

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington ("County"), and PST INVESTIGATIONS, a division of Public Safety Testing, Inc., a Washington corporation ("Contractor") (collectively, the "Parties").

In consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. Identity of Contractor.

Contractor is a licensed Private Investigator Agency in the State of Washington and a provider of pre-employment background investigations, administrative workplace investigations, and other services to public agencies. Contractor personnel have extensive background investigation and/or law enforcement investigative experience. Contractor's investigators are Washington State licensed unarmed Private Investigators or licensed attorneys

2. Scope of Services to be Performed by Contractor.

Contractor shall conduct an investigation ("Investigation") as further described in Exhibit A, attached hereto and by this reference made a part of this Agreement.

This investigation shall be consistent with and for the purpose of, inter alia, carrying out the Snohomish County Superior Court PREA Umbrella Policy, attached as Exhibit B hereto and by this reference made a part of this Agreement.

Each service provided pursuant to this Agreement shall be conducted and provided in accordance with generally accepted practice in the relevant industry.

This agreement was procured non-competitively pursuant to Snohomish County Code 3.04.202(1).

3. Duration.

The Agreement shall commence upon execution by the Parties and shall terminate on the 31st day of December, 2026, unless extended or terminated earlier, pursuant to the terms and conditions of the Agreement; provided that all obligations of the County under the Agreement are contingent upon continuing local legislative appropriation of necessary funds for this specific purpose in accordance with applicable laws.

4. Records and Reports.

Contractor shall maintain such records and make reports to the County as provided further herein and in the Exhibits attached hereto.

5. Compensation.

The County shall pay fees to Contractor as follows:

Investigative, administrative, legal review and all non-travel time @ \$225/hour.

Investigator travel time @ \$95/hour.

Audio statement transcription @ 125% of SpeakWrite transcription rate.

County shall reimburse Contractor's actual costs incurred for travel, meals, lodging, parking, tolls, and other related incidental expenses.

Mileage will be charged by Contractor at the current federal standard mileage rate per mile.

Contractor may add a 4% surcharge to incidental expenses to cover administrative fees.

Any out-of-state travel by Contractor for purposes of performing Contractor's obligations under this Agreement is subject to pre-approval by County.

Contractor shall not charge Washington State sales tax.

Testimony or preparation for administrative or legal hearings related to Investigation @ \$375/hour.

Contractor shall invoice County following completion of the described services. County shall make payment within 30 days of receipt of Contractor invoice.

The amount of fees paid to the Contractor shall not exceed \$50,000 without further amendment to this Agreement.

6. Direction and Control.

Contractor agrees that it will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. The Parties agree that Contractor is not entitled to any benefits or rights enjoyed by employees of the County. Contractor specifically has the right to direct and control its own activities in providing the agreed services in accordance with the specifications set out in this Agreement. County shall only have the right to ensure performance.

7. Interest of Members of County.

No officer, employee, or agent of the County who exercises any function or responsibility in connection with planning and carrying out the Agreement, or any other person who exercises any function or responsibility in connection with it shall have any personal financial interest, direct or indirect, in this Agreement. Contractor shall take appropriate steps to assure compliance with this requirement.

8. Warranty of Authority.

Contractor represents and warrants that it has the authority to enter into and execute this

Agreement. Contractor acknowledges that this Agreement is made pursuant to and in reliance upon the presaid representation and warranty.

9. **Miscellaneous.** [RESERVED.]

10. Changes.

No changes or additions shall be made in this Agreement except as agreed to by both parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

Nothing contained in this Agreement shall be deemed to preclude any party from seeking modification of any term contained herein should an unforeseen and material change in circumstances arise. Any proposed modification shall first be presented to the other party for review and approval.

11. Access to Books and Records; Audits and Inspections.

All records of Contractor on any matter covered by this Agreement shall be made available to the County any time during normal business hours, as County may reasonably deem necessary. Contractor will permit County to audit, examine and make copies, excerpts or transcripts from such records.

12. Indemnity/Hold Harmless.

Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees, and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of Contractor's acts, errors, or omissions in the performance of this Agreement, or those of Contractor's employees, agents, or subcontractors. PROVIDED HOWEVER, that Contractor's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees, or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, Contractor's indemnity obligations hereunder shall apply only to the percentage of fault attributable to Contractor, its employees, agents, or subcontractors.

With respect to Contractor's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions, or suits filed against the County, the Contractor further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by the Contractor's employees caused by or arising out of the Contractor's acts, errors, or omissions in the performance of this Agreement. This waiver is mutually negotiated by the parties.

Contractor's obligation hereunder shall include, but is not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, omission, or breach of any common law, statutory, or other delegated duty by Contractor's, Contractor's employees, agents, or subcontractors.

County shall hold harmless, indemnify and defend the Contractor, its officers, officials, employees, and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and

attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of County's acts, errors, or omissions in the performance of this Agreement, or those of County's employees, agents, or subcontractors. PROVIDED HOWEVER, that County's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the Contractor, its officers, officials, employees, or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, County's indemnity obligations hereunder shall apply only to the percentage of fault attributable to County, its employees, agents, or subcontractors.

13. **Insurance.**

Contractor shall procure by the time of execution of this Agreement, and maintain for its duration, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a "claims made" basis. If coverage is approved and purchased on a "claims made" basis, Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 13, the County shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under this Agreement. The Association shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000;

(v) Professional Liability: \$1,000,000;

(vi) Employee Dishonesty/Fidelity: \$50,000.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except Workers' Compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees, and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to Contractor's liability to the County and shall be the sole responsibility of Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors instead of Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all the requirements stated herein.

14. Compliance with Laws.

Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement.

15. Non-discrimination.

It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance,

Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

Contractor shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes a certification by Contractor of its compliance with the requirements of Chapter 2.460 SCC. If Contractor is found to have violated this provision or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

16. Public Records Act.

This Agreement and all public records associated with it shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of Contractor are needed for the County to respond to a request under the Act, as determined by the County, Contractor agrees to make them promptly available to the County. If Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify Contractor (a) of the request and (b) of the date that such information will be released to the requester unless Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by Contractor as confidential or proprietary. The County shall not be liable to Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

17. Termination.

Either party may withdraw from this Agreement at any time for any reason with 30 days written notice. Any work performed by Contractor up until termination will be compensated, including work performed by Contractor after notice of termination.

