

INTERAGENCY AGREEMENT

BETWEEN

STATE OF WASHINGTON  
DEPARTMENT OF CORRECTIONS

AND

STATE OF WASHINGTON  
DEPARTMENT OF SOCIAL AND HEALTH SERVICES

THIS INTERAGENCY AGREEMENT is entered into by and between the STATE OF WASHINGTON, DEPARTMENT OF CORRECTIONS, hereinafter referred to as "DOC," and the STATE OF WASHINGTON, DEPARTMENT OF SOCIAL AND HEALTH SERVICES, by and through the Secretary of DSHS' Juvenile Rehabilitation Administration, hereinafter referred to as "DSHS," for the purpose of exchanging juvenile offenders and juveniles at the various facilities and institutions of the parties hereto.

WHEREAS, pursuant to RCW 72.01.410, any person under the age of eighteen (18) convicted of a felony in this state and committed to DOC for a term of confinement in an adult correctional institution may be transferred to DSHS with the consent of the Secretary of DSHS, for placement in a juvenile correctional institution until age twenty-one (21); and

WHEREAS, pursuant to RCW 13.40.280, a juvenile offender committed to DSHS may be transferred to DOC, with the consent of the Secretary of DOC, for appropriate adult institutional placement for the balance of the juvenile term if it is established at a hearing before a DSHS Administrative Review Panel that continued placement of the juvenile offender in a juvenile institution presents a continuing and serious threat to the safety of others in the institution; and

WHEREAS, pursuant to RCW 13.40.285, a juvenile offender under commitment to DSHS who is subsequently sentenced to a term of confinement at DOC, may be transferred to DOC with the consent of the Secretary of DOC, for the balance of the term of confinement ordered by the juvenile court; and

WHEREAS, DOC and DSHS have previously entered into an Interagency Agreement (DOC CDOP2645 and DSHS #2543-90039) for the exchange of the above-described offenders, at the various facilities and institutions of the parties hereto and desire to continue the programs established thereunder; and

WHEREAS, in consideration of the cooperative relationship herewith undertaken in the confinement, care, treatment, and rehabilitation of offenders on an interagency basis;

NOW THEREFORE, it is mutually agreed as follows:

## 1. APPLICATION

The sending party to this agreement shall submit a separate application to the receiving party for each individual offender proposed for transfer. Said application shall consist of the copies of all pertinent and available court documents, physical and clinical records, and case history.

Juveniles under the age of eighteen (18) and sentenced to DOC will be automatically reviewed for transfer to DSHS. If accepted, the transfer application referenced in the preceding paragraph must be completed prior, or simultaneous to this transfer.

Transfer of juveniles sentenced as juveniles from DSHS to DOC will be deferred until approved by the Secretary of DOC or his or her designee. If the requested transfer is denied, DOC shall set forth in writing the reasons for the denial.

The receiving party may agree:

- To continue placement until such time as the offender arrives at the age of twenty-one (21); or
- To continue placement until the end of the maximum term of confinement imposed by the committing court; or
- To have the offender returned to the sending party.

The sending party may order the return of an offender to the sending facility at any time.

## 2. TRANSPORTATION OF THE OFFENDER

Upon approval by the receiving party, the sending party, at its expense, will deliver the offender to the receiving institution or facility designated by the receiving party, together with a legible copy of his/her commitment order, and any other official papers or documents authorizing confinement.

Whenever there is to be a mutual exchange of offenders between the parties to this contract, the authorities of one of the parties may transfer offenders for both parties so that the expenses to both parties may be minimized. The sending party will provide transport services unless otherwise agreed upon by both parties.

If the offender is to be returned to the original sending party, the original sending party will provide transportation from the institution or facility designated by the original receiving party.

For DSHS offenders housed in DOC facilities DOC will provide all transports to court, funeral/death bed visits, medical, and any other off-site trips.

For those DOC offenders housed in DSHS facilities, DOC will provide transport pursuant to any court trips. DSHS will provide transport to funeral/death bed visits, medical

appointments, and other community appointments unless DOC elects, with consultation from DSHS, to perform the transport instead and/or DSHS requests DOC provide the escort for transport.

Notice of such transfers to the clerk of the committing court and the parents, guardian, or next of kin of the juvenile (if known) as per RCW 72.01.410 shall be the responsibility of the DOC.

3. TRANSFER OF OFFENDER FUNDS

Funds due to transferred offenders will be provided by the sending party to be credited to the account of the transferred offender by the receiving party; the receiving party shall provide funds to the original sending party in the amount due the offender at the time of return to the original sending party.

