

July 30, 2024

## MEMORANDUM

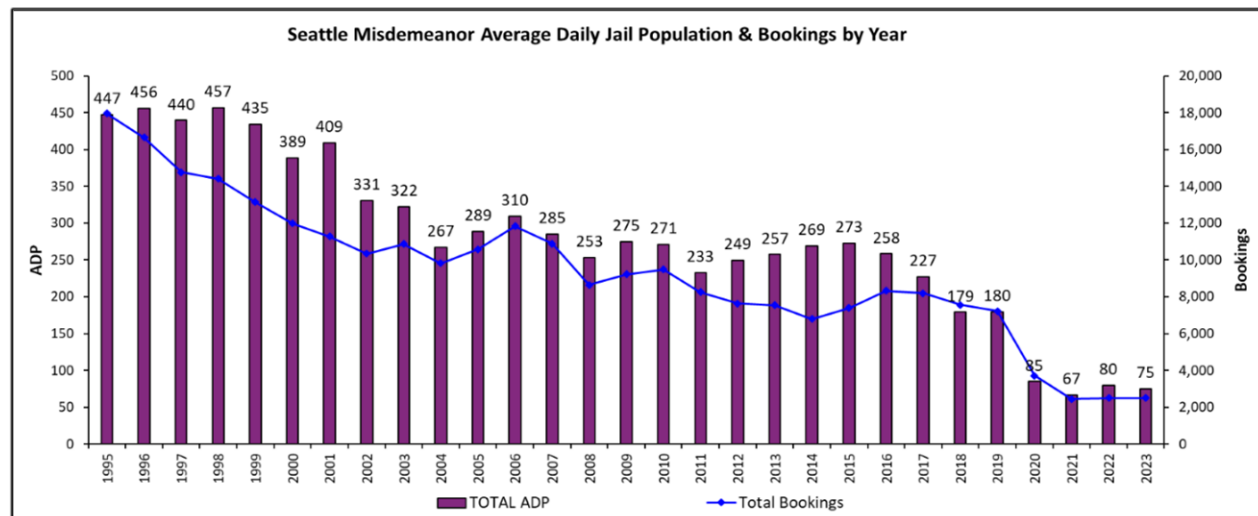
**To:** Public Safety Committee  
**From:** Greg Doss, Central Staff Analyst  
**Subject:** Council Bill 120825: Interlocal Agreement for Jail Services

On July 31, 2024, the Public Safety Committee will discuss and possibly vote on [Council Bill \(CB\) 120825](#), which would authorize the Mayor to implement an Interlocal Agreement (ILA) that would secure additional jail services at the South Correctional Entity (SCORE). This memo provides a high-level summary of the potential operational, policy and financial impacts of contracting for additional jail services. A copy of the ILA is Attachment 1 to this memo.

### Background

The City of Seattle currently contracts with King County to house at the King County Jail (KJC) individuals who are charged or convicted of committing misdemeanor crimes under the Seattle Municipal Code. The 18-year contract (2012-2029) specifies an inmate bed cap and floor, as well as a process for periodically renegotiating contract rates to adjust for increases in jail operational costs and/or Seattle's use of its allotted bed space.

**Chart 1. History of Seattle's use of King County Jail Beds**



In the decade preceding the 2020 Covid epidemic, the City would at times utilize all of its KCJ contract misdemeanor jail beds and would secure additional beds through supplemental contracts with other jail service providers including Snohomish County, Yakima County and SCORE. Seattle's jail bed use declined during the Covid epidemic as the City and County reduced their jail bookings to minimize detainees' potential exposure to the virus. A "booking" refers to the temporary detainment of an individual who has been arrested for a crime, but not yet made a First Appearance in Court to determine the next step in the judicial process.

At the same time, the King County Executive issued an Executive Order that limited misdemeanor bookings to the following:

- Misdemeanor assaults;
- Violations of no contact or protection orders;
- Driving under the influence (DUIs);
- Sex crimes; or
- Other charges presenting a serious public safety concern.