18. Non-Assignment.

Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the County.

19. Disputes and Arbitration.

Disputes or claims arising under this Agreement shall initially be resolved by consultation between the parties and are to be resolved in accordance with the laws of the State of Washington. If resolution of such dispute or claim is not obtained within fifteen (15) days of such consultation, the matter shall, at the request of the County or Contractor, be submitted to a three-person panel for final, binding arbitration. Such panel shall consist of three members, one of which shall be selected by the County Executive, one selected by Contractor, and the third selected jointly by the other two members. Decision by the panel shall be reached by simple majority vote of its members, and shall be rendered within twenty-one (21) days of submittal of any such matter to it.

20. Conflicts Between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

21. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

22. Integrated Document.

This Agreement embodies the entirety of the agreement between the County and Contractor. No verbal agreements, conversations, understandings, or writings with any officer, agent, or employee of the County prior to the execution of this Agreement shall affect or modify any of the terms, conditions, or obligations contained in any documents comprising this Agreement. Any such verbal agreements, conversations, understandings, or writings shall be considered as unofficial and in no way binding upon the Parties.

23. Approvals and Notices.

Except as otherwise provided under this Agreement, when County approval, authorization, waiver, instructions, or determinations are required, they shall be effective only when given:

In writing and signed by the County Executive or County Superior Court Administrator; or

With respect to fiscal procedures, in writing and signed by the County Superior Court Administrator, Executive, or the Snohomish, or Director of Finance.

Communication regarding day-to-day administration of the Agreement by the County and invoicing to the County under the Agreement is shall be directed the County Superior Court Administrator.

24. When Rights and Remedies Are Not Waived.

In no event shall any payment by the County or acceptance of payment by Contractor constitute or be construed to be a waiver by such party of any breach of contract, covenant, or default which may then exist on the part of the other. The making or acceptance of any such

payment while any such breach of default shall exist shall in no way impair or prejudice any right or remedy available with respect to such breach of default.

25. **Severability.**

If any provisions of this Agreement are held invalid, the remainder of the Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

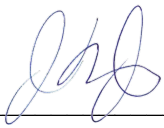
SNOHOMISH COUNTY

By: _____

Print: Dave Somers

Its: Executive

**PST INVESTIGATIONS
PUBLIC SAFETY TESTING, INC.**

By:  _____ January 2, 2025

Print: Jon F. Walters, Jr.

Its: President

Greg Wilson
Director of Investigation
20818 44th Ave W, STE 160
Lynnwood, WA 98036
425.741.8872 / 425.7876.9615

Point of Contact: Andrew Somers

Title: Court Administrator

Address: 3000 Rockefeller Ave.

City/State/Zip: Everett, WA 98201

Telephone: 425-388-3798

Email: andrew.somers@snoco.org

Invoicing Preference (select one):

☐ US Postal Service Mail

☐ Electronic via email @ _____

Approved as to form only:

 /s/ Sean Reay 12/19/24
Deputy Prosecuting Attorney Date

Risk Management Date

Exhibit A

1. Contractor shall discuss the scope of work and expectations for the Investigation with County.
2. Contractor shall conduct records review, interviews of complainant(s), identified witnesses, and employees, etc.
3. County will provide to Contractor copies of complaints/allegations, incident reports, medical/mental health records, disciplinary records, correctional facility staff log/shift rosters, prisoner/respondent logs, employment records, relevant manuals, operating procedures, investigative policies, labor contracts, rules, etc., relevant to the Investigation and as requested by Contractor.
4. Contractor shall provide Summary Report to the County, including:
 - Complaint review, details of the alleged incidents, parties involved, etc.
 - Summary and transcripts of interviews;
 - Summary of facts and other relevant information;
 - Opinion on the details of the incident and the nature of the evidence uncovered in the investigation.
5. Contractor will not make complaint settlement recommendations.
6. Contractor will meet with the County as requested.
7. Contractor will assist as requested with administrative or legal/litigation interviews, depositions, proceedings, hearings, appeals, etc., after Investigation.

CONSIDERATIONS:

- County will provide, as available and practicable necessary contact information for witnesses and assist with scheduling interviews, including any necessary directives/orders required to be given to the County's employee(s).
- Contractor will contact County at any point during an investigation if it appears there is potential criminal conduct.

**Exhibit B -- Snohomish County Superior
Court PREA Umbrella Policy**

SNOHOMISH COUNTY SUPERIOR COURT POLICIES AND PROCEDURES	
Juvenile Court Detention: Chapter: 10	Effective Date: 10/15/2015
Policy: JCO D 10.01 PREA UMBRELLA POLICY	Revised Date:
Signature: MARILYN J. FINSEN Court Administrator	Reformatted Date: 01/01/2016

POLICY

PREA Umbrella Policy

APPLICABILITY

This policy applies to all programs, juveniles, employees, volunteers, and supporting staff members at the Denney Juvenile Justice Center (DJJC) and any detention alternative program housed within secure detention.

DEFINITIONS

- **Staff-** Includes anyone working for, contracted with, or volunteering at DJJC. Specific roles or employee job titles may be listed in this policy or its accompanying procedures to compel specific positions to take specific actions in compliance with the Prison Rape Elimination Act of 2003 (PREA).
- **Sexual Abuse-** Includes sexually abusive contact, sexually abusive penetration, indecent exposure, voyeurism, and sexual harassment, as defined below.
 - 1) **Sexually abusive contact-** touching without penetration of the genitalia, anus, groin, breast, inner thigh, or buttocks, either directly or through clothing, of another person.
 - 2) **Sexually abusive penetration-** contact between the penis and vagina or the penis and anus; contact between the mouth and the penis, vagina, or anus; or penetration of the anal or genital opening of another person by hand, finger, or other object.
 - 3) **Indecent exposure-** the display by a staff member of his/her genitalia, buttocks, or breast in the presence of a youth.
 - 4) **Voyeurism-** an invasion of a youth's privacy by a staff member unrelated to official duties, such as peering at a youth who is showering or using the toilet in his or her cell or requiring a youth to expose him or herself when unrelated to official duties.
 - 5) **Sexual harassment-** repeated verbal statements, comments, or behaviors of a sexual nature to a youth by any individual including threats, extortion, bribery, demeaning references to gender, derogatory comments about body or clothing, or profane or obscene language, gestures, or written comments.

