Any special transport costs, medical or otherwise, incurred in the return of JR's youth under this subsection shall be the responsibility of JR. The County agrees to make immediate notification to the JR and forward copies of any and all incident reports, disciplinary reports, findings and actions, including documentation of removal of earned early release credits to the JR.
- c. **Pending Charges.** The County shall have the right to refuse to accept or return any youth from the JR for confinement that has misdemeanors, gross misdemeanors or felony charges pending.
- d. **Claims/Litigation.** The County shall have the right to refuse to accept or to return any JR youth that files a claim or lawsuit against the County or indicates intent to do so.



## **Special Terms and Conditions**

- e. Return for Release. The County shall have the right to return any JR youth at any time within six (6) days of the scheduled completion of a sentence of confinement by such youth.
- f. Return Due to Upcoming Expiration. The JR shall have the obligation to begin picking up JR's youths during the thirty days preceding expiration of this Agreement so that all youths may be transported pursuant to the regular transports under Section 10 (a).
- g. Notice of Return and Transport. The County shall provide written notice, via facsimile or mail, of the anticipated return of a youth under this Section 12 to the contact person identified herein for the JR&RA. JR shall transport the youth(s) authorized for return under this Section 12 in accordance with Section 10 (a) and within seven days of such notice.

### **16. Removal from Jail - Other Grounds**

The JR's youths may be removed from the County jail for the following reason(s):

- a. Request by JR. Upon written request of the JR for transfer of custody back to JR. In such case, the youth will either be transported by the JR or by the County pursuant to Section 10 above.
- b. Court Order. By order of a court having jurisdiction over JR's youth. In such case, transport shall be according to the terms expressed in the court order, or by the JR or the County pursuant to Section 10 above.
- c. Treatment Outside of Jail. For medical, psychiatric or dental treatment or care not available within the County jail, or which, in the County's sole discretion, requires the services of a third-party medical, psychiatric or dental care provider at a location outside of the Jail.
- d. Catastrophe. In the event of any catastrophic condition presenting, in the sole discretion of the County, an eminent danger to the safety of the youth(s) or personnel of the County. In such case, the County will inform the JR, at the earliest practicable time, of the whereabouts of the youth(s) so removed and shall exercise all reasonable care for the safekeeping and custody of such youth(s).

### **17. Transfer of Youth Upon Termination of Agreement**

Termination by JR or the County. In the event of a notice of termination from the JR or the County in accordance with Section 24 below, the JR agrees to transport according to Section 10 (a) until all youths are returned to the JR before the termination date of the Agreement. Release dates schedule shall be determined between the County and the JR according to the youth's normal release date or earlier if necessary to transport prior to the termination date. Until such removal, the JR shall pay the compensation and costs set forth herein related to the housing of such youth(s). The County shall retain all rights hereunder, notwithstanding such termination, until all of the JR's youths are removed from the jail. If the population of JR youths is so great, or the timing of notice of termination is such that transports pursuant to Section 10 (a) will not be completed prior to the anticipated termination date, then the County may transport youths incarcerated at the County Jail at the JR's sole expense.

### **18. Youth Rights, Accounts and Programs**

- a. Discipline. With respect to the JR's youths, the County shall maintain and manage disciplinary issues and shall administer sanctions in accordance with P County's policies and procedures. No discipline prohibited by federal or state law will be permitted. The disciplinary policies and rules of the County jail shall apply equally to youths confined pursuant to this Agreement and to those otherwise confined. The County agrees to provide JR notification within 3 days of any disciplinary action on any JR youth and forward copies of any and all incident reports, disciplinary reports, findings and actions, including documentation of removal of earned early release credits to the JR.



### **Special Terms and Conditions**

- b. Youth Accounts. The County shall establish and maintain an account for each youth received from the JR and shall credit to such account all money received from a youth or from the JR on behalf of a youth. The County shall make disbursements from such accounts by debiting such accounts in accurate amounts for items purchased by the youth for personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. At termination or expiration of this Agreement, a youth's return to the JR or death or escape of a youth, the County shall submit a check to each youth eligible for reimbursement.
- c. Programs. The County shall provide the JR's youths with access to all educational, recreational and social service programs currently offered at the County jail.
- d. Inability to Serve Time Outside of Facility. In accordance with Exhibit A-Statement of Work in this Agreement, the JR's youths shall not be allowed to leave the jail for participation in correctional work crews, work release programs, home monitoring or any other program in which other youths sometimes are allowed to leave the physical confines of the jail as part of serving their sentence.

