AMERICAN CIVIL LIBERTIES UNION of NEVADA

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601 S. RANCHO DRIVE
SUITE B11
LAS VEGAS, NV 89106
P/ 702.366.1536
F/ 702.366.1331

1325 AIRMOTIVE WAY
SUITE 202
RENO, NV 89502
P/ 775.786.1033
F/ 775.786.0805

WWW.ACLUNV.ORG

To: Board of Prison Commissioners
Date: September 16, 2014
Re: Agenda Item V – Nevada Supreme Court Juvenile Justice Commission; Transfer of Youthful Offenders to Division of Child and Family Services.

Dear Board of Prison Commissioners:

I write to ask the Board to investigate and encourage use of Administrative Regulation 502, where transfer of youthful offenders in NDOC custody to the Division of Child and Family Services (DCFS) is listed as the first option for classification of youth 18 and under who are convicted as adults.[1] While this regulation was re-authorized in October 2013, our understanding is that it has not been utilized. We also ask that, if necessary for implementation of AR 502, you approve any agreements that may be required with other governmental agencies, such as DCFS, under NRS 209.141.[2]

Through our participation in the Nevada Supreme Court Commission on Juvenile Justice, and in particular the Regional Facility Planning Subcommittee, the ACLU has had the opportunity to hear the concerns of multiple agencies, discuss options with juvenile facility administrators, conduct research on best practices nationwide, and visit DCFS commitment housing in Elko and Las Vegas. DCFS balances two sometimes competing concerns. Regionalization – that is, housing kids near their families for purposes of treatment and rehabilitation – is balanced with assessment and classification into one of three in-state facilities or multiple out-of-state facilities that best meets the needs of the child. We believe that the same considerations should apply to NDOC's youthful offender population, but that NDOC does not maintain an infrastructure to meet the age-specific programming needs of this population at the Lovelock Correctional Center, much less across the state at institutions where youth may be housed near their families.

Experts acknowledge that all youth 18 and under are developmentally the same, regardless of the crime for which they are charged.[3] In fact, when we spoke with juvenile facility administrators in Oregon, Washington, and Idaho, which are all states where youthful offenders are housed in juvenile facilities with juvenile offenders until the extended age of juvenile jurisdiction, we learned that they commingle and integrate these two populations without risking facility security or public safety. Oregon's experience housing youthful offenders in juvenile facilities has been so successful over the last fifteen years that the Oregon Legislature passed additional reforms this year where youthful offenders

[1] AR 502 is provided to the Board with this letter.
[2] "The Director may, with the approval of the Board, enter into agreements with other governmental agencies and with private organizations to carry out the purposes of this chapter."
[3] *See, e.g.,* "Less Guilty by Reason of Adolescence," MacArthur Foundation Research Network on Adolescent Development and Juvenile Justice Issues, Issue Brief 3.

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are now taken directly to juvenile commitment facilities instead of the adult prison.[4] Because initially these states did not have a regulation similar to AR 502 on the books, they proceeded through state law and accompanying memoranda and agency policies that outline everything from financial reimbursement for custody of the youth to the process for transferring youthful offenders back to the custody of the DOC.[5] We encourage review and implementation of similar policies in Nevada.

The number of young people under age 18 held in Nevada Department of Corrections prisons has dropped significantly since 2008.[6] In 2008, NDOC housed over 50 youthful offenders and today the population hovers around a dozen. With the passage of AB 202 last session, raising the age for direct prosecution of youth in certain cases, that number is likely to continue to decline. Across the country, in not only Oregon, Washington, and Idaho, but also in states like Montana, Idaho, Kentucky, and South Dakota, administrators are declining to house any youth 18 and under in adult facilities. We ask that the BOPC and the NDOC fully exercise your discretion to transfer these youth to appropriate juvenile housing and programming.