DEPARTMENT DIRECTIVES

A. DJJC HAS ZERO TOLERANCE FOR SEXUAL ABUSE AND SEXUAL HARASSMENT

The Denney Juvenile Justice Center (DJJC) has zero tolerance for the sexual abuse/harassment of or with juveniles while confined in the detention facility or in a detention alternative program housed within secure detention. To ensure juveniles are provided a safe and secure environment that is free of forced and/or pressured sexual acts, DJJC shall implement a Sexual Abuse, Prevention, Response and Reporting Program that includes prevention, reporting, prompt intervention, investigation, discipline, prosecution of assailants, training and data collection.

B. GENERAL POLICY PROVISIONS

JDS's general requirements to the PREA policy include:

- 1) It is the policy of DJJC to ensure that any form of sexual activity between detainees or between detainee and staff, regardless of consensual status, is strictly prohibited. Such conduct is subject to administrative disciplinary sanctions up to and including termination and may result in criminal prosecution.
- 2) Detainees cannot give consent to engage in behavior defined as sexual abuse under this policy, regardless of the youth's age.
- 3) Retaliation against any detainee or staff who reports or assists in the investigation of alleged sexual abuse is strictly prohibited and is grounds for disciplinary action up to and including termination of employment.
- 4) The presumptive disciplinary sanction for DJJC staff that has been found to have engaged, by a preponderance of evidence, in sexually abusive contact with a detainee or juvenile, is termination.
- 5) Where applicable, all terminations of staff or resignations in lieu of termination shall be referred to appropriate licensing bodies.
- 6) Immediate termination of services shall be taken against any volunteer or contractor that has been found to have engaged in sexually abusive contact with a detainee or juvenile.
- 7) Discipline for detainees shall be determined on an individualized basis.
- 8) If any internal and/or external investigation finds that a detainee or other party has made a substantiated deliberate malicious or false report in regards to sexual abuse or harassment, disciplinary action and/or criminal charges may occur.
- 9) The Detention Program Manager is DJJC's designated PREA Coordinator and is responsible for the implementation and enforcement of this rule.
- 10) DJJC's PREA related policies, procedures and protocols will be reviewed annually by the Detention Program Manager and any legally required or operationally needed changes will be made and shared with DJJC staff.

C. PREVENTION OF SEXUAL ABUSE

To prevent sexual abuse and provide a safe and secure environment DJJC will provide the highest level of supervision of youth through:

- 1) Appropriate staffing levels;
- 2) Surveillance equipment to aid staff in detecting inappropriate behavior;
- and,
- 3) A structural facility design that allows visual supervision of youth in school classrooms, recreation areas, housing units (which include restroom areas and cells), etc.

And, by:

- 1) Conducting and documenting unannounced rounds.
- 2) Interviewing all detainees newly admitted to DJJC at Intake for sexually assaultive behavior or vulnerability. Available reports related to the youth's behavior and criminal history shall be reviewed.
- 3) Providing all newly admitted detainees to DJJC at Intake, in an age appropriate fashion, information on DJJC's zero tolerance policy towards sexual abuse and how to report incidents or suspicions of sexual abuse while confined in detention.
- 4) Educating all detainees, within 10 days of intake, on sexual abuse, victimization prevention, and intervention both orally and in writing, in a manner that is clearly understood by the detainee.

D. REPORTING AN ALLEGATION OF SEXUAL ABUSE

Any DJJC staff who has cause to believe that a youth, either currently or previously in detention, has been or may be subjected to an act or threat of sexual abuse or receives a report of sexual abuse or possible sexual abuse, whether verbally or in writing, must immediately notify their direct supervisor, on-duty JCO Supervisor or the Detention Program Manager in the event the complaint is against a Supervisor.

Any detainee or person ("third party") advocating on behalf of a detainee may report an act or threat of sexual abuse to:

- 1) any DJJC staff member or any other individual who can report the incident;
- 2) Washington State DSHS 24-hour abuse reporting help-line (1-866-ENDHARM);
- 3) Everett Police Department.

E. ACTIONS DIRECTLY FOLLOWING A REPORT OF ALLEGED SEXUAL ABUSE

Upon receiving a report that a detainee has been the victim of sexual abuse all staff shall immediately act to protect the welfare of the victim and others who may be at risk.

JDS will ensure the preservation of evidence that may be pertinent to an investigation of the matter.

Any victim of alleged sexual assault shall immediately be interviewed and examined by DJJC Health Services staff (JCO Supervisor, after hours) and, when applicable, transported to the hospital emergency room, per protocol.

JDS shall notify the following entities:

- 1) The appropriate law enforcement agency for investigation; call must be made promptly;
- 2) Providence Intervention Center for Assault and Abuse (PICAA), when applicable;
- 3) Child Protective Services (CPS), when applicable; and,
- 4) The detainee's parent(s)/guardian(s). Attempts shall be made to notify the parent(s)/guardian(s) via telephone. When unable to notify via telephone, notification may be made by letter.

In cases where a detainee alleges sexual assault by a DJJC employee, the alleged perpetrator will be provided with an Employee Assistance Program (EAP) brochure. Additional EAP brochures will be placed in common areas for other staff to take as needed.

F. INVESTIGATION OF SEXUAL ABUSE ALLEGATION

An internal investigation shall be conducted immediately upon the report of sexual abuse.

Information regarding the identity of the detainee who is the alleged victim, alleged abuser and the facts of the incident shall be limited to individuals on a need to know basis consistent with state and federal laws, regulations, statutes, professional licensure, and ethical standards.

JDS shall not terminate an investigation solely because the source of the allegation recants the allegation, is no longer is cooperative in its investigation, left employment or is no longer incarcerated in the facility.

All staff with information and/or material pertaining to the reported incident of sexual abuse shall cooperate with any internal and/or external investigation. Any staff who fails or refuses to cooperate or who otherwise takes action to obstruct an investigation, including providing false or misleading information, shall be subject to disciplinary action, up to and including termination of employment and/or referral for criminal prosecution.

G. ACTIONS FOLLOWING INVESTIGATION

If an internal and/or external investigation finds that a detainee has been a victim of sexual abuse, prompt corrective action shall be taken by JDS staff.