#### **19. Access to Facility and Prisoners**

- a. Access to Facility. JR shall have the right to inspect, at mutually agreeable times, the County jail in order to confirm such jail maintains standards acceptable to the JR and that its youths are treated appropriately. The County agrees to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws applicable to the location of the jail in Pierce County, Washington.
- b. Access to Youths. JR personnel shall have the right to interview youths from JR at any reasonable time within the jail. JR officers shall be afforded equal priority for use of jail interview rooms with other departments, including the County Sheriff's Office.

#### **20. Escapes and Deaths**

- a. Escapes. In the event of an escape by a JR's youth from the County jail, the JR will be notified by phone and in writing as soon as practical. The County shall have the primary authority to direct the investigation and to pursue the youth within its jurisdiction. Any costs related to the investigation and pursuit within its jurisdiction will be the responsibility of the County. The County shall not be required to pursue and return the JR's escaped youths from outside of the County's jurisdiction.
- b. Deaths.
  - (1) In the event of a death of a JR youth in the County jail, the JR shall be promptly notified by phone and in writing. The County Sheriff's Office Bureau of Law Enforcement and the County Coroner will investigate the circumstances. The JR may, if it wishes, join in the investigation and receive copies of all records and documents in connection with the investigation.
  - (2) The County shall, subject to the authority of the County Coroner, follow the written instructions of the JR regarding the disposition of the body. Such written instructions shall be provided within three working days of receipt by the JR of notice of such death. All expenses related to necessary preparation of the body and transport charges shall be the responsibility of JR. With written consent from the JR, the County may arrange burial, and all matters related or incidental thereto, and the JR shall pay all such expenses. This paragraph deals with relations between the parties to this Agreement and shall not affect the liability or rights of any relative or other person for the disposition of the deceased or any expenses connected therewith.

## **Special Terms and Conditions**

### **21. Posting of Bail**

The County shall not serve as an agent for JR in receipt of any bail bonds or any monies posted for or by JR's youth. Any such bonds or monies will be posted at the JR. In the event bail is posted for a JR youth, timely and appropriate notification will be made to the County.

### **22. Indemnification and Insurance**

- a. Indemnification of JR. The County shall indemnify the JR, its officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising from the County's performance under this Agreement; provided, to the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of JR, its officers, agents, or employees, the County's indemnification obligation hereunder shall be limited to the County's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.
- b. Indemnification of County. JR shall indemnify the County, its officers, officials, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising from JR's performance under this Agreement; provided, to the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the County, its officers, agents, or employees, JR's indemnification obligation hereunder shall be limited to JR's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.
- c. Insurance Requirement. Each party shall obtain and maintain liability coverage in minimum liability limits of Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate for its conduct creating liability exposures related to confinement of youth(s), including general liability, errors and omissions, auto liability. The insurance policy(ies) shall provide coverage for those events that occur during the term of the policy, despite when the claim is made.

Self-insurance or participation in a risk pool shall be sufficient to comply with the provisions of these insurance requirements.

- d. Certificate of Insurance. Each party to this Agreement agrees to provide the other with evidence of insurance coverage in the form of either 1) a certificate from a solvent insurance provider confirming coverage from a solvent insurance pool which is sufficient to address the insurance obligations set forth above; or 2) written evidence of participation in a program of self-insurance or participation of a risk pool that is sufficient to address the insurance obligations set forth above.

### **23. Administration/Disposal of Property**

This Agreement is executed in accordance with the authority of Chapter 39.34 RCW, the Inter-local Cooperation Act. Pursuant to the provisions of RCW 39.34.030, the County Sheriff shall be responsible for administering the confinement of youths hereunder. No real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.

### **24. Waiver of Rights**

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance or failure to enforce breach of this agreement on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.