For offenders who are released from a receiving facility directly to the community, the receiving facility will issue any funds due from the resident's/inmate's account directly to the offender, consistent with all applicable policies and procedures.

For offenders transferred under this agreement, the receiving authority shall deduct any fees, legal financial obligations, or restitution required in accordance with court orders.

4. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of the administration of the facility of the receiving party to confine transferred offenders; to give them care and treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for their physical needs; to make available to them the programs of training and treatment which are consistent with their individual needs; to make available agency contracted legal consultation; to retain them in safe custody; to supervise them; to maintain proper discipline and control; and to faithfully execute the sentences and orders of the committing court. Nothing herein contained shall be construed to require the receiving facility to provide treatment, facilities, or programs for any offender confined pursuant to this agreement that it does not provide for its own similar offenders.

The case of each offender transferred under authority of this agreement shall be reviewed by both parties at least every six (6) months through the standard DOC/DSHS classification process. DOC or DSHS may review whether an offender transferred under this agreement would benefit from a return to the sending facility. In most cases DOC offenders should be transferred to DOC within six (6) months after they turn eighteen (18) years of age. Any recommendations will be forwarded to the DOC HQ/Classification Unit. DOC staff will be part of the classification/decision/review process for all DOC offenders housed in DSHS facilities.

Offenders transferred from DOC to DSHS shall not be moved to any other facility within DSHS without prior approval of the DOC Chief of Classification and Treatment or his or her designee.

When the purpose of the transfer is to stabilize the offender for security/safety reasons, DOC will hold DSHS offenders only until they complete their juvenile sentence or turn 21, whichever comes first. Upon a determination by the Secretary of DOC or his/her designee that the offender is stabilized, DOC will notify the DSHS Secretary of its evaluation that the juvenile offender could reasonably be expected to function in a DSHS facility.

For DSHS offenders housed in DOC, juvenile sentence release dates will be determined by DSHS, within the range established by the committing court and with input or consultation from DOC.

Background checks for visitors of DOC offenders housed in DSHS are not required unless requested by either party.

Offenders transferred from DOC to DSHS pursuant to this interagency agreement are bound by all applicable DSHS policies and procedures.

Offenders transferred from DSHS to DOC pursuant to the interagency agreement are bound by all applicable DOC policies and procedures.

## 5. EDUCATION, TRAINING, OR EMPLOYMENT

Transferred offenders shall be afforded the opportunity and shall be required to participate in programs of basic education, occupational training, and industrial or other work on the same basis as offenders of the receiving party.

For those offenders under the age of eighteen (18), the receiving facility is responsible for providing appropriate education services.

The receiving party shall have the right to dispose of all products produced by an offender, and shall retain all proceeds of any sale of his or her work in accordance with applicable state laws and regulations.

## 6. REPORTS, RECORDS, AND FILE TRANSFERS

The receiving facility will provide, upon written or oral request from the sending agency, any reports generated during the current incarceration regarding the sending facility's offender.

DSHS will provide copies of all incident reports to DOC regarding DOC offenders as soon as they are available. DOC will determine on a case-by-case basis whether or not to return those offenders to a DOC facility and write infractions on them based upon the

behavior exhibited. If DOC determines a DOC offender should be returned from DSHS to a DOC facility for an infraction hearing, DSHS will limit disciplinary action to only those steps required to maintain safety and security of the facility. DOC offenders will be provided with the DOC policy regarding infractions. The decision to return a DOC offender from DSHS to a DOC facility for an infraction hearing should be made within five days from when the suspected infraction is reported to DOC.

DSHS will provide copies of the case file, the medical file, and case notes, generated while the offender is serving his or her adult sentence in DSHS, to DOC upon the transfer of an offender back to DOC custody. For those DOC offenders who return to DOC for what is anticipated to be a temporary stay, DSHS will provide only those documents relative to the reason for transfer, as well as any and all updated medical information.

DOC will provide copies of the case file, the medical file, other case management notes, and all infraction information, generated while the offender is serving his or her juvenile sentence in DOC, to DSHS upon request.

Upon transfer of an offender between facilities, the sending agency will provide a supply of any and all current medications to the receiving facility.

#### 7. VICTIM/WITNESS NOTIFICATION

DSHS will provide current and updated information to DOC regarding victim/witness issues for DSHS offenders who are housed with DOC under this contract. DOC will provide current and updated information to DSHS regarding victim/witness issues for DOC offenders who are housed with DSHS under this contract. DOC will be responsible for all notifications to victims/witnesses for juvenile and adult offenders transferred under this contract, regardless of whether said offender is housed in DOC or DSHS.