Upon completion of the investigation, the detainee, his/her parent(s)/guardian(s) and third party reporter, if applicable, shall be notified by letter as to the results of the investigation. Unless the allegation is unfounded, JDS shall also inform the detainee whenever the staff member is no longer posted within his/her unit; the staff member is no longer employed at the facility and the outcome of any criminal prosecution. If the alleged abuser is another detainee the victim shall be told the outcome of any criminal prosecution.

JDS shall monitor the treatment of detainees and staff who report or cooperate with investigations for at least 90 days following reporting or cooperation.

If an internal and/or external investigation discloses a detainee or other party has made a substantiated deliberately malicious or false report in regards to sexual abuse, disciplinary action up to and including criminal charges may occur. Reports made in good faith and based on reasonable belief shall not be considered false reporting.

H. INTERVENTION FOR SEXUAL ABUSE

Any detainee juvenile who claims to be a victim of sexual abuse while in DJJC shall be offered services in the following areas:

- 1) A medical examination by a licensed physician or medical personnel trained to evaluate and treat sexual assault victims;
- 2) Victim's advocacy services;
- 3) Mental health services and crisis intervention, including assessment of treatment needs and psychiatric referral;
- 4) Social services, including family and/or peer support; and,
- 5) Protective services, including protective custody, transfer to another facility if applicable; or other staff action to prevent future abuse.

No detainee who has been victimized shall be denied access to treatment resources and/or services for failing to fully disclose details to internal investigators, outside law enforcement investigators, and/or medical/mental health staff.

Sensitivity toward detainees who are alleged victims of sexual assault will be maintained.

I. TRAINING ON PREA AND RESPONSIBILITIES FOLLOWING ALLEGATIONS OF SEXUAL ABUSE

All staff having direct contact with detainees shall receive PREA training. Training for current staff shall occur as soon as possible. Training for all new staff will occur during orientation. All staff will receive refresher training every two years thereafter to ensure that DJJC's sexual assault prevention, response, and reporting policies and procedures are understood. During the years that refresher training is not provided, employees shall receive refresher information which shall include re-reading all PREA related policies, procedures and protocols.

Specialized training shall be provided to employees who may first respond to or be involved in investigating incidents of sexual assault. All Correctional, Classification and Health Services staff shall receive this training. Current staff will be trained as soon as possible. New staff will be trained during orientation.

Specialized training shall be provided to medical and mental health providers that work in DJJC. Current staff will be trained as soon as possible. New staff will be trained during orientation.

Specialized training shall be provided to the internal PREA investigator. Current staff will be trained as soon as possible. New staff will be trained during orientation.

All staff sexual abuse prevention, response, and reporting trainings shall be documented in a "Sexual Abuse Prevention, Response, and Reporting Training Binder/Logbook" and kept in the Detention Program Manager's office.

All detainees will receive information during the intake process on DJJC's zero tolerance policy regarding sexual abuse and sexual harassment. All detainees within 10 days of intake will receive education regarding their rights to be free from sexual abuse and sexual harassment and to be free from retaliation for reporting such incidents. All information and education will be provided in formats accessible to all detainees, including those who are limited English proficient, deaf, visually impaired or otherwise disabled, as well as to detainees who have limited reading skills. Documentation of detainee participation in these educational sessions will be maintained.

In addition to providing such education, DJJC, will ensure that key information is readily available and visible to detainees through posters and detainee handbooks.

J. REVIEW OF SEXUAL ABUSE INCIDENT AND DATA COLLECTION

The **Detention Program Manager/PREA Coordinator** shall assemble within 30 days of the conclusion of every investigation a PREA Review Team to review the sexual abuse incident. Such review shall include the findings of the investigation, identified facility or operational contributing factors, and recommendations for improvement and be presented to the Assistant Administrator for Juvenile Court Operations.

All investigative records shall be retained for as long as the alleged abuser is detained or employed by Snohomish County, plus five years.

The **DJJC PREA Coordinator/Detention Program Manager** shall aggregate the incident-based sexual abuse data at least annually. Such data, as requested, will be reported each year to the Department of Justice no later than the date deadline.

The **DJJC PREA Coordinator/Detention Program Manager** shall maintain, review, and collect data as needed from all available incident-based documents.

The **Detention Program Manager** shall prepare an annual sexual abuse report of the last year's findings and corrective actions for the facility as well as the department as a whole. Such report will be approved by the Juvenile Court Assistant Administrator and made readily available to the public through the Superior Court- Juvenile Court website.

Prior to releasing reports to the public, JDS shall remove all personal identifiers. Specific material may also be redacted from the reports when publication would present a clear and

specific threat to the safety and security of the DJJC; however, the report must indicate the nature of the material being redacted.

All data collected pertaining to sexual abuse shall be securely retained.

All sexual abuse data collected shall be retained for at least 10 years after the date of its initial collection unless Federal, State, or local law requires otherwise.

PROCEDURES

JCO D 10.01.01 PREVENTION OF SEXUAL ABUSE AND HARASSMENT

Approved: 09/30/2014		Approved By: <u>Holloway</u>		Assistant Administrator	
Action By:		Action:			
GENERAL		<ol style="list-style-type: none">1. JDS provides high levels of supervision of youth and staff.2. Staff members are prohibited from alerting other staff members when these rounds are occurring. Staff members who alert other staff members when these supervisory rounds are occurring are subject to discipline up to and including termination.3. JDS will ensure a minimum security staffing level of 1:8 during detainee waking hours and 1:16 during detainee sleeping hours.4. If problem(s) or need(s) are identified with staffing, surveillance or the structural design of the facility the Detention Programs Manager and the JCO Supervisor will take corrective action.5. All detainees shall at intake receive information on DJJC Zero Tolerance Policy and how to report incidents or suspicions of sexual abuse while in detention.6. All detainees newly admitted to secure detention are screened for identification of sexual aggression and vulnerability.7. Detainees found to have a history of sexual aggression or sexual victimization are referred to appropriate services.8. All detainees, within 10 days of intake, shall receive information on sexual abuse, victimization prevention, and intervention. Information to include, but not be limited to:<ul style="list-style-type: none">○ Definition of abuse;○ How detainees can protect themselves from becoming victims and/or avoid risk situations related to sexual abuse while confined at DJJC;○ Available services for detainees who have a history of sexually assaultive behavior or who are victims of sexual abuse;			