## **Special Terms and Conditions**

### **25. Miscellaneous**

In providing these services to JR, the County is an independent contractor and neither its officers, agents, or employees are employees of JR for any purpose including responsibility for any federal or state tax, industrial insurance or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of JR under any applicable law, rule, or regulation.

asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

- g. "FedRAMP" means the Federal Risk and Authorization Management Program (see <https://www.fedramp.gov/>), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.
- h. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.
- i. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
- j. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
- k. "Personal Information" shall have the same meaning as described in RCW 42.56.590(10) and includes, but is not limited to, information protected under chapter 13.50 RCW, Health Care Information as that phrase is defined in RCW 70.02.010, personally identifiable information, and other information that relates to a person's name and the use or receipt of governmental services or other activities.
- l. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.
- m. "Portable Media" means any machine-readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
- n. "Physically Secure" or "Physical Security" means that access is restricted through physical means to authorized individuals only.
- o. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
- p. "Staff" means the Contractor's directors, officers, employees, and agents who provide goods or services pursuant to this Contract. "Staff" also means Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Contractor. The term "Staff"

## DATA SECURITY REQUIREMENTS

### ORGANIZATION OF DATA SECURITY REQUIREMENTS

1. Definitions
2. Authority
3. Scope of Protection
4. Data Classification
5. Compliance with Laws, Rules, Regulations, and Policy
6. Administrative Controls
7. Authorization, Authentication, and Access
8. Protection of Data
9. Method of Transfer
10. System Protection
11. Data Segregation
12. Confidentiality Protection
13. Data Disposition
14. Data shared with Subcontractors
15. Notification of Compromise or Potential Compromise
16. Breach of Data

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
  - a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
  - b. "Authorized Users(s)" means an individual or individuals with a business need to access DCYF Confidential Information, and who has been authorized to do so.
  - c. "Cloud storage" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
  - d. "Confidential Information" means information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal laws. Confidential Information includes, but is not limited to, Personal Information, agency source code or object code, and agency security data. "Confidential Information" also includes, but is not limited to, Category 3 and Category 4 Data as described in section 4 of this Exhibit (Exhibit A: Data Security Requirements), Personal Information, Materials, and Data. The definition of "Confidential Information" shall also include the definition described in section 1 (Definitions) of the General Terms and Conditions of this Contract.
  - e. "Data" means DCYF's records, files, forms, information and other documents in electronic or hard copy medium. "Data" includes, but is not limited to, Confidential Information.
  - f. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for



also means the Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Subcontractor and Contractor.

- q. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DCYF Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
- r. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

## **2. Authority.**

The security requirements described in this contract reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DCYF Information Security Policy and Standards Manual.

## **3. Scope of Protection**

The requirements described in this Contract apply to Confidential Information and Data related to the subject matter of this Contract that is delivered, received, used, shared, acquired, created, developed, revised, modified, or amended by DCYF, the Contractor, or Subcontractors.

## **4. Data Classification**

- a. The Washington State Office of the Chief Information Officer (OCIO) has established policies that classify data into categories based on the data's sensitivity. The categories described in Section 4 of OCIO policy No. 141.10 are adopted and incorporated by reference in this Agreement. Pursuant to Section 4 of OCIO policy No. 141.10 the categories are as follows:

### **(1) Category 1 – Public Information**

Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

### **(2) Category 2 – Sensitive Information**

Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

### **(3) Category 3 – Confidential Information**

Confidential information is information that is specifically protected from either release or disclosure by law. This includes, but is not limited to:

- (a) Personal information as defined in RCW 42.56.590 and RCW 19.255.10;
- (b) Information about public employees as defined in RCW 42.56.250;
- (c) Lists of individuals for commercial purposes as defined in RCW 42.56.070(9); and
- (d) Information about the infrastructure and security of computer and telecommunication networks as defined in RCW 42.56.420.

(4) **Category 4 – Confidential Information Requiring Special Handling**

Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- (a) Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements; and
- (b) Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

**5. Compliance with Laws, Rules, Regulations, and Policies**

- a. Confidential Information and Data that is delivered, received, used, shared, acquired, created, developed, revised, modified, or amended in connection with this Contract the parties shall comply with the following:
  - (1) All federal and state laws and regulations, as currently enacted or revised, regarding the protection, security, and electronic interchange of Confidential Information and Data; and
  - (2) All federal and state laws and regulations, as currently enacted or revised, regarding the use, disclosure, modification or loss of Confidential Information and Data.