#### 8. ESCAPE

If a transferred offender escapes from the custody of the receiving party, the receiving party will use all reasonable means to recapture the offender as outlined in agency policies and procedures. The receiving party shall have the primary responsibility for and authority to direct the retaking of the offender. Any costs in connection therewith shall be chargeable to and born by the receiving party.

In the event a DOC offender housed in DSHS escapes from DSHS and/or is recaptured after an escape, the following notifications will be made:

##### During Normal Business Hours (Monday-Friday 8a.m.—5p.m.)

- Local Law Enforcement
- DOC HQ (360-753-6868)
- DOC Victim/Witness Unit  
(360-753-6211)

##### Any Other Time, to include Holidays

- Local Law Enforcement
- WCC Shift Lieutenant  
(360-427-4622)

In the event a JRA offender housed in DOC escapes from DOC and/or is recaptured after an escape, DOC procedures shall be followed, and the following additional notification will be made:

- JRA Division Director – Institution Programs (First by pager @ 360-455-6394, then by voice mail @ 360-902-8082)

9. SUBSEQUENT SENTENCES

If any juvenile offender under commitment to DSHS receives a subsequent sentence to a DOC institution, such offender shall be received at and processed in accordance with DOC procedures. Upon completion of the DOC processing, the offender shall be returned to the custody of DSHS to complete the original juvenile term, unless agreement has been reached pursuant to Section 1 of this agreement to transfer the offender to DOC for completion of the juvenile term. Pursuant to RCW 13.40.285, DSHS offenders committed to DOC with outstanding unserved juvenile sentences will complete the juvenile sentences first and the adult sentence will be served consecutively.

10. RELEASE PLANNING, END OF SENTENCE REVIEW (EOSR), AND SUPERVISION

The sending party shall notify the receiving party of pending release of an offender in writing at least sixty (60) days prior to the established release date of the transferred offender. Such notice will verify the release date and will include instructions or arrangements regarding the release. The parties agree to cooperate in release planning by providing the sending party with access to the offender and offender records.

DSHS EOSRs will be conducted in accordance with DSHS administrative policy #8.08. DOC EOSRs will be conducted in accordance with DOC policy #350.500.

Community custody or parole shall be the responsibility of the party with jurisdiction of the offender following release.

11. DURATION AND TERMINATION

This contract shall be effective upon the authorized signatures of the parties hereto and continue until terminated in accordance with the procedures herein, and shall supercede the aforementioned Interagency Agreement (DOC Contract No. CDOP2645 and DSHS #2543-90039) and any Memorandum of Understanding developed to supplement the previous Interagency Agreement.

This agreement may be terminated for any reason by written notice of either party. The termination shall become effective ninety (90) calendar days after receipt of said notice. Within a reasonable time after receipt of such notice, the sending party shall accept delivery of its offenders at an institution or facility so designated.

12. COST AND REIMBURSEMENT

There shall be no charge to either party for expenses incurred by the receiving party for the usual and customary care, custody and maintenance of offenders transferred pursuant to this agreement.

The cost of any special or extraordinary services, medication, equipment, surgical, or nursing care shall be charged to the sending agency. Excluding emergencies, the receiving party should obtain prior approval in writing from the sending facility for extraordinary or special services.

The DOC and JRA may jointly agree to other specific costs which would be included in an Exhibit and attached to this agreement.

In the event of a request for accounting and reimbursement, the receiving party shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by the sending party. Consideration for services rendered shall be payable upon receipt and acceptance of properly completed invoices which shall be submitted to the sending party by the receiving party not more often than monthly and shall be submitted within 60 days of the receiving party incurring the cost. The invoices shall describe and document to the sending party's satisfaction the services provided under this contract. Payment shall be considered timely if made by the receiving party within thirty (30) days after receipt and acceptance by the sending party of the properly completed invoices. The sending party shall pay the receiving party through the state journal voucher process or as otherwise agreed.

13. DISPUTES

If a dispute should arise regarding the terms of this agreement or duties imposed herein, the dispute shall be resolved as follows:

DSHS will appoint a representative to the dispute panel; DOC will appoint a representative to the dispute panel; then together, the DOC and DSHS representatives will mutually agree on a third person to chair the dispute panel.

The dispute panel shall thereafter decide the dispute by majority rule and render a written decision within seven (7) days.

Neither party shall have recourse to the courts in regard to a matter governed by this agreement absent a showing of compliance with this section or waiver by both parties. In the event a matter proceeds to court, venue shall be in Olympia, Washington.

