



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 6, 2011

Ordinance 17237

Proposed No. 2011-0425.1

Sponsors Ferguson

1 AN ORDINANCE relating to detention services
2 authorizing the execution of a program agreement for
3 detention services between King County and the
4 Washington state Department of Social and Health
5 Services, Juvenile Rehabilitation Administration.

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 **SECTION 1. Findings:**

8 A. The Washington state Juvenile Rehabilitation Administration ("JRA") has the
9 authority to detain, or cause to be arrested, certain individuals. JRA desires to have these
10 individuals housed by the department of adult and juvenile detention ("DAJD").

11 B. In 2010, the superior court of King County and JRA entered into a program
12 agreement as part of a JRA Consolidated Contract for FY 2011. The agreement as well
13 as prior agreements includes detention services although detention services are not
14 administered by the superior court.

15 C. JRA requested that DAJD enter into a separate program agreement with it for
16 detention services.

17 D. On March 1, 2011, DAJD conveyed in a letter to JRA DAJD's intent to enter
18 into a detention services agreement with JRA. A separate detention services agreement

19 provides appropriate administrative alignment and permits DAJD to seek appropriate
20 compensation for services including inflation adjustments for future years.

21 E. The attached program agreement sets the daily bed rate for JRA inmates and
22 requires JRA to provide reimbursement for variable jail and health services rates.

23 F. The attached program agreement incorporates by reference the Department of
24 Social and Health Services (DSHS) and County Agreement on General Terms and
25 Conditions enacted in May 2011 for July 2, 2011, through June 30, 2017.

26 G. The attached program agreement supersedes previous versions allowing for
27 the provision of detention services and extends the terms of the program agreement
28 through December 31, 2017.

29 SECTION 2. The King County executive is hereby authorized to execute a
30 program agreement in substantially the form of the attached program agreement for

31 detention services between King County and the Washington state Juvenile
32 Rehabilitation Administration.
33

Ordinance 17237 was introduced on 11/7/2011 and passed by the Metropolitan King County Council on 12/5/2011, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr. McDermott
No: 0
Excused: 1 - Ms. Patterson

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON




Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 16 day of DECEMBER, 2011.



Dow Constantine, County Executive

RECEIVED
2011 DEC 16 PM 4:14
KING COUNTY CLERK

Attachments: A. County Program Agreement Detention Services



**COUNTY
PROGRAM AGREEMENT
Detention Services**

DSHS Agreement Number
1263-99409
17237

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

Administration or Division Agreement Number
County Agreement Number

DSHS ADMINISTRATION	DSHS DIVISION Division of Community Programs	DSHS INDEX NUMBER 1067	DSHS CONTRACT CODE 5000CC-63
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DSHS CONTACT NAME AND TITLE Eddie Pompey Program Manager	DSHS CONTACT ADDRESS 500 Fairview Ave North Seattle, WA 98109-
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DSHS CONTACT TELEPHONE (206) 621-3427 Ext:	DSHS CONTACT FAX (206) 464-7812	DSHS CONTACT E-MAIL pompeel@dshs.wa.gov
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COUNTY NAME King County Youth Service Center	COUNTY ADDRESS King County Youth Services Center 1211 East Alder St. Seattle, WA 98122-
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COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER 916001327	COUNTY CONTACT NAME Pam Jones
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COUNTY CONTACT TELEPHONE (206) 205-9620 Ext:	COUNTY CONTACT FAX (206) 205-9809	COUNTY CONTACT E-MAIL pam.jones@kingcounty.gov
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IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No	CFDA NUMBERS
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PROGRAM AGREEMENT START DATE 1/1/2012	PROGRAM AGREEMENT END DATE 12/31/2017	MAXIMUM PROGRAM AGREEMENT AMOUNT No Maximum Consideration
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EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference:
 Exhibits (specify): Exhibit A: Statement of Work - Detention Services

By their signatures below, the parties agree to the terms and conditions of this County Program Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Program Agreement.