Approximately 80% of youthful offenders come from Clark County, and therefore we advocate, as an initial step, that NDOC's youthful offenders be transferred to Red Rock Academy. We have spoken with administrators at Red Rock Academy and they are, by the end of this month, visiting Oregon facilities where these populations have been commingled for years. It is our understanding that Red Rock Academy is willing and, most importantly, able to develop appropriate programming for the rehabilitation of these juveniles, as well as prepare them for the portion of their sentence they will serve in an NDOC facility. It is worth noting that if the BOPC and NDOC move forward with implementation of AR 502 now with Red Rock Academy (either through DCFS or direct MOU with Rites of Passage), we could be laying the groundwork for housing for a female youthful offender, who arguably could be transferred to the co-educational Caliente Youth Center instead of housing her at Florence McClure.

There is no legal barrier to housing, educating, and feeding youthful and juvenile offenders together.[7] Further, commingling these populations does not violate the Prison

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[4] HB 3183 (2014) requires transport of 16-18 year old adult offenders directly to Oregon Youth Administration intake, rather than DOC intake for initial processing.

[5] Provided to the Board today is Washington's Memorandum of Understanding between the DOC and the Juvenile Rehabilitation Administration, the DOC implementing policies, and the Juvenile Rehabilitation Administration implementing policies.

[6] Public Records Act request by ACLU to NDOC, information on file with the ACLU.

[7] In February of 2008, the DOJ Office of Juvenile Justice and Delinquency Prevention (OJJDP) released a memo stating that youth who are transferred, certified, or waived to the adult criminal justice system may be held in a juvenile facility until they reach the maximum age of juvenile court jurisdiction, which in Nevada is age 21. Further, the memo noted that youth with adult criminal charges or convictions may be held with youth with juvenile court adjudications **without sight and sound separation**. This memo was

Rape Elimination Act (PREA).[8] Both youth and public safety are best served by providing youthful offenders with developmentally appropriate programming before the age of 18. Nevada's juvenile facilities, and in particular Red Rock Academy, already have the expertise to work with this population. There is no need for NDOC to re-invent the wheel and develop their own programming when they can simply transfer our dozen youthful offenders to the custody of DCFS.

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I remain available to answer questions, conduct additional research, and locate models for both the BOPC and the NDOC.

Sincerely,

/s Vanessa Spinazola
Legislative & Advocacy Director
ACLU of Nevada

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provided to the AB 202 Task Force at the June 27, 2014 meeting and is available here as Agenda Item V(2): http://www.leg.state.nv.us/interim/77th2013/Committee/StatCom/JuvJustTaskForce/Other/27-June-2014/MeetingPage.cfm?ID=76&d=27-June-2014.

[8] This is because the PREA "juvenile facility" standards do not have any "youthful inmate standard," as is provided for youth housed in the adult prison population. Accordingly, PREA does not require separation of under 18s, and 18 and overs, in "juvenile facilities." The PREA Standards for juvenile facilities is governed by 28 C.F.R. ss. 115.311-393. The definition of "juvenile facility" is "a facility primarily used for the confinement of juveniles pursuant to the juvenile justice system or criminal justice system." 28 C.F.R. s. 115.5. The definition of "juvenile" is "any person under the age of 18, unless under adult court supervision and confined or detained in a prison or jail." Id.

There are two "age-based" separation standards. One is in the set of standards for adult prisons and jails. See 28 C.F.R. s. 115.14. This is known as the "youthful inmate" standard. "Youthful inmates" are defined as "any person under the age of 18 who is under adult court supervision and incarcerated or detained in a prison or jail." 28 C.F.R. s. 115.5. The other "age-based" separation requirement is for lockups. See 28 C.F.R. s. 115.114. This is the "youthful detainee" standard. "Youthful detainee" is defined as "any person under the age of 18 who is under adult court supervision and detained in a lockup." 28 C.F.R. s. 115.5.

Definitions for "prison," "jail," and "lockup" may be found in 28 C.F.R. s. 115.5. Note, there is no corresponding standard among the "juvenile facility" standards. See 28 C.F.R. s. 115.314 ("Reserved").