14. NON-DISCRIMINATION

DOC and DSHS will not discriminate because of race, color, creed or national origin, sex, sexual orientation, marital status, age, or the presence of any sensory, mental, or physical handicap in carrying out the terms of this agreement.

15. INDEMNIFICATION

DSHS shall indemnify DOC against any and all such claims, suits, or actions arising from any neglect or deliberate act or omission of DSHS' employees, contract employees, or agents while performing under the terms of this agreement.

DOC shall indemnify DSHS against any and all such claims, suits, or actions arising from any neglect or deliberate act or omission of DOC's employees, contract employees, or agents while performing under the terms of this agreement.

16. ALTERATIONS AND AMENDMENTS

This Interagency Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

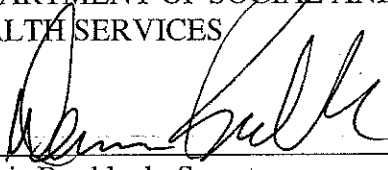
17. ORDER OF PRECEDENCE

The items listed below are incorporated by reference herein. In the event of an inconsistency in this Interagency Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Washington State Statutes and Regulations;
2. The Terms and Conditions contained within this agreement;
3. Any other provisions incorporated by reference or otherwise into the contract.

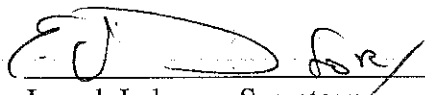
IN WITNESS THEREOF, the parties have affixed their signatures in execution thereof.

STATE OF WASHINGTON  
DEPARTMENT OF SOCIAL AND  
HEALTH SERVICES

  
Dennis Braddock, Secretary

1/26/05  
Date

STATE OF WASHINGTON  
DEPARTMENT OF CORRECTIONS

  
Joseph Lehman, Secretary

1/24/05  
Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Assistant Attorney General

Date

Pete Berney  
Assistant Attorney General

1/21/05  
Date



EXHIBIT A

Pursuant to interagency agreement DOC # CDOC6528/DSHS #0561-65721 (Agreement) between the Department of Social and Health Services (DSHS) and the Department of Corrections (DOC) the following agreement defines the terms of reimbursement for extra expenses incurred by the DSHS for the security and legal services for DOC youth being housed in a DSHS Juvenile Rehabilitation Administration (JRA) facility.

The term of this agreement shall be effective from January 1, 2005 through December 31, 2005.

DOC agrees to reimburse Green Hill School, a JRA facility, for the costs of 3.4 FTE security staff, not to exceed a maximum compensation of \$12,268 per month.

DOC agrees to reimburse Echo Glen Children's Center, a JRA facility, for the costs of 2.6 FTE security staff, not to exceed a maximum compensation of \$9,645 per month.

DOC agrees to reimburse DSHS for the provision of legal services to the DOC offenders housed in JRA facilities. Said legal services shall be provided by the legal services contractor under contract to DSHS to provide legal services to JRA offenders. Reimbursement for the legal services shall be in addition to the reimbursement for the security staff and shall not exceed \$3,000 per month.

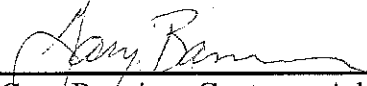
Total maximum reimbursement by DOC to DSHS and its' JRA facilities in support of the above named services shall not exceed \$298,956 per year.

DSHS shall amend the contract with their JRA legal services provider to include the provision of legal services to the DOC offenders who are confined in JRA facilities. The amendment shall include language submitted by the contracts department of DOC.

The DSHS shall submit invoices monthly. Payment to the DSHS and its' JRA facilities for properly completed and accurate invoices will be made by warrant or account transfer by the DOC within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

In witness whereof, the parties have executed this Exhibit A to the Agreement.

DEPARTMENT OF CORRECTIONS

  
\_\_\_\_\_  
Gary Banning, Contracts Administrator

DEPARTMENT OF SOCIAL AND  
HEALTH SERVICES

  
\_\_\_\_\_  
Denise Livingston, JRA Contracts Manager

State of Washington



Department of Corrections  
Contract No. CDOC6528  
Amendment No. 1

This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as DOC, and the state of Washington State Department of Social and Health Services, hereinafter referred to as DSHS, for the purpose of amending the above-referenced Contract, heretofore entered into between DOC and DSHS.

WHEREAS the purpose of this contract amendment is to replace Exhibit A;

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

Exhibit A is hereby replaced in its entirety with Exhibit A-1, attached hereto and incorporated herein.

All other terms and conditions remain in full force and effect. The effective date of this amendment is January 1, 2006.