**6. Administrative Controls.**

- a. The Contractor must have the following controls in place:
  - (1) A documented security policy governing the secure use of its computer network, mobile devices, portable devices, as well as, any form of paper/hard copy documents.
  - (2) Security awareness training for all staff, presented and documented annually, as follows:
    - (a) Contractor staff responsibilities under the Contractor's security policy;
    - (b) Contractor staff responsibilities as outlined under contract Exhibit A; and
    - (c) Must successfully complete the DCYF Information Security Awareness Training, which can be taken on this web page: <https://www.dcyf.wa.gov/sites/default/files/pdf/Security-in-Contracts.pdf>
  - (3) Contractor may replace the DCYF Information Security Awareness training listed above with their own equivalent Information Awareness Training.

**7. Authorization, Authentication, and Access.**

- a. In order to ensure that access to the Data is limited to authorized staff, the Contractor must comply with the following:
  - (1) Have documented policies and procedures that:
    - (a) Govern access to systems; and
    - (b) Govern access to paper/hard copy documents and files.
  - (2) Only allow access to Confidential Information through administrative, physical, and technical controls.

- (3) Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one staff member to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which staff member performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
- (4) Ensure that only authorized users are capable of accessing the Data;
- (5) Ensure that an employee's access to Data is removed:
  - (a) Within twenty-four (24) hours of an alleged compromise of the user credentials;
  - (b) Within 24 hours from when their employment, or the contract under which the Data is made available to them, is terminated;
  - (c) Within 24 hours from when the employee or contractor no longer need access to the Data to fulfill the requirements of the Contract; and
  - (d) Within 24 hours from when the staff member has been suspended from performing services under this Contract.
- (6) Have a process in place that requires quarterly reviews verifications that ensure only authorized users have access to systems containing Confidential Information.
- (7) The Contractor must require the following password and logon requirements for Authorized Users to access Data within the Trusted Network:
  - (a) To access Data the Authorized User must be required to enter a Hardened Password;
  - (b) The hardened password must not contain a user's name, logon ID, or any form of an individual's full name;
  - (c) The hardened password must not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words; and
  - (d) Hardened passwords are significantly different from the previous four (4) passwords. Hardened passwords that increment by simply adding a number are not considered significantly different.
- (8) When accessing Confidential Information and Data from an external location (the Data will traverse the Internet or otherwise travel outside the Trusted network), mitigate risk and enforce hardened password and logon requirements for users by employing measures that include:
  - (a) Ensuring mitigations applied to the system don't allow end-user modification;
  - (b) Not allowing the use of dial-up connections;
  - (c) Using industry standard protocols and solutions for remote access. Examples include secure VPN and Citrix;
  - (d) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network;
  - (e) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than thirty (30) minutes of inactivity; and

- (f) Ensuring the use of Multi-Factor Authentication (MFA) to connect from the external end point to the internal end point.
- (9) Hardened passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.). If a lesser standard is authorized under this subsection, the PIN or password must:
  - (a) Be at least five (5) letters or numbers when used in conjunction with at least one other authentication factor;
  - (b) Not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable); and
  - (c) Not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable).
- (10) If the Contract specifically allows for the storage of Confidential Information on a Portable Device, passwords used on the device must:
  - (d) Be a minimum of six (6) alphanumeric characters;
  - (e) Contain at least three unique character classes (upper case, lower case, letter, number);
  - (f) Not contain more than a three consecutive character run. Passcodes consisting of (12345, or abcd12 would not be acceptable); and
  - (g) Render the device unusable after a maximum of five (5) failed logon attempts.

## **8. Protection of Data.**

- a. The Contractor agrees to store Data on one or more of the following medias and protect the Data as described:

- (1) Hard disk drives

Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

- (2) Network server disks

- (a) Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
- (b) Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

- (3) Optical discs (CDs or DVDs) in local workstation optical disc drives

- (a) Data provided by DCYF on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area, when not in use for the

(C) Taking quarterly inventories.