NEVADA DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE REGULATION
502

YOUTHFUL OFFENDER CLASSIFICATION

Supersedes: AR 502 (06/17/12) and AR 502 (Temporary, 06/05/13)
Effective date: 10/15/13

AUTHORITY: NRS 62.170, 209.301, 42 U.S.C. § 15601, *et seq.* and Federal Register 28 CFR Part 115

RESPONSIBILITY

1. The Offender Management Administrator (OMA) is responsible for the administration of this regulation.

2. The Wardens are responsible for the implementation of this regulation at their specific institutions.

502.01 INITIAL CLASSIFICATION OF YOUNG ADULT & YOUTHFUL OFFENDERS

1. The classification committee will consider placing a young adult or youthful offender in an institution or facility, and programs specifically designated for young offenders.

2. The classification committee should determine the appropriate level of custody for young adult and youthful offenders based on the following case factors:

A. The nature and severity of the inmate's offense.

B. The characteristics of the inmate's sentence.

C. The inmate's criminal history.

D. The inmate's age.

E. The inmate's mental and physical health.

F. The criminal, institutional, and social sophistication of the inmate.

G. The inmate's susceptibility to exploitation.

H. The security risk posed by the inmate.

I. PREA Regulations

3. The following represents the hierarchy of placement for young adult and youthful offenders starting with the most susceptible and least sophisticated.

A. Transfer to the Division of Child and Family Services (youthful offenders only).

B. Protective segregation.

C. Youthful offender program.

D. An institution or facility designated for young adult offenders.

E. General population in a conventional institution or facility.

F. Administrative Segregation.

4. Young adult offenders may be retained in youthful offender programs past the age of 18, based on the level of their sophistication and susceptibility to exploitation, but housed according to PREA Regulations.

5. The classification committee should, to the extent possible, designate the assignment of youthful and young adult offenders based on their educational, training, treatment, and protection needs.

6. Youthful offenders will be housed in a unit designated by the Director and in accordance with PREA Regulations.

502.02 CLASSIFICATION APPROVAL AUTHORITY

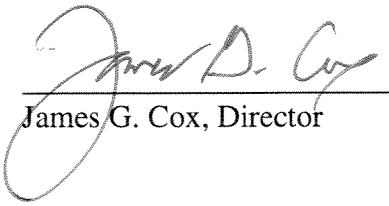
1. The Director, Deputy Director, or the Offender Management Administrator (OMA) must approve the initial classification, and transfers between or custody changes within institutions for a youthful offender.

2. Young adult offenders are approved for classification according to the general classification guidelines provided in the 500 series of the Administrative Regulations.

APPLICABILITY

1. This Administrative Regulation requires an Operational Procedure within the Offender Management Division and at each institution and facility.

2. This Administrative Regulation requires an audit.



James G. Cox, Director

10/15/13

Date

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

1/26/05

Dennis Braddock, Secretary — Date

APPROVED AS TO FORM:

Assistant Attorney General — Date

STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS

for 1/24/05

Joseph Lehman, Secretary — Date

APPROVED AS TO FORM:

Pete Berney — 1/21/05

Assistant Attorney General — 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	DEPARTMENT OF SOCIAL AND HEALTH SERVICES
Gary Banning, Contracts Administrator	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.

DEPARMENT 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	DEPARTMENT OF SOCIAL AND HEALTH SERVICES
Gary Banning, Contracts Administrator	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 6th

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.

DEPARMENT OF SOCIAL AND HEALTH SERVICES

(Signature)

DEL MONTANO SAS
(Printed Name)

GRANTS-CONTRACTS MANAGER
(Title)

9/28/07
(Date)

DEPARTMENT OF CORRECTIONS

(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

State of Washington

Department of Corrections
Contract No. CDOC6528
Amendment No. 3

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~~ 7a.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~~)) Vvoice 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.