THIS CONTRACT AMENDMENT, consisting of one (1) page and one (1) attachment, is executed by the persons signing below who warrant that they have the authority to execute the contract.

DEPARTMENT OF SOCIAL AND  
HEALTH SERVICES

Denise Livingston  
(Signature)  
Denise Livingston  
(Printed Name)  
Grants & Contracts Manager  
(Title)  
6/23/06  
(Date)

DEPARTMENT OF CORRECTIONS

Gary Banning  
(Signature)  
Gary Banning  
(Printed Name)  
Contracts Administrator  
(Title)  
6/29/06  
(Date)

Approved as to Form:

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

RECEIVED  
DSHS - ASSISTANT SEC.

JUL 5 2006

JUVENILE REHABILITATION  
ADMINISTRATION

Pursuant to interagency agreement DOC #CDOC6528/DSHS #0561-65721 (Agreement) between the Department of Social and Health Services (DSHS) and the Department of Corrections (DOC) agrees to the following terms of reimbursement for extra expenses incurred by the DSHS for the security and legal services for DOC youth being housed in a DSHS, Juvenile Rehabilitation Administration (JRA) facility.

The term of this Exhibit to the Agreement shall be effective from January 1, 2006 through June 30, 2007.

DOC agrees to reimburse Green Hill School, a JRA facility, for the costs of 3.6 FTE security staff. Reimbursement shall be \$14,475 per month for the months of January through June 2006, and \$15,085 per month for the months of July 2006 through June 2007.

DOC agrees to reimburse Echo Glen Children's Center, a JRA facility, for the costs of 2.6 FTE security staff. Reimbursement shall be \$10,400 per month for the months of January 2006 through June 2006, and \$10,850 per month for the months of July 2006 through June 2007.

DOC agrees to reimburse DSHS for the provision of legal services to the DOC offenders housed in JRA facilities. Said legal services shall be provided by the legal services contractor under contract to DSHS to provide legal services to JRA offenders. Reimbursement for the legal services shall be in addition to the reimbursement for the security staff. The Contractor shall be paid at the rate of \$93.50 per hour for licensed attorney services for DOC client contact and other hours of licensed attorney services directly attributable to work for DOC clients. The Contractor shall be paid at a rate of \$46.75 per hour for legal assistant services directly attributable to work for DOC clients. DOC shall reimburse Contractor for travel time. The Contractor must contact DOC if the number of DOC client hours exceeds the average of 15 per month. The DSHS contract shall include a clause that requires contact of DOC by the legal services provider if the number of DOC client hours exceed the average of 15 hours per month. The maximum amount of hours shall not exceed 20 hours per month and not exceed the average of \$1870 per month. Maximum consideration for legal services for this contract period is \$33,660.

Total maximum reimbursement by DOC to DSHS and its' JRA facilities in support of the above named services shall not exceed \$494,130 for the period of this Exhibit A.

DSHS shall amend the contract with their JRA legal services provider to include the provision of legal services to the DOC offenders who are confined in JRA facilities. The amendment shall include language submitted by the contracts department of DOC.

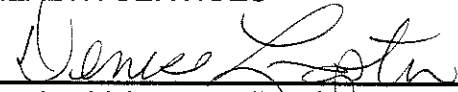
The DSHS shall submit invoices monthly. Payment to the DSHS and its' JRA facilities for properly completed and accurate invoices will be made by warrant or account transfer by the DOC within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

In witness whereof, the parties have executed this Exhibit A-1 to the Agreement.

DEPARTMENT OF CORRECTIONS

  
 Gary Banning, Contracts Administrator

DEPARTMENT OF SOCIAL AND  
HEALTH SERVICES

  
 Denise Livingston, JRA Contracts  
Manager

State of Washington



Department of Corrections  
Contract No. CDOC6528  
Amendment No. 2

This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as DOC, and the state of Washington State Department of Social and Health Services, hereinafter referred to as DSHS, for the purpose of amending the above-referenced Contract, heretofore entered into between DOC and DSHS.

WHEREAS the purpose of this contract amendment is to replace Exhibit A-1;

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

Exhibit A-1 is hereby replaced in its entirety with Exhibit A-2, attached hereto and incorporated herein.

All other terms and conditions remain in full force and effect. The effective date of this amendment is January 1, 2007.  
*July 10 11*

THIS CONTRACT AMENDMENT, consisting of one (1) page and one (1) attachment, is executed by the persons signing below who warrant that they have the authority to execute the contract.