(b) When being transported outside of a Secure Area, Portable Devices and Portable Media with Data must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

(c) Portable Devices and Portable Media will not be secured or stored within motor vehicles at any time the staff member is away from the motor vehicle.

(7) Data stored for backup purposes

(a) DCYF Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes.

- i. Such storage is authorized until such time as that media would be reused during the course of normal backup operations.
- ii. If backup media is retired while DCYF Confidential Information still exists upon it, refer to Section 13 Data Disposition.

(b) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes.

- i. If so, such media will be protected as otherwise described in this exhibit.
- ii. If this media is retired while DCYF Confidential Information still exists upon it, refer to Section 13 Data Disposition.

(8) Cloud storage

(a) Data requires protections equal to or greater than those specified elsewhere within this Exhibit.

(b) Cloud storage of Data is problematic as neither DCYF nor the Contractor has control of the environment in which the Data is stored. For this reason:

- i. Data must not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

(A) The Contractor has written procedures in place governing use of the Cloud storage and by signing this contract, the Contractor attests that all such procedures will be uniformly followed;

(B) The Data must be Encrypted while within the Contractor network;

(C) The Data must remain Encrypted during transmission to the Cloud;

(D) The Data must remain Encrypted at all times while residing within the Cloud storage solution;

(E) The Contractor must possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DCYF;

(F) The Data must not be downloaded to a non-authorized system. the only authorized systems are located on the DCYF network or Trusted networks;



contracted purpose, such discs must be Stored in a Secure Area.

- (b) Workstations that are capable of accessing Data from optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

(4) Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers

- (a) Data provided by DCYF on optical discs that will be attached to network servers will not be transported out of a Secure Area.
- (b) Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
- (c) Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

(5) Paper documents

- (a) All paper documents must be protected by storing the records in a Secure Area, with access controlled through the use of a key, card key, combination lock, or comparable mechanism, and which is only accessible to authorized personnel.
- (b) When being transported outside of a Secure Area, paper documents must be under the physical control of Contractor staff with authorization to access the Data.
- (c) Paper documents will not be secured or stored in a motor vehicle any time a staff member is away from the motor vehicle. NOTE: The use of a lock box, other lockable storage container or a non-lockable storage container stored in a vehicle does not override this requirement.
- (d) Paper documents will be retained in a Secure Area, per the State of Washington records retention requirements.

(6) Data storage on portable devices or media

- (a) Except where otherwise described herein, Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
  - i. The Data must be Encrypted;
  - ii. Portable devices must be equipped with a Unique User ID and Hardened Password or stronger authentication method such as token or biometrics;
  - iii. Portable devices must be manually locked whenever they are left unattended. The devices must be set to automatically lock after a period of no more than fifteen (15) minutes of inactivity;
  - iv. Administrative and physical security controls must be applied to Portable Devices and Portable Media by:
    - (A) Keeping them in a Secure Area when not in use;
    - (B) Using check-in/check-out procedures when they are shared; and

(G) The Data must not be decrypted until downloaded onto a computer or portable device within the control of an Authorized User and within either the DCYF network or Trusted network; and

(H) Access to the cloud storage requires Multi Factor Authentication.

ii. Data must not be stored on an Enterprise Cloud storage solution unless either:

(A) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or

(B) The Cloud storage solution used is FedRAMP certified; or

(C) Contractor can attest that:

1. They have reviewed the data security policy of the cloud service provider; and
2. The cloud service provider meets requirements of Exhibit A in full or with limited exceptions.

## **9. Method of Transfer**

a. All Data transfers to or from the Contractor shall be made by using an approved solution that meets agency and state IT security standards.