Action By:	Action:
	<ul style="list-style-type: none"> ○ How to safely report incidents of sexual abuse including the options to report the incident to a designated staff member other than an immediate point-of-contact line staff member or reporting confidentially through the use of the Washington State DSHS 24-hour abuse reporting help-line at 1-866-363-4276; ○ How to obtain medical assistance, counseling services, and/or treatment if victimized; ○ Protection against retaliation; ○ The risks and potential disciplinary actions, including criminal prosecution, for engaging in any type of abuse and/or sexual activity or making false allegations while confined at DJJC; ○ Agency sexually abuse response policies and procedures; and, ○ Common reactions of sexual abuse victims.
JCO SUPERVISORS	<ol style="list-style-type: none"> 1. At least once per shift (day, swing, graveyard inclusive) conducts unannounced rounds whereby housing units, recreation areas, visitation areas, school hallway, etc. are personally walked-through. 2. Documents rounds in Supervisor logbook.
CLASSIFICATION COUNSELORS	<ol style="list-style-type: none"> 1. During admission process administers the <i>DJJC Juvenile Victimization and Vulnerability Risk and/or Sexual Aggression Screening Tool</i> for sexual aggression and vulnerability. 2. Reviews (within 24-hours of arrival to DJJC) police reports, evaluation reports, criminal history, facility behavior history and any other pertinent materials for the indication of a detainee exhibiting sexually assaultive behavior or being a victim of sexual abuse. <ol style="list-style-type: none"> a. Refers (within 14 days of intake), any detainee who has been identified as exhibiting sexually assaultive behavior to on-site Mental Health Professional or other qualified professional for assessment and counseling, and this behavior considered when establishing the detainee's behavior management plan, housing unit, and room assignment. b. Refers (within 14 days of intake) any detainee who has been identified as having a history of being sexually victimized to on site Mental Health Professional or provides information about PICAA services.

Action By:	Action:
	3. Determines risk assessment, housing decision and behavior management plan, if appropriate, and documents on screening tool.
JCO I	<ol style="list-style-type: none"> Provides (during Intake), in an age appropriate fashion, information on DJJC's zero tolerance policy towards sexual abuse. Explains (during Intake or upon first arrival in unit) how to report an incident or suspicion of sexual abuse while in the facility. <ol style="list-style-type: none"> Means – via Health Services or Classification request form, personal conversation, phone #. To - Corrections officers, Health Services nurses, Classification Counselors, clergy, Probation counselors, parent/guardian, Volunteer, State abuse hotline.
NURSE / DESIGNEE	1. Provides information on sexual abuse, victimization prevention, and intervention.

JCO D 10.01.02 PREA – REPORTING ALLEGATION OF SEXUAL ABUSE & ACTIONS DIRECTLY FOLLOWING REPORT

Approved: 09/30/2014	Approved By: <u>Holloway</u>	Assistant Administrator
Action By:	Action:	
GENERAL	<ul style="list-style-type: none">Any staff who has cause to believe that a youth, either currently or previously in detention, has been subjected to an act or threat of sexual abuse or receives a report of sexual abuse or possible sexual abuse, whether verbally or in writing, shall immediately notify the on-duty supervisor or the Detention Programs Manager.Any detainee or person advocating on behalf of a detainee may report an act or threat of sexual abuse to any DJJC staff, the Everett Police Department or Washington State's 24-hour abuse reporting Hotline.It is important that DJJC staff make every attempt to preserve evidence and take action to ensure evidence is not damaged or destroyed. The alleged scene of the abuse is to be cordoned off and the alleged victim is to be advised to not:<ul style="list-style-type: none">brush their teeth,refrain from eating or drinking anything,shower or bathe, oruse the bathroom.The detainee who is the alleged victim shall as soon as possible be interviewed and examined by DJJC Health Services staff (or JCO Supervisor on shift after hours). When applicable, the detainee shall be transported to the hospital emergency room.	

Action By:	Action:
	<ul style="list-style-type: none"> • PICA (Providence Intervention Center for Assault and Abuse) will be notified of the transport and the allegation(s) will be reported to CPS (Child Protective Services-DSHS), when applicable. • The alleged victim's clothing should not be removed without Nursing present. In nurses' absence, the Supervisor should contact PICA for instructions.
STAFF RECEIVING INFORMATION	<ol style="list-style-type: none"> 1. Immediately acts to protect the welfare of the alleged victim and others who may be at risk. 2. Ensures the alleged victim and alleged perpetrator are physically separated pending an investigation. Separation may include: <ol style="list-style-type: none"> a. Transferring the alleged victim to another housing unit or an observation cell. b. Transferring the alleged perpetrator to another housing unit or an observation cell. 3. Gathers preliminary information – who, what happened, where and when. If alleged victim does not want to talk, make the report and include that staff knows little about what happened. 4. Notifies supervisor or Detention Programs Manager, if allegation is against a supervisor, of the alleged incident. 5. Writes an Incident Report.
SUPERVISOR, OR DETENTION PROGRAMS MANAGER, IF ALLEGED PERPETRATOR IS SUPERVISOR	<ol style="list-style-type: none"> 1. Reviews alleged incident to determine if it is PREA related. <ol style="list-style-type: none"> a. If not PREA related, treats incident according to applicable policy. 2. Directs alleged scene of abuse to be cordoned off with cones and tape. 3. Notifies DJJC Health Service Staff. 4. Notifies PREA Coordinator/Detention Programs Manager.
HEALTH SERVICE STAFF, OR SUPERVISOR IF AFTER HOURS	<ol style="list-style-type: none"> 1. Interviews the alleged victim, using established medical protocols. 2. Determines the need to transfer to hospital Emergency Room, if applicable. 3. Notifies Providence Intervention Center for Assault and Abuse (PICA), if applicable. 4. Ensures proper CPS referrals/reports are completed, when applicable. 5. Documents information on an Incident Report Form.
PREA COORDINATOR/ DETENTION PROGRAMS MANAGER	<ol style="list-style-type: none"> 1. Reviews alleged incident to determine if PREA related. <ol style="list-style-type: none"> a. If not PREA related, directs incident to be treated according to applicable policy. 2. Directs Supervisor to call law enforcement. 3. Notifies Assistant Administrator of Juvenile Court Operations. 4. Notifies parent(s) or guardian(s) via phone that an alleged incident of sexual abuse involving his/her son/daughter is under investigation. 5. Documents allegation in PREA log.
SUPERVISOR	<ol style="list-style-type: none"> 1. Telephones Everett Police Department to report alleged sexual abuse. 2. Arranges for staff to transport detainee to hospital emergency room. 3. If allegation of sexual assault by a DJJC employee, provides him or her with an Employee Assistance Program (EAP) brochure.
REPORTING TO OTHER CONFINEMENT FACILITIES	
DETENTION PROGRAMS MANAGER/DESIGNEE	<ol style="list-style-type: none"> 1. Upon receipt of allegation of sexual abuse in another non-DJJC facility, telephones head of named facility to notify of allegation. 2. Follows up telephone call with allegation in writing.