Corrections Officer shortages at the KCJ have required the County to maintain its 2020 booking restrictions to maintain safe officer-to-inmate ratios. The booking restrictions have impacted the County's ability to house persons charged or held for felony crimes and the City of Seattle's ability to house persons charged or held for misdemeanor crimes. Recently, the County has temporarily paused misdemeanor booking restrictions for SPD in the downtown areas for the summer. The Executive has indicated that SPD is now making misdemeanor arrests and has begun booking misdemeanants into the KCJ.

The Mayor's Office is currently engaged in discussions on the KCJ contract, to include a loosening of the bed restrictions and renegotiation of the contract rates. It is possible that these discussions might result in either (1) more accessible KCJ space for Seattle's misdemeanor inmates; or (2) a reduction in contract costs that would allow the City to re-direct its jail contract funding to another jail service provider. Executive staff have indicated that these discussions are moving slowly; too slowly to address Seattle's immediate need for jail services.

King County Pilot at SCORE: Due to staffing constraints at KCJ, the County began in June 2023 a pilot project that would house some of its non-violent felony detainees at SCORE. The County entered into an Interlocal Agreement that took effect in June of 2023 and was terminated in September 2023. County officials indicated that the pilot was terminated because SCORE's eligibility criteria for detainees limited the County's ability to use its contracted jail space. Officials said that SCORE was only willing to accept minimum security cases, people who are incarcerated for only brief stretches. They said that "it became more of hassle than it was worth to transfer people from SCORE to downtown Seattle for Court appointments, where they'd have to stay overnight at the KCJ, only to be transferred back to SCORE."<sup>1</sup> The County did not complete a formal evaluation of its pilot project with SCORE. As a note, SCORE is a misdemeanor jail facility and does not normally house felony inmates.

Attorneys at King County's Department of Public Defense (DPD) have indicated that it was difficult to represent clients at SCORE due to a number of logistical issues, including attorney and social worker access to inmates at SCORE, the time it took to travel to SCORE and that SCORE's Wi-Fi network does not adequately support virtual attorney-client visits or Court hearings. These statements are disputed by SCORE staff, who indicate that the facility supports over 100 virtual Court hearings per week and, with sufficient notice, provides private meeting rooms for attorneys, social workers and clients.

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<sup>1</sup> See: [Following deaths, King County cancels deal to send people to a regional jail | The Seattle Times](#)

## **CB 120825**

CB 120825 would authorize the Mayor to execute an agreement with SCORE substantially in the form of the Interlocal Agreement that can be found in Attachment 1 (Interlocal Agreement for Inmate Housing), which is also attached to the legislation. The agreement would authorize Seattle to house 20 misdemeanor detainees with flexibility for future changes.

The ordinance contains a number of recitals that outline the City's need for jail space as a necessary tool for a functioning criminal legal system, the Executive's intended use for the jail, and a workgroup process that the Executive is leading to address outstanding operational requirements and set internal policies prior to commencing bookings at SCORE. The recitals note that the workgroup efforts will continue after implementation to continuously assess the effectiveness of the program and that the City can terminate the ILA if desired outcomes are not met.

### **South Correctional Entity (SCORE)**

In 2009, the cities of Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac, and Tukwila joined together under the authority of the Interlocal Cooperation Act (chapter 39.34 RCW) to build a new jail. They also established an independent governmental agency, the South Correctional Entity or SCORE, to operate it. SCORE is a separate administrative governmental entity (quasi municipal corporation) with the purposes and authority as described in its formation interlocal agreement. SCORE maintains approximately 41 interlocal agreements to house misdemeanor inmates from Washington cities, counties, tribal governments and the state. SCORE operates an 802-bed facility, including a 29-bed medical observation unit.<sup>2</sup>

SCORE's policies and procedures are compliant with American Correctional Association Standards. SCORE is accredited by both the National Commission on Correctional Health Care and the Washington State Association of Sheriffs and Police Chiefs. SCORE'S inmate housing and visitation policies are posted on its [website](#) and can be found on [InmateAid.com](#). Notable is that SCORE staff have indicated that they do not accept in-person visits, but allow for electronic visits two times a week.