(1) Approved options include:

(a) SFT service provided Washington Technology Solutions (WaTech); or

(b) The DCYF instance of Box.com.

b. Any information containing sensitive data elements must be encrypted and password protected using a tool such as WinZip, 7zip, or something similar.

c. An account is required to access either of the above solutions, you will need to make a request by contacting the contract contact listed on the cover page of this Agreement.

d. Any other solution must be approved by the DCYF Information Security Office. To obtain approval, contact the contract contact listed on the cover page of this Agreement. Request must include the name of the solution, as well as, any information to help in the approval process.

e. The Contractor must use a secure solution for electronic mail submissions which contain Confidential information, and Personal Information, as defined in the General Terms and Conditions.

f. Information regarding receiving encrypted email from DCYF can be obtained at DCYF's website, located at: <https://www.dcyf.wa.gov/services/child-welfare-providers/encrypted-email>.

## **10. System Protection.**

a. To prevent compromise of systems that contain DCYF Data or systems that Data passes through, the Contractor must:

- (1) Ensure all security patches or hotfixes applied within three (3) months of being made available;
- (2) Have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes;

- (3) Ensure systems containing Data shall have an Anti-Malware application installed, if available; and
- (4) Ensure that Anti-Malware software is kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

## **11. Data Segregation.**

- a. Data must be segregated or otherwise distinguishable from non-DCYF data. This is to ensure that when no longer needed by the Contractor, all Data can be identified for return or destruction. It also aids in determining whether Data has or may have been compromised in the event of a security breach.
- b. The Contractor must use one or more of the following methods to segregate Data:
  - (1) Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DCYF Data; and/or
  - (2) Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to Data; and/or
  - (3) Data will be stored in a database which will contain no non-DCYF data; and/or
  - (4) Data will be stored within a database and will be distinguishable from non-DCYF data by the value of a specific field or fields within database records; and
  - (5) When stored as physical paper documents, Data will be physically segregated from non-DCYF data in a drawer, folder, or other container.
- c. When it is not feasible or practical to segregate Data from non-DCYF data, then both the Data and the non-DCYF data with which it is commingled must be protected as described in this exhibit.

## **12. Confidentiality Protection**

- a. To safeguard confidentiality, and ensure that access to all Data is limited to authorized staff, the Contractor must:
  - (1) Ensure that the Contractor's Staff, Subcontractors, and the Subcontractors' Staff use Data solely for the purposes of accomplishing the services set forth in this Contract.
  - (2) Ensure that no Data is released, disclosed, published, modified, transferred, sold, or otherwise made known to unauthorized persons without the prior written consent of the individual named or as otherwise authorized by law.
  - (3) Not use, publish, transfer, sell or otherwise disclose any Confidential Information of a minor except as provided by law or with the prior written consent of the minor's parent, legal representative or guardian. If a child is a dependent of Washington State, then prior written consent must be obtained from DCYF.
  - (4) Require that the Contractor's Staff and Subcontractors' Staff having access to Data sign a Statement of Confidentiality and Non-Disclosure Agreement (DCYF Form 03-374B), that can be found at this webpage: <https://www.dcyf.wa.gov/forms>. Data shall not be released to the Contractor's Staff person(s) or Subcontractors' Staff person(s) until the following conditions have been met:
    - (a) DCYF approves the Contractor's Staff person(s) or Subcontractors' Staff person(s), to work on this Contract; and

- (b) If requested by DCYF, Contractor must provide the original Statement of Confidentiality and Non-Disclosure Agreement, signed by the Staff person(s) and Subcontractors' Staff person(s).

**13. Data Disposition.**

- a. The Contractor must ensure that all Data, including paper and electronic records, are retained pursuant to the Washington State retention standards.
- b. When the contracted work has been completed or when the Data is no longer needed, Data shall be retained pursuant to the retention standards required by chapter 40.14 RCW, or returned to DCYF.
- c. Once the retention standard has passed, Contractors may destroy data as outlined below:
- (1) The following acceptable methods of destruction must be used:

<b>Data stored on:</b>	<b>Will be destroyed by:</b>
Server or workstation hard disks, or  Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or  Degaussing sufficiently to ensure that the Data cannot be reconstructed, or  Physically destroying the disk
Paper documents with Category 3 Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Category 4 Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

**14. Data shared with Subcontractors.**

- a. If the Subcontractor cannot protect the Data described in this Contract, then the contract with the subcontractor must be submitted to the DCYF Contact specified for this contract for review and approval.
- b. The Contractor shall not share any Data with the Subcontractor until the Contractor receives such approval.