DEPARMENT OF SOCIAL AND HEALTH SERVICES

(Signature)

DEL ANTAGOSE
(Printed Name)

GRANTS + CONTRACTS MANAGER
(Title)

9/11/09
(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

State of Washington

Department of Corrections
Contract No. CDOC6528
Amendment No. 4

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	DEPARTMENT OF CORRECTIONS
(Signature)	(Signature)
DEL HORTANOSAS	Gary Banning
(Printed Name)	(Printed Name)
GRANTS + CONTRACTS MANAGER	Contracts Administrator
(Title)	(Title)
1/24/12	2/8/12
(Date)	(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	DEPARTMENT OF SOCIAL AND HEALTH SERVICES
Administrator	JRA Contracts Manager

DEPARTMENT OF SOCIAL AND HEALTH SERVICES
JUVENILE REHABILITATION ADMINISTRATION
JRA POLICY 25

SUBJECT:	**TRANSFER OF RESIDENTIAL YOUTH BETWEEN THE DEPARTMENT OF CORRECTIONS AND THE JUVENILE REHABILITATION ADMINISTRATION**
INFORMATION CONTACT:	Don Mead, Ed.D 33010 SE 99th Street, MS: B17-41 Snoqualmie, WA 98065 Phone: (425) 831-2700, FAX: (425) 831-2720
AUTHORIZING SOURCE:	**RCW 13.40.210(4)(c)** **RCW 13.40.280** **RCW 13.40.285** **RCW 72.01.410** **Chapter 388-740-0070(1) WAC** **Chapter 388-745 WAC** **Interagency Agreement between Department of Corrections and Department of Social and Health Services (CDOC6528)** **Juvenile Justice and Delinquency Prevention Act of 2002**
EFFECTIVE DATE:	November 1, 2009
APPROVED BY:	***J. C. 11-09*** John Clayton, Assistant Secretary Juvenile Rehabilitation Administration
SUNSET REVIEW DATE:	November 1, 2011

25-100 PURPOSE

This policy establishes procedures regarding transfers of youth committed to the Juvenile Rehabilitation Administration (JRA) to the Department of Corrections (DOC), and of DOC inmates to the Department of Social and Health Services, JRA and supplements the Interagency Agreement between DOC and JRA.

25-200 SCOPE

This policy applies to JRA organizational units and contracted programs.

25-300 DEFINITIONS

1. **Administrative Review Board**. A board chaired by a JRA Director or designee and two other Juvenile Rehabilitation Administrators

appointed by the chairperson. This board conducts a hearing to determine if a recommendation should be made to the JRA Assistant Secretary to transfer a JRA youth to DOC.

2. **Department of Corrections (DOC) Liaison:** JRA Central Office staff designated to manage and provide direction and oversight of JRA and DOC agreements and protocols.
3. **Dual Sentence Commitment:** A circumstance when a youth has both a JRA and a DOC sentence.
4. **Residential Review Committee.** A committee appointed by a Superintendent or Regional Administrator to conduct an informal review. An administrator at the Community Programs Administrator/ Associate Superintendent level or above will chair the Committee.

25-400 POLICY

1. **JRA and DOC may transfer residents to the custody of the other department with the consent of each Department's Secretary.**
   A. An Interagency Agreement will be maintained to govern the transfer, custody, care, and management of identified DOC and JRA offenders.
   B. JRA and DOC will incorporate or consider federal mandates and national standards in implementing this Agreement and Policy.

2. **Transfers between JRA and DOC require a review.**
   A. **DOC to JRA transfers:**

   DOC may transfer DOC inmates to JRA custody. Youth convicted under the age of 18 and sentenced to DOC may be transferred to JRA for a period of time as agreed upon between JRA and DOC, based on national rules and standards. The length of stay must not continue beyond the youth's 21st birthday. DOC inmates remain under the jurisdiction of DOC, and JRA is responsible for DOC inmates in JRA custody pursuant to the Interagency Agreement. JRA policies will apply with the exception of classification, transportation, and security policies identified by DOC. DOC and JRA representatives may determine application of DOC and JRA policies.