Inmates booked at SCORE receive a screening designed to assess risk for suicide. SCORE is a direct supervision jail which means that staff are meeting and interacting with residents regularly.<sup>3</sup> SCORE was built with designated "crisis cells" designed to reduce the likelihood of significant self-harm or suicide. According to the Executive, there have been 6 deaths within the last year (4 in 2023) and (2 in 2024) and 12 total since SCORE opened in 2011. By way of comparison, the KCJ has reported two deaths in 2023-2024, and another eight deaths since 2021. The Executive has met with SCORE representatives to discuss reported instances of fatalities; and collected and reviewed reports regarding the inmate deaths that occurred while in SCORE custody. Information on these deaths can be found at the Department of Health [Facility Jail Review](#), which collects data and reports on unexpected deaths that occur while inmates are in the custody of a Washington State jail.

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<sup>2</sup> [SCORE Interlocal Agreements](#)

<sup>3</sup> [King County Ordinance 19550, SCORE information 3-17](#)

## **Executive's Intended Use of SCORE**

CB 120825's recitals indicate that expanded jail services will be an additional tool for law enforcement and will not change the City's goal of diverting misdemeanor offenders to case workers, treatment, and other services when appropriate. Additionally, that while jail is not always the first or most appropriate option for someone engaged in unlawful activities, it is necessary for ensuring a functioning criminal legal system.

The Executive has indicated that it plans to use SCORE to house misdemeanor detainees for 24-48 hours, a period that corresponds to Washington State Court Rules requiring that persons who are arrested receive a judicial determination of probable cause no later than 48 hours following the arrest.<sup>4</sup> The probable cause determination occurs during a First Appearance hearing that is held in a courtroom located in the King County Jail (KCJ2) that operates six days a week, Monday through Saturday, and also occurs on many holidays. Persons held for misdemeanor crimes and their defense attorneys participate in this hearing in-person. The SMC Judge and prosecutor may appear remotely.

It is the Executive's assumption that most detainees that have been held in-custody for 24-48 hours for a First Appearance on low level misdemeanors are likely to be released when they see a judge at First Appearance, pending judicially established bond and /or pretrial conditions. Subjects will then be given notice to appear for a subsequent hearing in the future and transported back to SCORE to be processed for release. After release, subjects will be transported back to Seattle where SPD will facilitate a "warm handoff" with service providers that can attend to the underlying causes that contributed to the subject's arrest. Such providers may include representatives of LEAD (Let Everyone Advance with Dignity) or other outreach or case workers that can coordinate shelter, permanent supportive housing or other services.

It is possible that a judge may determine that an individual must be held in jail for longer than 48 hours for a competency evaluation, pursuant to a warrant from another jurisdiction, to be held until a future Court hearing or for any other reason specified in [Court Rule CrR 3.2](#). Seattle Municipal Court Presiding Judge Chess has indicated that the occurrence of such a longer-term hold is not infrequent

Detainees that are held at SCORE for competency evaluations average a 7-10 day stay before receiving a competency evaluation, a shorter waiting period than detainees in most other Washington jails. These detainees fall under the state's Trueblood class and, when at SCORE, are provided with services organized through the jail's Clinical Intervention Specialist Pilot Program. The program expedites competency evaluations and other behavioral health services with the assistance of an on-site, embedded provider from Western State Hospital (see Appendix 4 for more information on the SCORE Pilot Program).

The Executive has acknowledged that an inmate may end up staying longer at SCORE. In this case, the City will need to determine how it will mitigate any associated operational issues (e.g., implementing virtual court hearings).

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<sup>4</sup> [CrRLJ 3.2.1](#)

## Individuals who would qualify for incarceration at SCORE

The Executive has indicated that SPD will take to SCORE only those misdemeanor arrestees who fit specific criteria. Such persons would be:

1. arrested for a misdemeanor crime that warrants detention under specific public safety or other conditions outlined in [SPD Policy Manual 11.040.3](#), which requires officers to complete an Arrest Screening Supplement report that notes the reasons that they believe a person should be incarcerated;
2. would be refused at the KJC due to booking restrictions (see above); and
3. is unlikely to be released by an SMC PR (Personal Recognizance) Screener, who makes a case-by-case determination of whether an individual poses a flight risk, danger to the community or is otherwise suitable for release based on past practice related to SMC proposed policy [GAO 2020-12](#).

The processes identified in 1-3 above are charted in a diagram in Attachment 2, which shows the various arrest and pre-trial steps that precede a judge's decision to incarcerate an individual for a period that exceeds 24-48 hours (e.g., remaining in-custody to await further hearings).