**15. Notification of Compromise or Potential Compromise**

- a. The Contractor shall notify DCYF by way of the Contracts and Procurement Office email at [dcyf.contractdatabreach@dcyf.wa.gov](mailto:dcyf.contractdatabreach@dcyf.wa.gov) within one (1) business day, after becoming aware of any potential, suspected, attempted or actual breach that has compromised or the potential to compromise DCYF shared Data.
- b. The Contractor shall take all necessary steps to mitigate the harmful effects of such breach of security.

- c. The Contractor agrees to defend, protect and hold harmless DCYF for any damages related to a breach of security by their staff.

**16. Breach of Data**

- a. In the event of a breach by the Contractor of this Exhibit and in addition to all other rights and remedies available to DCYF, DCYF may elect to do any of the following:
  - (1) Require that the Contractor return all Data to DCYF that was previously provided to the Contractor by DCYF; and/or
  - (2) Suspend the Contractor's access to accounts and other information; and/or
  - (3) Terminate the Contract.



**STATEMENT OF WORK**  
**Jail Services for 18 Yrs and Older**

Organization of Statement of Work

1. Purpose
2. Services Provided
3. Whatcom County Jail Responsibilities
4. JR Responsibilities
5. Consideration
6. Whatcom County Mailing Addresses
7. DCYF/JR Program Contact

**1. Purpose**

The purpose of this Contract is for the Whatcom County Sheriff's Office (Sheriff) to provide detention services at the Whatcom County Jail (Jail) for Juvenile Rehabilitation (JR) youth eighteen (18) years old or older committed to Juvenile Rehabilitation that are accepted for admittance at the direction of JR.

**2. Services Provided**

- a. Detention Services shall include custody, supervision, and routine care for all JR youth eighteen (18) years and older, who are accepted for admittance. Such JR youth shall be housed within the Whatcom County Jail.
- b. The Sheriff is responsible for the operation of Whatcom County Jail.
- c. JR youth housed at the Jail under the terms of this agreement are subject to all rules and regulations governing other inmates housed in the Jail.

**3. Whatcom County Jail Responsibilities**

- a. The Sheriff/Designee will accept JR youth into the Jail, on a space available basis, when authorized by valid arrest warrant, Notice of Institutional Hold, Administrative No Bail Hold, or Order of Continued Detention.
- b. The Sheriff/Designee will notify the JR Lynnwood office (425) 670-6040 upon the arrival of JR youth arrested on JR warrant. If the youth arrives after 5:00 pm, Sheriff/Designee will notify JR utilizing the after-hours phone number provided on the JR warrant. The notification will include youth's name, time and date of arrest, and notification of any new charges.
- c. Once the Sheriff/Designee accepts a JR youth, upon two (2) days-notice (within Monday through Friday not including holidays), the jail may request that JR pick up such youth and relocate him/her to another location or facility not under control of the Sheriff.
- d. Jail staff will allow JR staff to contact the JR youth either in person or by providing JR youth the toll-free number/s to contact JR staff for the purpose of completing a 24-hour review leading to an Order of Continued Detention or Release.
- e. Should conditions of an unusual nature occur, making it impractical or undesirable to continue to house JR youth, the Jail may suspend or restrict the use of the facility by giving written notice to JR.

- f. The Sheriff/Designee may, without the prior approval of JR, move the youth from the Jail 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/Designee agrees to notify JR as soon as possible of the location at which the JR youth is being held.
- g. In the event any JR youth shall escape from the custody of the Sheriff/Designee, the Sheriff/Designee will use all reasonable means to recapture the youth. The escape will be reported immediately to JR.
- h. The Sheriff/Designee is authorized to transport the youth to and from the Jail for court matters not related to JR; for medical treatment, or other urgent needs not defined as emergency in 3.f above. The Sheriff/Designee will notify JR ASAP of the nature of the transport.

#### **4. JR Responsibilities**

- a. The JR will provide the jail with valid felony arrest warrant, Order of Continued Detention, or Administrative No Bail, institutional hold.
- b. The JR will, except as may be provided to the contrary herein, be responsible for authorized release through an Order of Release or retaking of JR youth from the facility.
- c. The JR shall have access, at all reasonable times, to the Jail for the purpose of inspecting the facilities and visiting any of its youth confined therein under the terms of this agreement. Where possible, visits will be conducted in a contact room or semi-private area.