DEPARTMENT OF SOCIAL AND  
HEALTH SERVICES

*[Signature]*  
(Signature)  
DEL MONTANOSAS  
(Printed Name)  
GRANTS-CONTRACT MANAGER  
(Title)  
9/28/07  
(Date)

DEPARTMENT OF CORRECTIONS

*[Signature]*  
(Signature)  
Gary Banning  
(Printed Name)  
Contracts Administrator  
(Title)  
10/10/07  
(Date)

**Approved as to Form:**

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

Pursuant to interagency agreement DOC #CDOC6528/DSHS #0561-65721 (Agreement) between the Department of Social and Health Services (DSHS) and the Department of Corrections (DOC) the DOC agrees to the following terms of reimbursement for extra expenses incurred by the DSHS for the security and legal services for DOC youth being housed in a DSHS, Juvenile Rehabilitation Administration (JRA) facility.

The term of this Exhibit to the Agreement shall be effective from July 1, 2007 through June 30, 2009.

DOC agrees to reimburse Green Hill School, a JRA facility, for the costs of 3.6 FTE security staff. Reimbursement shall be \$15,626 per month for the months of July 2007 through June 2008, and \$15,934 per month for the months of July 2008 through June 2009.

DOC agrees to reimburse Echo Glen Children's Center, a JRA facility, for the costs of 2.6 FTE security staff. Reimbursement shall be \$11,508 per month for the months of July 2007 through June 2008, and \$11,728 per month for the months of July 2008 through June 2009.

DOC agrees to reimburse DSHS for the provision of legal services to the DOC offenders housed in JRA facilities. Said legal services shall be provided by the legal services contractor under contract to DSHS to provide legal services to JRA offenders. Reimbursement for the legal services shall be in addition to the reimbursement for the security staff. The Contractor shall be paid at a rate of \$93.50 per hour for licensed attorney services for DOC client contact and other hours of licensed attorney services directly attributable to work for DOC clients. The Contractor shall be paid at a rate of \$46.75 per hour for legal assistant services directly attributable to work for DOC clients. DOC shall not reimburse Contractor for travel time. The Contractor must contact DOC if the number of DOC client hours exceeds 15 per month. The maximum amount shall not average more than 20 hours per month and not exceed the average of \$1870 per month. Maximum consideration for legal services for this contract period is \$44,880.

Total maximum reimbursement by DOC to DSHS and its' JRA facilities in support of the above named services shall not exceed \$702,432 for the period of this Exhibit A.


The DSHS shall submit invoices monthly. Payment to the DSHS and its' JRA facilities for properly completed and accurate invoices will be made by warrant or account transfer by the DOC within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

In witness whereof, the parties have executed this Exhibit A-2 to the Agreement.

DEPARTMENT OF CORRECTIONS

DEPARTMENT OF SOCIAL AND  
HEALTH SERVICES

  
\_\_\_\_\_  
Gary Banning, Contracts Administrator

  
\_\_\_\_\_  
Del Hontanosas, JRA Contracts  
Manager



This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as DOC, and the state of Washington State Department of Social and Health Services, hereinafter referred to as DSHS, for the purpose of amending the above-referenced Contract, heretofore entered into between DOC and DSHS.

WHEREAS the purpose of this contract amendment is update Contract information and to replace Exhibit A-2;

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

The following paragraphs and sections in the Contract are amended in part, as follows:

Page 1, paragraph 3:

WHEREAS, pursuant to RCW 13.40.280, a juvenile offender committed to DSHS may be transferred to DOC, with the consent of the Secretary of DOC, for appropriate adult institutional placement for the balance of the juvenile term if it is established at a hearing before a DSHS Administrative Review ((Panel)) Board that continued placement of the juvenile offender in a juvenile institution presents a continuing and serious threat to the safety of others in the institution;

Section 1. APPLICATION, Page 2, paragraph 1 and 2:

The sending party to this agreement shall submit a separate application to the receiving party for each individual offender proposed for transfer. Said application shall consist of the copies of all pertinent and available court documents, physical and clinical records, and case history.

Juveniles under the age of eighteen (18) and sentenced to DOC will be automatically reviewed for transfer to DSHS. If accepted, the transfer application referenced in the preceding paragraph must be completed prior, or simultaneous to this transfer.

Section 3. TRANSPORTATION OF THE OFFENDER, Page 3, paragraph 2:

~~((Notice of such transfers to))~~ It is the responsibility of DOC to notify the clerk of the committing court and the parents, guardian, or next of kin of the juvenile (if known) of such transfers as per RCW 72.01.410. ~~((shall be the responsibility of the DOC))~~.