The Executive has indicated that SPD will develop clear policies on which crimes and detainees may be booked at SCORE as part of the pilot program under the ILA. The Executive further indicates that, generally, SCORE will be used for those who are medically and psychologically cleared to be booked, but that still may present significant public safety impacts to the community. The Executive noted that there are a limited number of medical and psych beds at SCORE, and that officers will need to call the facility before attempting to book at SCORE someone who may need additional resources or may not pass SCORE's booking decline policies (Attachment 5 to this memo).

## Operational Considerations:

As noted in the recitals to CB 120825, The Executive has convened a group of criminal legal system stakeholders to ensure that existing and future operational concerns and issues are mitigated wherever possible so that the use of additional jail services minimizes impact on the functioning of the overall system. The Executive plans to continue the workgroup advisory process to assess how the additional jail services are working and to ensure that they are meeting the objectives of the City per the Interlocal Agreement. Members of the workgroup have included representatives from the City Budget Office, Seattle Police Department (SPD), Seattle Municipal Court (SMC), Seattle City Attorney's Criminal Division (CAO), PDA (Purpose, Dignity, Action), Seattle Office of Civil Rights (OCR), We Deliver Care and King County's Department of Public Defense (DPD).<sup>5</sup>

Members of the workgroup have identified a number of potential operational issues that could create challenges to both the immediate implementation and long-term viability of using SCORE as a supplemental jail. Mayor's office staff have said that the ILA will not go live until all operational and logistical questions have been answered, a process that could go into 2025. Some of the more significant issues include:

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<sup>5</sup> KCDPD resigned from the workgroup on July 12, 2024.

Transport to/from SCORE: The interlocal agreement makes clear that the responsibility for transport of detainees to and from SCORE is the responsibility of the contracting agency. The Executive has indicated that SPD will perform the transport function in the near term while the City determines if alternative, contracted transportation is available for the longer term (e.g., SCORE adds a transport service).

To ensure that detainees make required Court appearances, it is possible that SPD will need to make two or more daily trips between SCORE and the Seattle Justice Center (SJC). These trips have a potential to increase the City's cost of using SCORE as the current staffing issues faced by SPD will require that officers make these trips while being paid at overtime rates, which is currently averaging approximately \$105 per officer hour. This issue is discussed further in the fiscal section below.

Holding and transferring detainees to/from First Appearance hearing: Pre-trial, in-custody misdemeanor offenders are currently held in the King County Jail and as noted above, participate in a First Appearance hearing in KCJ2. Detainees are escorted to / from First Appearances hearings by SMC Marshalls, who take detainees from the jail to a KCJ holding room to await their First Appearance hearing at KCJ2. Post-hearing, SMC Marshalls return the detainee to the KCJ to be processed for release or for longer-term incarceration.

A challenge with adding an additional jail is that SMC Marshalls have indicated that King County policy rules on inmate custody transfers would prevent the Marshalls from escorting SCORE detainees from SJC to KCJ2. The Marshalls have also indicated that, even if such transfers were possible, the holding cells at the SJC are insufficient to accommodate more than five additional detainees per day. The Executive is currently working with SMC and King County staff to identify solutions to these issues, which may result in additional costs for staffing or modified facility use at either the SJC or KJC.

One potential solution could involve moving First Appearance hearings from KCJ2 to the SJC through the expansion of an existing Court Calendar or the addition of a new Court Calendar. SMC staff have indicated that such a change could create staffing and physical capacity (space) challenges at the SJC. More information on SMC concerns can be found in a June 28, 2025 [Memo](#) that SMC staff sent to the Mayor's workgroup.

Data Exchanges with SCORE: SMC staff have indicated that the Court recently implemented a new case management system but has not yet put in place key data exchanges with the CAO or the Washington State Administrative Office of the Courts (AOC). It is anticipated that these data exchanges will be completed by early 2025, and both are critical to ensuring efficient daily operations.

Implementing a data exchange with a secondary jail could be a lengthy process and would require additional resources. Staff have said that it might take time to connect to a new jail because installation of a new jail exchange would be secondary to the CAO and AOC exchanges. SMC staff have also indicated that jail data exchanges are complicated and introduce a high level of risk as this information is critical to ensure defendants have timely hearings, access to counsel, transport is arranged, and release is timely. Additionally, CAO and SPD will likely need data exchanges created with the secondary jail. This would be a sizeable technology project for the City to connect three City agencies and the respective case management systems to a new jail system.