COUNTY SIGNATURE(S)	PRINTED NAME(S) AND TITLE(S) Dow Constantine King County Executive	DATE(S) SIGNED
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DSHS SIGNATURE	PRINTED NAME AND TITLE Del R. Hontanosas Grants and Contract Manager	DATE SIGNED
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STATEMENT OF WORK**DETENTION SERVICES****Purpose**

To provide facilities and programs for the confinement, care, and treatment of JRA Inmates.

1. **Definitions:** Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
 - 1.1 Business Day – Monday through Friday, excluding County holidays or mandatory business closure days ordered by the King County Executive or the Metropolitan King County Council.
 - 1.2 County - King County.
 - 1.3 Day – Any portion of a calendar day; measured from the time such inmate is first presented to and accepted by the YDC or Jail until the inmate is released.
 - 1.4 DAJD – Department of Adult and Juvenile Detention.
 - 1.5 Extraordinary Medical Care – Specialty care, drugs, equipment, general anesthetic surgery, or nursing care, which is not commonly available through Jail Health Services or YDC Health Services. Extraordinary Medical Care includes, but is not limited to, the following care and treatment:
 - 1.5.1 Dialysis
 - 1.5.2 Outside sub-specialty consultation for acute or chronic health conditions;
 - 1.5.3 Hospital stays (including labor and delivery costs for pregnant women);
 - 1.5.4 Orthoses, prostheses, and other aids to impairment (artificial limbs, dentures, glasses, hearing aids);
 - 1.5.5 The continuation of medications started at another facility that is not on the Jail Health Services (JHS) formulary;
 - 1.5.6 Blood products and intravenous medications;
 - 1.5.7 Care of inmates not independent in the activities of daily living and requiring the hiring of temporary nursing assistants;
 - 1.5.8 The rental of special medical equipment in order to care for a particular inmate;
 - 1.5.9 Treatment provided in the emergency room of a hospital.
 - 1.6 Force Majeure – War, civil unrest, and any natural event outside of the party's reasonable control, including fire, storm, flood, earthquake or other act of nature.
 - 1.7 Jail - A place primarily designed, staffed and used for the housing of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders charged or convicted of a criminal offense; or for confinement during a criminal investigation or for civil detention to enforce a court order. Upon the date of the execution of this Agreement, Jail includes the King County Correctional Facility and the detention facility at the Maleng Regional Justice Center.
 - 1.8 JRA – Juvenile Rehabilitation Administration, Department of Social and Health Services.
 - 1.9 A JRA charge is not the principal basis for confining a person where the person is confined exclusively or in combination with other charges by reason of one or more of the following:
 - 1.9.1 A local felony or investigation charge;
 - 1.9.2 A King County responsible local misdemeanor charge;

- 1.9.3 An out of state charge or warrant of extradition;
- 1.9.4 A charge reimbursable by another contract city, the US Marshal Service, the State Department of Corrections, or another agency by special contract or agreement;
- 1.9.5 A Superior Court hearing pursuant to 1.10.1 and 1.10.2 above following a transfer from a JRA facility.¹⁷²³⁷
- 1.10 JRA Inmate – A person booked into or housed in the YDC or in the King County Jail when a JRA charge is the principal basis for booking or confining the person. A JRA charge is the principal basis for booking or confining a person where one or more of the following applies:
 - 1.10.1 When the person is booked or confined on a JRA warrant, a JRA administrative hold, or a JRA In Transit Hold;
 - 1.10.2 When the person is committed to JRA but not yet transported to a JRA residential facility beginning on the third Day following sentencing.
- 1.11 Youth Detention Center (YDC) – A place primarily designed, staffed, and used for the housing of pre- and post-disposition offenders, and status offenders all under the age of 18.