Section 4. RESPONSIBILITY FOR OFFENDER'S CUSTODY. Page 3, paragraph 7:

The case of each offender transferred under authority of this agreement shall be reviewed by both parties at least every six (6) months through the standard DOC/DSHS classification process. DOC or DSHS may review whether an offender transferred under this agreement would benefit from a return to the sending facility. ~~((In most cases DOC offenders should be transferred to DOC within six (6) months after they turn eighteen (18) years of age.))~~ Any

recommendations will be forwarded to the DOC HQ/Classification Unit. DOC staff will be part of the classification/decision/review process for all DOC offenders housed in DSHS facilities.

Section 5. EDUCATION, TRAINING, OR EMPLOYMENT, Page 4, paragraph 7 and 8:

Transferred offenders shall be afforded the opportunity and shall be required to participate in programs of basic education, occupational training, and industrial or other work on the same basis as offenders of the receiving party. The receiving facility is responsible for providing appropriate education services.

~~For those offenders under the age of (18), the receiving facility is responsible for providing appropriate education services.~~

Section 6. REPORTS, RECORDS, AND FILE TRANSFERS. Page 5, paragraph 4 deleted:

~~Upon transfer of an offender between facilities, the sending agency will provide a supply of any and all current medications to the receiving facility.~~

Section 8. ESCAPE, Page 5, paragraph 2, update notification information:

During Normal Business Hours  
(Monday–Friday 8 a.m.—5p.m.)

- Local Law Enforcement
- DOC HQ Warrants Unit ~~((360-753-6868))~~ (360) 725-8888
- DOC Victim/Witness Unit (360) 725-8686  
~~(360-753-6211)~~
- DOC HQ Classification (360) 725-8618

In the event a JRA offender housed in DOC escapes from DOC and/or is recaptured after an escape, DOC procedures shall be followed, and the following additional notification will be made:

- JRA Division Director – Institution Programs ~~((First-by))~~  
Ppager @ 360-455-6394, ~~((then-by))~~ Voice mail @ 360-902-8082)

Exhibit A-2 is hereby replaced in its entirety with Exhibit A-3, attached hereto and incorporated herein.

All other terms and conditions remain in full force and effect. The effective date of this amendment is July 1, 2009.

THIS CONTRACT AMENDMENT, consisting of three (3) pages and one (1) attachment, is executed by the persons signing below who warrant that they have the authority to execute the contract.

DEPARTMENT OF SOCIAL AND  
HEALTH SERVICES

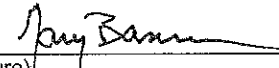
  
(Signature)

DEL ANDERSON  
(Printed Name)

GRAND + CONTRACTS MANAGER  
(Title)

9/16/09  
(Date)

DEPARTMENT OF CORRECTIONS

  
(Signature)

Gary Banning  
(Printed Name)

Contracts Administrator  
(Title)

9/23/09  
(Date)

Approved as to Form:

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



### EXHIBIT A-3

Pursuant to interagency agreement DOC #CDOC6528/DSHS #0561-65721 (Agreement) between the Department of Social and Health Services (DSHS) and the Department of Corrections (DOC) the DOC agrees to the following terms of reimbursement for extra expenses incurred by the DSHS for the security and legal services for DOC youth being housed in a DSHS, Juvenile Rehabilitation Administration (JRA) facility.

The term of this Exhibit to the Agreement shall be effective from July 1, 2009 through June 30, 2011.

DOC agrees to reimburse Green Hill School, a JRA facility, for the costs of 3.6 FTE security staff for a monthly reimbursement rate of \$15,934.00 per month from July 1, 2009 to June 30, 2011.

DOC agrees to reimburse Echo Glen Children's Center, a JRA facility, for the costs of 2.6 FTE security staff for a monthly reimbursement rate of \$11,728.00 per month from July 1, 2009 to June 30, 2011.

DOC agrees to reimburse DSHS for the provision of legal services to the DOC offenders housed in JRA facilities. Said legal services shall be provided by the legal services contractor under contract to DSHS to provide legal services to JRA offenders. Reimbursement for the legal services shall be in addition to the reimbursement for the security staff. The Contractor shall be paid at a rate of \$93.50 per hour for licensed attorney services for DOC client contact and other hours of licensed attorney services directly attributable to work for DOC clients. The Contractor shall be paid at a rate of \$46.75 per hour for legal assistant services directly attributable to work for DOC clients. DOC shall not reimburse Contractor for travel time. The Contractor must contact DOC if the number of DOC client hours exceeds 15 per month. The maximum amount shall not average more than 20 hours per month and not exceed the average of \$1870 per month. Maximum consideration for legal services for this contract period is \$44,880.