Finally, SMC staff indicate manual processes could be put in place once a working model is identified for how SCORE defendants will be heard, transported, and scheduled at SMC. Such a process might mean the addition of new staff to help track, coordinate and communicate with SCORE, SPD and possibly KCJ. Staff have expressed some concerns that manual workarounds that are currently in place with the CAO are impeding timely completion of Court calendars and that mistakes in a manual workaround might mean that defendants are left in custody without a First Appearance or access to an attorney. The Mayor's Office is currently engaged with SMC to develop and implement both short and long-term solutions to these issues.

Other Operational Considerations: The City of Seattle contracts for indigent legal defense services with the King County Department of Public Defense (DPD). The DPD Executive Director sent on July 12, 2024, to the Mayor's Office, a letter that identifies several criminal legal system policy, operational and legal issues associated with use of SCORE (Attachment 6 to this memo). Identified operational and potential legal issues include (1) a potential for the City to require video Court hearings or video attorney-client consultations; and (2) the ability of DPD attorneys to provide sufficient in-person representation of their clients at the SCORE facility.

The DPD Executive Director notes that any required travel to/from SCORE may necessitate a renegotiation of Seattle's contract for indigent services. If regular travel were required between SCORE and downtown Seattle for attorney-client meetings or video hearings, it is possible that DPD attorney workload could be increased, and additional attorneys would be needed to staff Seattle detainees. Such changes could increase the costs for the DPD contract.

The Executive has indicated that the above issues may be mitigated if detainees are returned to Seattle in 24 hours and able to meet in-person with their attorneys at the King County Jail, as per the current process for misdemeanor arrestees. As noted above, there are some risks that jail stays could exceed 24 hours.

### **Race and Social Justice Considerations**

Representatives of OCR have been involved in the Mayor's operational workgroup and have expressed concerns about the use of the criminal legal system to address behaviors arising from unmet needs and behavioral health crises, believing that such behaviors would be better addressed through direct investment in therapeutic and community supports. OCR also expressed concern about the potential race and social justice consequences of contracting for additional jail space; related to the impacts that jail use has on vulnerable communities, as well as the specific use of the SCORE facility. They highlighted questions related to whether this contract could generate a revolving door of indigent individuals cycling through the criminal legal system, a heavy burden on police officers to exercise discretion in identifying who should be booked in these limited slots, and the effects of implicit bias on both booking decisions and remote judicial proceedings.

The July 12 DPD letter notes departmental concerns about SCORE's lack of resources and decentralized location. It questions whether the proposed short-term incarcerations for misdemeanors align with the City's diversion strategies and whether it will lead to improved safety outcomes for the public. The letter says that studies have demonstrated that pretrial detention results create worse outcomes (longer periods of incarceration and increased recidivism) for the individual and society.

The Mayor and Councilmembers have held this year a number of open public safety meetings where community members have indicated that crime is severely impacting the ability of people of color to run businesses due to commonly occurring property damage (e.g., smashed windows) or retail theft by individuals that are not taken off the street and are regularly re-offending. SPD Chief Sue Rahr indicated in the Public Safety Committee meeting on July 23, 2024, that “without the immediate ability for law enforcement to be able to disrupt that behavior, it leaves little for the community in terms of respite.”

### **Fiscal Impacts**

The Fiscal Note for CB 120825 shows an annual cost for jail services at \$2.0 million per year starting in 2025. The cost assumes that Seattle will use an average of 20 beds per day at SCORE and assumes that of those beds, 10 percent will be Mental Health beds, and 2 percent will be Medical beds. Mental Health and Medical bed estimates are based on historic use of the King County jail.

The \$2.0 million estimate assumes costs for transportation between SCORE and the KCJ or SJC. These costs are assumed at \$85 per hour with the assumption that the services will eventually be provided by a private contractor, potentially SCORE staff. In the meantime, this function will be done by SPD officers that make an average overtime rate of \$105 per hour. A rough estimate of SPD’s annual transportation costs would be \$262K assuming that two officers would make two trips to SCORE for six days per week.