   B. **JRA to DOC Dual Sentence Transfers:**

   1) JRA youth with dual sentences may be transferred to DOC custody based on safety, security, resource, or programmatic reasons. In making the decision, consideration should be given to placing the youth in the least restrictive setting consistent with programmatic needs, resources, and safety or security

concerns. The "DOC Transfer Process, JRA Youth with a Dual Sentence Commitment" (Attachment A) will be followed.

2) These transfers may be initiated and take place during the diagnostic process or before the youth is transferred to a JRA residential facility.

3) When it is known that a youth has a dual sentence or pending dual sentence, designated regional or diagnostic staff will notify the DOC Liaison or designee as soon as reasonable.

4) Regional or institutional staff will notify the Regional Administrator or Superintendent or designee when it is known a youth has a dual sentence or one is pending so they can determine if they want to initiate the next step of the transfer review process through the JRA Division Director.

5) Dual sentence youth in residential programs who pose a continuing and serious threat to the safety of others will be reviewed by a Residential Review Committee to assist the Superintendent, Regional Administrator, or designee to determine if a recommendation should be made to the JRA Division Director for transfer to DOC.

6) An Administrative Review board hearing is not required for dual sentence transfers. Any transfer request to DOC will be made by the JRA Assistant Secretary to the DSHS Secretary, who will communicate the request to the DOC Secretary.

C. **JRA to DOC transfers for youth who only have JRA commitment(s) and who pose a continuing and serious threat to the safety of others in the institution:**

JRA youth in residential programs who only have a sentence to JRA may be transferred to DOC custody if it is determined that they present a continuing and serious threat to the safety of others in the facility and JRA. The "DOC Transfer Process, JRA Youth without DOC Sentence" (Attachment B) will be followed.

1) Residential youth who pose a continuing and serious threat to the safety of others in the facility will be reviewed by a Residential Review Committee to assist the Superintendent or designee to determine if a recommendation should be made to the JRA Division Director for transfer to DOC.

2) The Superintendent or designee will initiate the transfer review process, when appropriate, through contacting the JRA Division Director or designee.

3) The JRA Division Director or designee will determine if an Administrative Review Board hearing should be held and convene one if appropriate, followed by the process outlined in

"DOC Transfer Process, JRA Youth without DOC Sentence," (Attachment B).

D. **JRA to DOC transfers for youth who only have JRA commitment(s) and have committed staff assault or youth who have Custodial Assault adjudications while in JRA custody.**

1) A Residential Review Committee review is required if there appears to be a staff assault or there is an adjudication for Custodial Assault against JRA staff. (See JRA Policy 45, "Staff Assault Review and Reporting").

2) The Superintendent or designee will review the recommendation and determine if a recommendation should be made to the JRA Director/designee for transfer to DOC, following the process outlined in "DOC Transfer Process, JRA Youth without DOC Sentence," (Attachment B).

3) Custodial Assault adjudications, per RCW 9A.36.100, require a second Residential Review Committee review (if the youth has not been previously transferred to DOC) within five working days of receiving the disposition order. The review is to determine if a recommendation should be made to the Superintendent before referring to the JRA Division Director or designee to transfer the youth to DOC.

4) The JRA Division Director or designee will determine if an Administrative Review Board hearing should be held, following the process outlined in "DOC Transfer Process, JRA Youth without DOC Sentence," (Attachment B). If a hearing is held based on a staff assault allegation, the hearing must be held within 14 days of the law enforcement referral.

E. **An Administrative Review Board hearing must take place as a step in the process of transferring a JRA youth to DOC when the youth has only a JRA commitment(s) as described in 25-400, 2. (C) and (D).**

1) The JRA Division Director/designee will review the recommendation to determine whether to pursue a transfer. If the Division Director or designee decides to pursue a transfer, s/he must convene an Administrative Review Board hearing. The Administrative Review Board hearing will be conducted based on the requirements in Chapter 388-745 WAC and this policy.
The Administrative Review Board hearing must be held within 14 days of a referral to law enforcement for an alleged staff assault of Custodial Assault.