2. Services Provided

- 2.1 The County shall accept JRA Inmates for confinement in the YDC or Jail except as provided in Sections 2.2 and 2.3 below. The County shall provide detention services including custody, supervision, recreation, and education when housed in the YDC, for JRA inmates booked or confined in the YDC or the Jail.
- 2.2 JRA shall complete the necessary County forms when placing JRA inmates into the YDC or the Jail. JRA inmates may be rejected by the County for placement where pre-booking screening indicates injury, disease, or mental illness beyond the ability of the YDC or the Jail to treat, or where the condition presents a danger of harm to the JRA inmate or County inmates.
- 2.3 Should a condition of an unusual nature occur making it impractical or undesirable to continue to house a JRA Inmate, DAJD will notify JRA. Upon notification, JRA shall be responsible for removing the JRA Inmate from the Jail or the YDC within 24 hours.
- 2.4 The maximum number of JRA Inmates allowed at any one time in the YDC shall be twelve (12). In the event this limit is exceeded the County shall notify JRA. The County may then decide to house JRA Inmates in excess of these limits. Alternatively, the County may require JRA to transfer JRA Inmates from the YDC until such time as the number of JRA Inmates is brought to or below this limit.
- 2.5 JRA staff shall follow all procedures and policies when entering the YDC and the Jail.
- 2.6 DAJD and JRA shall provide contact person(s) for questions or concerns.
- 2.7 JRA shall be responsible for transportation of JRA youth between County and JRA facilities; DAJD is responsible for transportation among DAJD facilities.

3. YDC and Jail Health Services

- 3.1. The County shall furnish to JRA inmates all medical, dental and other health care services required to be provided pursuant to federal or state law. Such care shall include the provision of reasonably necessary medical, dental and psychiatric care normally rendered by County personnel in the YDC or in the Jail as part of the health or correctional program. The County shall not be responsible for providing Extraordinary Medical Care to JRA Inmates.

4. Notifications

- 4.1 The County will implement a program of notification to JRA to inform them when an inmate has been booked on a JRA warrant, administrative hold, or in-transit hold, when an inmate has become a JRA Inmate, and when a JRA inmate is subject to a surcharge under section 5.2 and 5.3. The program will follow the following guidelines:

- 4.1.1. For inmates newly committed to JRA, the County will provide notice to JRA of the sentencing disposition by the end of the next calendar day following sentencing.
 - 4.1.2. The County will notify JRA by the end of the next business day when an inmate is booked on a JRA warrant or administrative hold. 17237
 - 4.1.3. When an inmate is in custody in either the Jail or the YDC, the County will notify JRA by the end of the next business day following the day JRA becomes responsible for daily detention charges.
 - 4.1.4. When an inmate is subject to a surcharge pursuant to sections 5.2 or 5.3, the County will notify JRA by the end of the next business day following placement in a housing location subject to surcharge.
 - 4.1.5. The County's notification program for JRA Inmates may consist of an email or a web posting to the JRA Detention Billing Information System (DBIS) web page with an optional DBIS generated email(s) sent to JRA at their request.
- 4.2 The County will make a good faith effort to provide accurate and timely notification. However, payment for detention services will not be waived due to a late or missed notification.