KCJ inmates who require hospitalization are transferred to Harborview Medical Center, which does not charge the City for medical services. SCORE detainees that require hospitalization are transferred to St. Anns, which would bill Seattle for medical services. If SPD officers had to guard hospitalized inmates, those costs would also accrue at \$105 per hour.

There will likely be one-time costs associated with establishing a new technology data bridge between the jail facility client database and SMC’s system; these costs are estimated to be around \$150k - \$300k in one-time appropriation. Finally, it is possible that the City’s cost to contract with DPD may increase if attorney travel to SCORE increased the hours spent on misdemeanor cases, though the Executive estimates that these costs should be minimal if most detainees will be released within 24 to 48 hours after arrest.

2024 Start Up Costs: The 2024 Adopted Budget appropriation for Jail Services is \$22.4 million. The Executive indicates that an anticipated underspend in the Jail Services budget is expected to cover the cost of the 2024 SCORE jail bed contract, which is estimated not to exceed \$600K for the estimated use period of September through December. The Executive will likely need to identify additional funding to address technology, Marshall or other staffing costs. Any additional SPD overtime costs are likely to be addressed through use of sworn salary savings, as the department continues to fall behind its hiring goals and money that would have paid for recruits is redirected to cover other unplanned, unbudgeted overtime costs.

With the exception of the \$600,000 in 2024 jail underspend, the Executive has not identified a funding source for the ILA and associated departmental costs. Unless a specific funding source is identified (e.g., potential future KCJ savings), the ongoing costs for the use of SCORE will add to the budget deficit the City faces in 2025.

**Options for Council Considerations:**

1. The Council could hold CB 120825 until the Mayor's Office can present solutions to the operational and policy issues that have been identified by workgroup members;
2. Prior to passing CB 120825, the Council could adopt/ incorporate amendatory language that requires the Executive to report on solutions to operational or policy issues; either as a condition of implementation, or as a prerequisite for implementation (legal review pending); or
3. Council could pass CB 120825 without amendment.

**Attachments:**

1. Interlocal Agreement for Inmate Housing
2. Criminal Legal System Diagram – Arrest to First Appearance
3. Executive Fact Sheet on SCORE
4. SCORE Clinical Intervention Specialist Pilot Program
5. SCORE General Criteria for Decline at Booking
6. Letter from King County DPD to the Mayor's office about SCORE

cc: Ben Noble, Central Staff Director

## INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter “Agreement”) is made and entered into by and between the SOUTH CORRECTIONAL ENTITY, a governmental administrative agency formed pursuant to RCW 39.34.030(3) (“SCORE”) and the CITY OF SEATTLE, a municipal corporation organized under the laws of the State of Washington (hereinafter the “Contract Agency” together with SCORE, the “Parties” or individually a “Party”).

### RECITALS

WHEREAS, SCORE was formed by its Owner Cities (as defined herein) as a governmental administrative agency pursuant to RCW 39.34.030(3) to operate and maintain a consolidated correctional facility located in the city of Des Moines (the “SCORE Facility”) to serve the Owner Cities, federal and state agencies and other local governments that contract with SCORE from time to time to provide correctional services essential to the preservation of the public health, safety, and welfare; and

WHEREAS, the Contract Agency desires to transfer custody of certain inmates to SCORE to be housed at the SCORE Facility; and

WHEREAS, this Agreement is entered into by and between the Parties pursuant to chapters 39.34 and 70.48 RCW, which provide for interlocal agreements for sharing of correction/detention facilities between local governments;

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

### SECTION 1. DEFINITIONS.

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement.

Detainer means a legal order authorizing or commanding another agency a right to take custody of a person.

Commencement Date means 30 days following notice from the Contract Agency that it will commence transferring custody of certain inmates to SCORE.

Contract Agency Inmate means a person or persons subject to the Contract Agency’s custody who is transferred to SCORE’s custody under this Agreement.

Daily Bed Rate means the daily rate the Contract Agency is charged to occupy a general population bed, as set forth in Exhibit A.

Daily Surcharge Rates means any of the following special charges as defined in Exhibit A: Daily Surcharge Rates: Medical-Acute; Mental Health-Acute; and Mental Health-General Population.