JCO D 10.01.03 PREA – INVESTIGATION OF SEXUAL ABUSE ALLEGATION

Approved: 09/30/2014		Approved By: <u>Holloway</u>		Assistant Administrator	
Action By:		Action:			
GENERAL		<ul style="list-style-type: none">• The detainee/alleged victim typically will provide a report to law enforcement during a medical and/or forensic evaluation. If an evaluation does not occur off-site then law enforcement will obtain report on-site.• The detainee must have the option to have an advocate present for the law enforcement interview.• A transfer of custody from JDS staff to law enforcement may occur following completion of a <i>Detainee Temporary Removal/Return to Custody Form</i>.• The detainee/alleged victim is to be kept safe and in close observation in Intake Observation or other housing location away from the alleged abuser pending the investigation.• The site of the alleged incident needs to remain secured until either law enforcement or the Detention Programs Manager indicates otherwise.• JDS will not receive a follow-up report from Providence Intervention Center for Assault and Abuse (PICAA); however, the Detention Programs Manager will coordinate the investigation with law enforcement.• Internal investigations must include: interviews with alleged victims, suspects and witnesses; and, prior complaints and reports of sexual abuse. Also, direct and circumstantial evidence must be gathered where available.• A credibility assessment of victims, suspects and witnesses must be conducted on an individual basis, rather than determined on the individuals' status as a detainee or staff.• The internal investigator will determine whether there were actions taken by staff that facilitated the abuse.• A final report of the investigation must include a description of the physical testimonial evidence, the reasoning behind credibility assessments, and investigative findings.• DJJC staff are prohibited from reading any correspondence between the alleged victim and law enforcement, the victim's advocate or administration.			
HEALTH SERVICES OR JCO SUPERVISOR IN THEIR ABSENCE		<ol style="list-style-type: none">1. Interviews detainee/alleged victim, and using protocols and/or contact with staff, determines need for urgent or non-urgent medical and/or forensic evaluation. Reports additional information regarding allegation in <i>Incident Report</i>.			
JCO SUPERVISOR		<ol style="list-style-type: none">1. Advises detainee/alleged victim of plan for notice to law enforcement and investigation of alleged report.2. Determines if detainee/alleged victim can use telephone, have visitors or other changes in usual programming.3. Facilitates law enforcement external investigation.			

	<ol style="list-style-type: none"> Assists with internal investigation and provides reports or statements requested from staff to Detention Programs Manager. Summarizes actions taken during shift in <i>Incident Report</i> and provides to next JCO Supervisor and Detention Programs Manager prior to leaving shift.
DETENTION PROGRAMS MANAGER OR DESIGNEE	<ol style="list-style-type: none"> Directs an internal investigation to be conducted. Directs work reassignment or requests administrative leave if alleged abuser is a staff, pending investigation. Reports allegation of sexual abuse and investigation to the detainee/alleged victim's parent or legal guardian unless there is good cause not to notify. Reports allegation to the detainee's attorney within 14 days. Maintains communication with law enforcement agency until external investigation is resolved. Monitors, for at least 90 days post detainee report, the conduct or treatment of detainee or staff who reported abuse and of detainee who was reported to have been sexually abused, for any information consistent with retaliation.

JCO D 10.01.04 PREA – ACTIONS FOLLOWING INVESTIGATION

Approved: 09/30/2014		Approved By: <u>Holloway</u>		Assistant Administrator	
Action By:		Action:			
GENERAL		<ul style="list-style-type: none">• If an internal and/or external investigation finds that a detainee/juvenile has been the victim of sexual abuse or harassment the Detention Programs Manager and/or Assistant Administrator will take prompt corrective action.• Following an investigation an agency designee reports the findings, actions taken, and follow up information to the detainee who made the allegation and his/her parent/guardian, and documents all notifications and attempts to notify.• It is the policy of the Everett Police Department to forward all investigations of sexual abuse, substantiated, unsubstantiated or unfounded, to the Snohomish County Prosecutors Office. Results of the investigation will be provided to the Detention Programs Manager after this occurs.			
DETENTION PROGRAMS MANAGER PREA COORDINATOR		<ol style="list-style-type: none">1. Coordinates outcome of law enforcement investigation with law enforcement agency.2. Notifies detainee/juvenile of outcome.3. Notifies detainee/juvenile, the juvenile's parent(s)/guardian(s) and any third party reporter, by letter of findings of investigation: substantiated; unsubstantiated; or unfounded.			

Action By:	Action:
	<ol style="list-style-type: none"> a. If substantiated <i>against DJJC staff</i>, includes status of employment, work location, charges or conviction of the staff. b. If substantiated <i>against another detainee or juvenile</i>, includes status of charges or conviction against the abuser. 4. Copies notification letter(s) to: <ol style="list-style-type: none"> a. Juvenile Court Assistant Administrator for JDS. b. Juvenile probation counselor, if assigned. c. PREA Investigative File kept in locked file cabinet in Detention Program Manager's office. 5. Documents attempts to notify on PREA Investigative File.