Total maximum reimbursement by DOC to DSHS and its' JRA facilities in support of the above named services shall not exceed \$708,768.00 for the time period per Exhibit A-3.


The DSHS shall submit invoices monthly. Payment to the DSHS and its' JRA facilities for properly completed and accurate invoices will be made by warrant or account transfer by the DOC within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

In witness whereof, the parties have executed this Exhibit A-3 to the Agreement.

DEPARTMENT OF CORRECTIONS

DEPARTMENT OF SOCIAL AND  
HEALTH SERVICES

  
\_\_\_\_\_  
Gary Banning, Contracts Administrator

  
\_\_\_\_\_  
Del Hontanosas, JRA Contracts  
Manager



This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and Department of Social and Health Services, hereinafter referred to as the DSHS, for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and the Contractor.

WHEREAS the purpose of this contract amendment is to provide updated contract information and to replace Exhibit A-3;

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

**Section 8, ESCAPE**, is amended, in part, as follows:

.....Any Other time, to include Holidays


- Local Law Enforcement
- For males: WCC Shift Lieutenant (360-427-4622)
- For females: WCCW Shift Lieutenant (253-858-4200x370)

Exhibit A-3 is hereby replaced in its entirety with Exhibit A-4, attached hereto and incorporated herein.

Additions to this text are shown by underline and deletions by ~~((strikeout))~~. All other terms and conditions remain in full force and effect. The effective date of this amendment is July 1, 2011

THIS CONTRACT AMENDMENT, consisting of one (1) page and one (1) attachment, is executed by the persons signing below who warrant that they have the authority to execute the contract.

**CONTRACTOR**

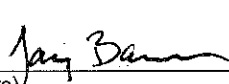
  
(Signature)

DEL MONTANO  
(Printed Name)

GRANTS + CONTRACTS MANAGER  
(Title)

1/24/12  
(Date)

**DEPARTMENT OF CORRECTIONS**

  
(Signature)

Gary Banning  
(Printed Name)

Contracts Administrator  
(Title)

2/8/12  
(Date)

**Approved as to Form:**

This amendment format was approved  
by the office of the Attorney General.  
Approval on file.

#### EXHIBIT A-4

Pursuant to Interagency Agreement DOC #CDOC6528/DSHS #0561-65721 (Agreement) between the Department of Social and Health Services (DSHS) and the Department of Corrections (DOC) the DOC agrees to the following terms of reimbursement for extra expenses incurred by the DSHS for the security and legal services for DOC youth being housed in a DSHS, Juvenile Rehabilitation Administration (JRA) facility.

The term of this Exhibit to the Agreement shall be effective from July 1, 2011 through June 30, 2013.

DOC agrees to reimburse Green Hill School, a JRA facility, for the costs of 3.6 FTE security staff for a monthly reimbursement rate of \$15,491.00 per month from July 1, 2011 to June 30, 2013.

DOC agrees to reimburse Echo Glen Children's Center, a JRA facility, for the costs of 2.6 FTE security staff for a monthly reimbursement rate of \$11,846.00 per month from July 1, 2011 to June 30, 2013.

DOC agrees to reimburse DSHS for the provision of legal services to the DOC offenders housed in JRA facilities. Said legal services shall be provided by the legal services contractor under contract to DSHS to provide legal services to JRA offenders. Reimbursement for the legal services shall be in addition to the reimbursement for the security staff. The Contractor shall be paid at a rate of \$93.50 per hour for licensed attorney services for DOC client contact and other hours of licensed attorney services directly attributable to work for DOC clients. The Contractor shall be paid at a rate of \$46.75 per hour for legal assistant services directly attributable to work for DOC clients. DOC shall not reimburse Contractor for travel time. The Contractor must contact DOC if the number of DOC client hours exceeds 15 per month. The maximum amount shall not average more than 20 hours per month and not exceed the average of \$1870 per month. Maximum consideration for legal services for this contract period is \$44,880.

Total maximum reimbursement by DOC to DSHS and its' JRA facilities in support of the above named services shall not exceed \$708,768.00 for the time period per Exhibit A-4.

The DSHS shall submit invoices monthly. Payment to the DSHS and its' JRA facilities for properly completed and accurate invoices will be made by warrant or account transfer by the DOC within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

In witness whereof, the parties have executed this Exhibit A-4 to the Agreement.

DEPARTMENT OF CORRECTIONS

Administrator

DEPARTMENT OF SOCIAL AND  
HEALTH SERVICES

JRA Contracts Manager