Guaranteed Bed Rate means a reduced Daily Bed Rate - Guaranteed, as set forth in Exhibit A.

Inmate means a person or persons transferred to SCORE’s custody to be housed at the SCORE Facility. The term “Inmates” includes Contract Agency Inmates.

Interlocal Agreement means the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009 and amended and restated on December 11, 2019, as it may be further amended from time to time, executed among the parties thereto for the purpose of forming SCORE.

Mental Health - Residential Beds means Inmates clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing ongoing mental health care services and specialized housing in SCORE's Mental Health - Residential Unit.

Medical – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of medical services and housing provided in SCORE's medical clinic.

Mental Health – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of psychiatric services and specialized housing in SCORE's Mental Health - Acute Unit.

Owner City has the meaning set forth in the Interlocal Agreement.

Non-Guaranteed Bed Rate means a higher daily housing bed rate and subject to availability, as set forth in Exhibit A.

SCORE Facility means the correctional facility maintained and operated by SCORE located at 20817 17<sup>th</sup> Avenue South, Des Moines, WA 98198.

Termination Date means September 30, 2029.

## **SECTION 2. TERM.**

This Agreement shall commence at 12:00 a.m. PST on the Commencement Date and terminate at 11:59 p.m. PST on the Termination Date, unless sooner terminated by either Party in accordance with this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the Parties.

## **SECTION 3. INMATE HOUSING AND SERVICES.**

Subject to the terms of this Agreement, SCORE hereby agrees to accept Contract Agency Inmates and to provide housing, care, and custody of those Contract Agency Inmates pursuant to SCORE policies and procedures. Additional related services and associated fees, if any, to be provided to Contract Agency Inmates and/or the Contract Agency are listed in Exhibit A.

To the greatest extent permitted by law, SCORE shall have the right to refuse to accept an individual in custody of the Contract Agency or to return any Contract Agency Inmate to the Contract Agency for any reason, including but not limited to if, in the sole discretion of SCORE, such individual presents a substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the SCORE Facility, and/or has a medical illness or injury that makes housing such individual not in the best interest of SCORE or other Inmates as described in Exhibit D. Final acceptance of an individual based on illness or injury is determined upon approval of medical staff at the time of booking.

## **SECTION 4. COMPENSATION.**

In consideration of SCORE's commitment to provide housing and related services for Contract Agency Inmates, the Contract Agency agrees to pay SCORE the fees and charges set forth in Exhibit A.

Such fees and charges may include, but are not limited to, booking, daily bed rate, medical and specialty, mental health, transportation, security, other charges and/or negotiated fees.

SCORE may from time to time revise the fees and charges for housing and related services under this Agreement during the term of this Agreement. SCORE shall give advance notice of any change to its fees and charges for such service in order to allow the Contract Agency sufficient time to adjust its annual budget. Unless otherwise agreed to by the Parties hereto, any new fees and charges under a new fee schedule shall become effective on January 1 of the following year.

The Contract Agency shall acknowledge receipt of the rates and charges schedule in writing and such acknowledgement shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of the Contract Agency or the Administrative Board of SCORE.

#### **SECTION 5. TRANSPORTATION, BOOKING, CLASSIFICATION, DISCIPLINE AND RELEASE PROCEDURES.**

- A. Transportation. The Contract Agency is responsible for the transportation of Contract Agency Inmates to the SCORE Facility, including all costs associated therewith.
- B. Booking. Contract Agency Inmates shall be booked pursuant to SCORE's booking policies and procedures.
- C. Classification. Contract Agency Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and reasonable judgment of SCORE. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow SCORE to make such classification. Contract Agency Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and reasonable judgment of SCORE as provided in Exhibit F.
- D. Inmate Discipline. SCORE shall discipline Contract Agency Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the Contract Agency.
- E. Release. Except for work programs or health care, if no probable cause determination is made as required by law, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. If SCORE becomes aware that there has been no probable cause determination as required by law, and the person is still in SCORE's custody, SCORE will notify the Contract Agency that the person must be released unless written proof that the probable cause determination was made is provided. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows: SCORE will release each Contract Agency Inmates to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Owner City of arrest, or the Owner City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees, if any, for transportation outside of King County are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family or friend with confirmed transportation, or be released via private taxi.