5. Compensation

- 5.1 JRA will pay the County one hundred thirty-two dollars and one cent (\$132.01) per inmate per Day for each JRA inmate except that JRA will not be billed for the day a JRA inmate is released from detention if released before 1100 hours.
- 5.2 In addition to the daily rate noted in Section 5.1, JRA will pay the County the following surcharges:
 - 5.2.1 For every JRA inmate housed in the Jail Infirmery on a given day, JRA shall pay a surcharge of one hundred ninety-three dollars and eighty-seven cents (\$193.87) per inmate per Day.
 - 5.2.2 For every JRA inmate housed in the Psychiatric Unit of the Jail on a given day JRA shall pay a surcharge of one hundred seventy dollars and eleven cents (\$170.11) per Inmate per Day.
 - 5.2.3 For every JRA inmate housed in other psychiatric housing in the Jail on a given day, JRA shall pay a surcharge of sixty-one dollars (\$61.00) per inmate per Day.
- 5.3. In addition to the rates noted Sections 5.1, JRA shall pay a surcharge of one hundred eighty-one dollars and ninety-nine cents (\$181.99) per inmate per Day for each JRA Inmate housed in the YDC Health Clinic.
- 5.4 In addition to the rates noted elsewhere in this section JRA will pay for all costs associated with Extraordinary Medical Care provided to JRA Inmates. In the event that a JRA inmate is admitted to a hospital, the County will provide notice to JRA by the end of the next Business Day. However, failure to provide such notice will not affect JRA's obligation to pay for Extraordinary Medical Care and hospital guarding fees for JRA Inmates.
- 5.5 In addition to the rates noted elsewhere in this Section, JRA shall pay the County fifty-seven dollars and sixty-seven cents (\$57.67) per hour for each officer assigned to guard a JRA Inmate at a hospital or other medical facility. This charge will apply for all time spent transporting a JRA Inmate to and from a hospital or other medical facility and guarding a JRA Inmate while at a hospital or other medical facility.
- 5.6 The rates of compensation found above will be adjusted annually. Effective January 1, 2013, and annually thereafter, the rates shall be adjusted as follows:
 - 5.6.1 The rates found in sections 5.1 and 5.5 are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the 12-month period ending in June) plus 1.5%, but shall in no event be lower than 1.5%.
 - 5.6.2 The rates found in sections 5.2 and 5.3 are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the 12-month period ending in June) plus 3%, but shall in no event be lower than 3%.
 - 5.6.3 No later than October 1 of each year, the County will provide notice to JRA of the final fees and charges listed in this Section for the following calendar year reflecting the application of the June-June CPI index in the manner prescribed in Subsections 5.6.1 and 5.6.2 above.

6. Billing

- 6.1 The County shall transmit billings to JRA monthly within 60 days of the end of the month in which services were provided.
- 6.2 Supporting documentation for each inmate billed will include: name of youth, date of admission to detention,¹⁷²³⁷ date of release from detention, billing dates (from/to) and number of billable days. Supporting documentation may be a separate report from the invoice and may be made available via King County's secure billing web service currently part of DBIS.
- 6.3 Within thirty (30) days from the invoice date JRA shall pay the full amount billed and verify delivery of services. If JRA fails to pay a billing within 30 days from the invoice date, the County will notify JRA of its failure and JRA shall have ten (10) days to cure non-payment. In the event JRA fails to cure its nonpayment, JRA shall be in material breach of this agreement and the County will no longer be expected to house JRA Inmates. Thereafter, the County, at its sole discretion, may accept no further JRA Inmates until all outstanding bills are paid.
- 6.4 The County may charge an interest rate equal to the interest rate on the monthly County investment savings, not to exceed one percent (1%) monthly, on any billing amount not paid by JRA within thirty (30) days of the invoice date.
- 6.5 Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately.
- 6.6 Billings to the County for Extraordinary Medical Care will be processed monthly and separately for the Jail and for the YDC and may include charges for services rendered prior to the billing month.

7. Term

- 7.1 This Agreement shall supersede all previous oral or written contracts and agreements between the parties relating to the Jail and YDC. This Agreement shall commence on January 1, 2012 and extend to December 31, 2017, unless terminated by either party pursuant to the DSHS and County Agreement on General Terms and Conditions. This Agreement shall automatically renew for successive one-year terms, unless terminated by either party pursuant to section 8 below.

8. General Provisions

- 8.1 Force Majeure. In the event either party's performance of any of the provisions of this Agreement becomes impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.
- 8.2 No Third Party Beneficiaries. There are no third party beneficiaries to this agreement. No person or entity other than a party to this agreement shall have any rights hereunder or any authority to enforce its provisions.