JCO D 10.01.05 PREA - INTERVENTION FOR SEXUAL ABUSE

Approved: 09/30/2014	Approved By: <u>Holloway</u>	Assistant Administrator
Action By:	Action:	
GENERAL	<ul style="list-style-type: none">• Following an allegation of sexual abuse, the victim will be moved to a safe and confidential environment and the following services offered:<ul style="list-style-type: none">○ victim's advocacy services;○ mental health services and crisis intervention;○ social services; and,○ protective services.• Any medical examination shall include, but not be limited to:<ul style="list-style-type: none">○ documentation and treatment of injuries arising from the alleged sexual assault;○ collection of evidence; and○ testing for HIV and other sexually transmitted diseases and treatment, if needed, including follow-up treatment.• Detainee/juvenile will be offered services at no cost to them or their family.• DJJC staff are prohibited from reading any correspondence between the alleged victim and law enforcement, the victim's advocate or administration.	
HEALTH SERVICES NURSES, JCO SUPERVISOR; MHP ON-SITE	<ol style="list-style-type: none">1. Separates detainee/juvenile from alleged abuser via housing unit transfer, staff reassignment or other means.2. Offers detainee/juvenile medical / forensic examination.3. Arranges for appointment with Providence Intervention Center Abuse and Assault.4. Arranges for transport by corrections officer of same gender (unless exigent conditions exist). See Health Services Transport and Transport procedures.5. Offers detainee/juvenile a referral/meeting with a mental health provider. Options include a mental health professional from:<ol style="list-style-type: none">a. On-site;	

Action By:	Action:
	<ul style="list-style-type: none"> b. Care Crisis Line; c. PICAA; or d. Other MHP in community. <p>6. Provides detainee/juvenile information on accessing family and/or peer support.</p>

JCO D 10.01.06 PREA – TRAINING

Approved: 09/30/2014		Approved By: <u>Holloway</u>		Assistant Administrator	
Action By:		Action:			
GENERAL		<ul style="list-style-type: none">• All DJJC employees having direct contact with detainees shall receive training during their initial two-week orientation and every two years thereafter. During the years that refresher training is not provided, employees will receive refresher information.• Documentation of such training will be maintained in the “Sexual Abuse Prevention, Response, and Reporting Training Binder/Logbook” and kept in the Detention Program Manager’s office.• Employees are prohibited from working alone with detainees until they have received their training and can demonstrate knowledge of the Superior Court’s PREA related policies and procedures.• PREA related policies and procedures will be kept on-line in the official Court Policies and Procedures folder and in each housing unit.• Training materials will be reviewed annually and changes will be made based on updates to laws, policies or protocols.• Training shall include, but not be limited to:<ul style="list-style-type: none">○ DJJC zero tolerance policy for sexual abuse.○ An overview of PREA.○ The Superior Court’s and Snohomish County’s anti-retaliation policy.○ A description of the inalienable right of all residents to be free from sexual abuse.○ Applicable laws to ages of consent – detainee on detainee.○ How to comply with relevant laws related to mandatory reporting of sexual abuse.○ The role of corrections officials under agency sexual abuse prevention, detection, reporting and response policies and procedures to protect and enforce the human right to be free from sexual abuse.○ Confidentiality rules about sexual abuse and the “Need to Know”.○ Definitions and examples of prohibited and/or illegal behavior and language that are considered sexual abuse.			

Action By:	Action:
	<ul style="list-style-type: none"> ○ Examples of conduct, circumstances and “red flags” that may be precursors to sexual abuse or which suggest sexual abuse is occurring either between detainees or between staff and detainee. ○ Common reactions by victims of sexual abuse. ○ The Superior Court’s liability for sexual abuse of persons in custody (criminal, civil and administrative). ○ A discussion on how sexual abuse is used to gain power and control in confinement settings. ○ The Superior Court’s policy regarding detainees who knowingly make false allegations of staff-on-detainee sexual abuse or staff-on-detainee sexual harassment. ○ Law enforcement’s role in the criminal investigation. ○ Common myths and perceptions of sexual intimidation and abuse in confinement settings. ○ Professional boundary setting, including issues related to personal associates with detainees, consent, and imbalances of power, and appropriate vs. inappropriate touching. ○ Information on adolescent emotional, physical and sexual development. ○ Strategies for promoting effective prevention and intervention of staff-on-detainee sexual abuse and staff-on-detainee sexual harassment. ○ Strategies for removing a victim or witness of sexual abuse from any public or semipublic area without arousing the suspicion of other residents or staff members. ○ How to secure a crime scene and maintain evidence, including, but not limited to securing the victim’s clothing, not allowing the victim to shower, etc. ○ Strategies for protecting the safety of vulnerable populations, including but not limited to lesbian, gay, bisexual, and gender nonconforming youth (including transgender and intersex); deaf, speech impaired, or visually impaired detainees; developmentally disabled detainees; detainees with limited English proficiency; mentally ill detainees; detainees with past history of sexual abuse; and young detainees. ○ Victim empathy. ○ Crisis intervention.
DETAINEE/JUVENILE TRAINING	
GENERAL	<ul style="list-style-type: none"> ● During the intake process, detainees shall receive information explaining, in an age appropriate fashion, the agency’s zero tolerance policy regarding sexual abuse and sexual harassment and how to report incidents or suspicions of sexual abuse or sexual harassment. ● Within 10 days of intake, Detainees will receive a comprehensive age-appropriate education, both orally and in writing. ● Education shall include, but not be limited to: <ul style="list-style-type: none"> ○ Their rights to be free from sexual abuse and sexual harassment; ○ Their rights to be free from retaliation for reporting such incidents; and, ○ DJJC policies and procedures for responding to such incidents.