#### **5. Consideration**

- a. Maximum Contract Amount. The maximum amount of total consideration payable to the Contractor for satisfactory performance of the work under this Contract is the amount stated on page 1 of this Contract under "Maximum Contract Amount".
- b. The County shall receive payment as follows:
  - (1) Detention Costs – The JR shall reimburse the Jail as follows:
    - (a) The daily rate shall be **\$140.00** for each bed day, or portion thereof, used for youth 18 years old, and older, for Parole Revocation. An Offender Day shall not include any day, this is by state law the financial responsibility of the County or any other jurisdiction.
    - (b) The Contractor shall be paid **\$140.00** for each bed day or portion thereof for youth 18 years old, and older, undergoing a diagnostic evaluation. Countable days will begin upon notification to JR which shall include a copy of the court order. JR shall have immediate access to all pertinent court documents. An Offender Day shall not include any day, this is by state law the financial responsibility of the County or any other jurisdiction.
  - (2) Medical Costs – The JR shall pay for all medical costs incurred by a youth who need medical services at the time of his/her arrest and prior to being accepted and booked into jail.
    - (a) The Jail will be responsible for routine medical/dental care that is generally provided to inmates; and
    - (b) All costs associated with hospital, dental, or health care providers outside of the facility will be paid directly by the JR.

- c. Consideration by Fiscal Year. The maximum amount payable under the Contract per state fiscal year is allotted as follows:

- (1) For FY 2026, from July 1, 2025 to June 30, 2026, a maximum of \$26,000
- (2) For FY 2027, from July 1, 2026 to June 30, 2027, a maximum of \$26,000

Allotted funds not expended during the period ending June 30<sup>th</sup>, shall not be carried forward into the following fiscal year.

- d. Changes to Detention Costs shall not be made without at least 90-days notification by the Jail to the JR. Any notification of the intended rate changes will result in an amendment to the Jail Services Contract.
- e. The Contractor shall submit an A-19 Invoice Voucher, or other JR pre-approved invoice document, to DCYF for services provided. The invoice shall include the following documentation of the services delivered:
- (1) Date and time period of service(s) performed;
  - (2) Name or other client identifier; and
  - (3) The Description of work performed.
- f. If the County bills and is paid fees for services that the JR later finds were either 1) not delivered, or 2) not delivered in accordance with this contract or contract attachments, the JR shall recover said fees and the County shall fully cooperate.
- g. The County shall accept this payment as sole and complete remuneration for services provided to youth under this contract. This does not preclude the County from seeking other funding sources.
- h. 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.
- i. Under no circumstances shall the County bill twice for the same service.

## **6. Mailing Addresses**

- a. All notices, billings and correspondence among the parties to this agreement shall be sent to the following people at the following addresses:
- (1) Nathan Gibson, Jail Accountant (for Invoices)  
Whatcom County Finance  
311 Grand Avenue, Suite 503  
Bellingham, WA 98225-4050  
[NGibson@co.whatcom.wa.us](mailto:NGibson@co.whatcom.wa.us)
  - (2) Laurie Reid, Division Secretary (for other communication)  
Whatcom County Jail Administration  
311 Grand Avenue  
Bellingham, WA 98225  
[LReid@co.whatcom.wa.us](mailto:LReid@co.whatcom.wa.us)

(3) Ryan Pinto  
JR Region 2 Administrator  
20816 4<sup>th</sup> Ave W, Suite #240  
Lynnwood, WA 98036  
[ryan.pinto@dcyf.wa.gov](mailto:ryan.pinto@dcyf.wa.gov)

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

**7. DCYF Program Contact.**

The Contractor shall notify the DCYF Program Contact listed below for any questions or issues related to services under this contract:

Nikolai Clovsky  
Program Manager  
Juvenile Rehabilitation – Region 2  
425.740.6582  
[nikolai.clovsky@dcyf.wa.gov](mailto:nikolai.clovsky@dcyf.wa.gov)