2) Youth must be notified in writing at least five days in advance of any Administrative Review Board hearing to consider transfer of the youth to DOC. Such written notice must include

the reasons the transfer is being considered and a copy of the rules pertaining to the hearing. Prior to any hearing, the youth or the youth's attorney has the right of access to records of the department pertaining to the proposed transfer, consistent with Policy 29, "Confidentiality of Juvenile Records."

3) Youth being considered in an Administrative Review Board hearing for transfer to DOC will be afforded access to legal counsel during the administrative review hearing process. Youth may waive any rights available under this policy only with the advice of an attorney.

4) Attendance at the Administrative Review Board hearing will be limited to parties directly concerned. The chairperson may exclude unauthorized persons unless the parties agree to their presence. Parties have the right to present evidence, cross-examine witnesses, and make recommendations to the hearing panel. All relevant and material evidence is admissible which, in the opinion of the chairperson, is the best evidence reasonably obtainable, having due regard for its necessity, availability, and trustworthiness.

5) At the conclusion of the hearing, the Administrative Review Board will consider all evidence presented and make a decision whether continued placement of the juvenile offender in an institution for juvenile offenders presents a continuing and serious threat to the safety of others in the institution.

6) The chair of the Administrative Review Board will prepare a written record of the decision and reasons for the decision. The Board hearing must be recorded manually, or by mechanical, electronic, or other device capable of transcription.

7) Transfer requests will be made by the JRA Assistant Secretary to the DSHS Secretary, who will communicate the request to the DOC Secretary.

3. **The decision not to transfer a youth may be made at any step in the review process.**

4. **Documentation and tracking is required.**

   A. Superintendents and Regional Administrators are responsible for designating staff to track, monitor, and document transfers to and from DOC and jails, changes in release dates, and releases from JRA sentences.

   B. Residential Review Committee recommendations approved by the Superintendent or Regional Administrator or designee and Administrative Review Board decisions under this policy will be

documented in a "Record of Official Actions" (ROA) in the Automated Client Tracking (ACT) computer system.

C. JRA youth in DOC or jail must have a JRA No Bail Administrative Hold and/or Request for Notification form (Attachment C) completed and sent to the DOC Liaison for youth in DOC, or directly to the jail depending on where the youth is held. A copy will be placed in the youth's Case File.

5. **Release dates may be adjusted for JRA youth transferred to DOC or jail.**

A. Youth under JRA jurisdiction will be assigned their maximum release date prior to being transferred to DOC or jail. An exception to this requirement may be granted by the Superintendent or Regional Administrator or designee.

B. Youth transferred to DOC will have the opportunity to earn time off their maximum JRA release date, but not less than their minimum release date.

C. At least 60 days before the release date, the designated JRA residential facility staff should notify DOC in writing of a pending release from a JRA sentence.

6. **JRA youth in DOC confinement may need to serve JRA parole upon release from DOC.**

A. JRA youth transferred to DOC with remaining sex offender, Basic Training Camp, or auto theft parole obligations, who are under the age of 21 upon release from DOC, must serve parole through JRA. These youth will not be discharged from JRA until they complete their parole obligation or turn 21 years of age.

B. JRA parolees who possess a firearm or use a deadly weapon on parole will be revoked and confined for at least 30 days. If they have served at least 30 days' confinement in the Department of Corrections for the same act, JRA will consider their confinement obligation satisfied and no additional confinement is required upon release from DOC. See Parole Standards Memo Counting Parole Revocation Time in DOC Confinement for specific procedures.

C. JRA youth serving only a JRA sentence in DOC may have a JRA parole obligation.

7. Notification of transfer is required.

The Superintendent or Regional Administrator or designee will notify the parents or legal guardians, committing court, and JRA Regional Office of assignment of a youth being transferred to DOC under this

policy. Notification must comply with JRA Policy 29, "Confidentiality and Release of Juvenile Records and Operations Records"

Attachment A: DOC TRANSFER PROCESS JRA Youth with a Dual Sentence Commitment
Attachment B: DOC TRANSFER PROCESS JRA Youth without DOC Sentence
Attachment C: "No Bail Administrative Hold and/or Request for Notification" form