Action By: Action:	
	<ul style="list-style-type: none"> • Training shall be tailored to the unique needs and attributes of detainees, including their race, gender, any disability, history. • Any detainee asking to see the Superior Court's PREA related policies and procedures will be given a copy for them to see. If the detainee is unable to read the policies and procedures, staff will read them to the detainee. • Documentation of all education will be maintained in the detainee's Detention File.
SPECIALIZED TRAINING - CORRECTIONAL INVESTIGATOR	
GENERAL	<ul style="list-style-type: none"> • Specialized training will be provided to the correctional investigator working in DJJC. • Documentation of such training will be maintained in the "Sexual Abuse Prevention, Response, and Reporting Training Binder/Logbook" and kept in the Detention Program Manager's office. • Training shall include, but not be limited to: <ul style="list-style-type: none"> ○ Standards overview; ○ Legal issues and liability; ○ Proper use of Miranda and Garrity warning; ○ Sexual abuse evidence collection in confinement settings; ○ Criteria and evidence required to substantiate a case for administrative action or prosecution referral; ○ Trauma and victim response, ○ First response and evidence collection; ○ Adult interviewing techniques; ○ Juvenile interviewing techniques; and, ○ Report writing.
SPECIALIZED TRAINING - MEDICAL AND MENTAL HEALTH PROVIDERS	
GENERAL	<ul style="list-style-type: none"> • Specialized training will be provided to medical and mental health providers working at the DJJC. • Documentation of such training will be maintained in the "Sexual Abuse Prevention, Response, and Reporting Training Binder/Logbook" and kept in the Detention Program Manager's office. • Training shall include, but not be limited to: <ul style="list-style-type: none"> ○ How to detect and assess signs of sexual abuse and sexual harassment; ○ How to preserve physical evidence; ○ How to respond effectively and professionally to young victims of sexual abuse and sexual harassment; and, ○ To whom to report allegations or suspicions of sexual abuse and sexual harassment.
VOLUNTEER & CONTRACTED STAFF NOT HAVING DIRECT UNSUPERVISED CONTACT WITH DETAINEES	

Action By:	Action:
GENERAL	<ul style="list-style-type: none"> • All DJJC contracted staff and volunteers that do not have direct unsupervised contact with detainees shall receive training during orientation and every two years thereafter. Current contracted staff and volunteers will be trained as soon as possible. During the years that refresher training is not provided contracted staff and volunteers will receive refresher information. • Documentation of such training will be maintained in the “Sexual Abuse Prevention, Response, and Reporting Training Binder/Logbook” and kept in the Detention Program Manager’s office.

JCO D 10.01.07 PREA –REVIEW OF SEXUAL ABUSE AND DATA COLLECTION

Approved: 09/30/2014		Approved By: <u>Holloway</u>		Assistant Administrator	
Action By:		Action:			
GENERAL		<ul style="list-style-type: none">• A review of the incident by a PREA Review Team shall occur within 30 days of the conclusion of the investigation.• The PREA Review Team shall consist of: the Assistant Administrator of Juvenile Court Operations, the Detention Programs Manager, a JCO Supervisor, Health Services Supervisor and when applicable, a Mental Health Professional.• PREA investigative files shall remain locked up in the Detention Programs Manager's Office.			
PREA COORDINATOR /DETENTION PROGRAMS MANAGER		Schedules and facilitates Sexual Abuse and Harassment Review Team Meeting.			
PREA REVIEW TEAM		<ol style="list-style-type: none">1. Discusses, at minimum:<ul style="list-style-type: none">• Allegation and surrounding circumstances.• Results of investigation: substantiated, unsubstantiated or unfounded.• Any department policy and/or procedure, staffing levels or physical facility that may have affected the incident.			

Action By:	Action:
	<ul style="list-style-type: none"> • If the incident or allegation was motivated by race, ethnicity, gender identification, LGBTQI identification status or perceived status, or gang affiliation, or was motivated or otherwise caused by other group dynamics at DJJC. • Any department policy and/or procedure, staffing levels or physical facility that may need to be changed. • Effect staffing levels and physical barriers of facility may have had on incident. • The role that monitoring technology may or may not have played in the incident. <ol style="list-style-type: none"> 2. Examines, at minimum: <ul style="list-style-type: none"> • Area(s) in the facility where the incident allegedly occurred to assess whether physical barriers in the area may enable abuse. 3. Determines: <ul style="list-style-type: none"> • Any changes to staffing, policy or procedure, physical plant, reliance on monitoring equipment needed.
PREA COORDINATOR/DETENTION PROGRAMS MANAGER, FOLLOWING MEETING	<ol style="list-style-type: none"> 1. Documents findings of PREA Review Team. 2. Prepares report of its findings, including but not limited to the findings of the investigation, determinations made as to contributing factors and any recommendations for improvement. 3. Presents findings to Assistant Administrator of Juvenile Court Operations.
DETENTION PROGRAMS MANAGER	<ol style="list-style-type: none"> 1. Drafts recommended policy and/or procedure changes. 2. Processes revised policy and/or procedures, per procedure. 3. If needed, works with Snohomish County Facility Maintenance staff to remove identified physical barriers.
ASSISTANT ADMINISTRATOR OF JUVENILE COURT OPERATIONS	<ol style="list-style-type: none"> 1. Implements recommendations for improvement or documents reason for not doing so.
DATA COLLECTION	
GENERAL	<ul style="list-style-type: none"> • Annually, the Detention Programs Manager/PREA Coordinator will aggregate data related to incidents of sexual abuse. • Data collected shall include, at minimum, the information necessary to answer all questions from the most recent version of the Survey of Sexual Violence conducted by the Department of Justice. This data will be reported each year to the Department of Justice no later than June 30. • The DJJC PREA Coordinator/Detention Programs Manager shall maintain, review, and collect data as needed from all available incident-based documents including, but not limited to reports, investigation files and sexual abuse incident reviews. • Data shall be reviewed annually for corrective action and an informational report made readily available to the public. • All aggregated data will remain locked up in the Detention Program Manager's Office along with the PREA investigative files.

Action By:	Action:
DETENTION PROGRAMS MANAGER	<ol style="list-style-type: none"> 1. Reviews assessments collected and aggregated with the goal of improving effectiveness, if needed, of its sexual abuse prevention, detection and response policies, practices and training. 2. Discusses findings with JDS Supervisors. 3. Notifies the Assistant Administrator of Juvenile Court Operations of changes made to a policy or practice or requests approval for facility changes or changes requiring a budget of \$1,000 or more. 4. Implements change(s) or, if change(s) are not authorized, documents reasons for it. 5. Prepares an annual report comparing the current year's data and corrective actions with those from the prior years. 6. Redacts personal identifiers. 7. Provides annual report to the Assistant Administrator of Juvenile Court Operations.
ASSISTANT ADMINISTRATOR JUVENILE COURT OPERATIONS	<ol style="list-style-type: none"> 1. Approves report. 2. Verifies all personal identifiers are removed. 3. Requests the report be added to the Superior Court – Juvenile Court website.