#### **SECTION 6. INMATE MEDICAL RECORDS, CLOTHING, BEDDING, PROPERTY AND WORK PROGRAMS.**

- A. Inmate Medical Records. Should a Contract Agency Inmate receive medical care for injuries or illness at the time of arrest and prior to booking at the SCORE Facility, the Contract Agency shall provide medical documentation pertaining to injury or illness to SCORE at the time of booking if the Contract Agency has access to such records. If the Contract Agency cannot provide such records, SCORE, in its sole discretion, may refuse to accept a Contract Agency Inmate.
- B. Inmate Property. SCORE agrees to provide each Contract Agency Inmate with necessary or appropriate clothing and essential hygiene items. SCORE shall accept, hold, and handle, and return any Contract Agency Inmate property in accordance with SCORE's policies and procedures, and shall be responsible only for Contract Agency Inmate property actually delivered into SCORE's possession. In the event a Contract Agency Inmate is being transported from a Contract Agency designated detention or correction facility, it will be the responsibility of the Contract Agency to process the Contract Agency Inmate's property not delivered and accepted into SCORE's possession as provided in Exhibit E.
- C. Work Programs. SCORE may assign Contract Agency Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.
- D. Visitation. SCORE shall provide reasonable scheduled visitation for Contract Agency Inmates. Inmate visitation may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video visit access is available at the SCORE Facility. Confidential telephones or visitation rooms shall be available to a Contract Agency Inmate to communicate with his or her legal counsel.
- E. Inmate Accounts. SCORE shall establish and maintain a non-interest-bearing account for each Contract Agency Inmate. Upon returning custody of a Contract Agency Inmate to the Contract Agency, SCORE shall transfer the balance of that Contract Agency Inmate's account that is not subject to charges, to the Contract Agency Inmate or to the Contract Agency in the form of cash, check, debit card or other agreed upon method in the name of the Contract Agency Inmate.

#### **SECTION 7. HEALTH CARE.**

SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association (ACA) or National Commission on Correctional Health Care (NCCHC).

In-facility medical, dental, and mental health services are included in the daily rate set forth in Exhibit A. Should a Contract Agency Inmate require medical, mental health, dental, and/or other medical services at an outside medical or health care facility, SCORE shall notify the Contract Agency's designee (either by written or electronic means) within a reasonable time period before the Contract Agency Inmate receives such medical, mental health, dental or any other medical services. Notwithstanding the foregoing, the Contract Agency acknowledges that such notice may not be reasonably possible prior to emergency care.

The Contract Agency shall pay for all medical, mental health, dental or any other medical services or equipment that are required to care for Contract Agency Inmates outside of the SCORE Facility in addition to the charges listed in Exhibit A. Lack of prior notice shall not excuse the Contract Agency from financial responsibility for such expenses and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a Contract Agency Inmate is admitted to a hospital, the Contracting Agency will be responsible for hospital security unless other arrangements are made with SCORE. SCORE, in its sole discretion, may, or at the request of the Contract Agency shall, provide hospital security services for an additional charge as provided in Exhibit A.

#### **SECTION 8. DETAINERS.**

Warrants and Contract Agency Inmates in a “Detainer” status shall be handled according to SCORE policies and procedures and as provided in Exhibit B attached hereto.

#### **SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.**

If a court of limited jurisdiction releases a hold on a Contract Agency Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that Contract Agency Inmate except if the Contract Agency wishes to use the video arraignment system at the SCORE Facility.

#### **SECTION 10. ESCAPE; DEATH.**

If a Contract Agency Inmate escapes SCORE’s custody, SCORE shall notify the Contract Agency as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped Contract Agency Inmates.

If a Contract Agency Inmate dies while in SCORE custody, SCORE shall notify the Contract Agency as soon as reasonably possible. The King County Medical Examiner shall assume custody of the Contract Agency Inmate’s body. Unless another agency becomes responsible for investigation, one or more Owner City shall investigate and shall provide the Contract Agency with a report of its investigation. The Contract Agency may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the Contract Agency’s communication with and receipt of reports from the other agency.

The Contract Agency shall provide SCORE with written instructions regarding the disposition of the Contract Agency Inmate’s body. The Contract Agency shall pay for all reasonable expenses for the preparation and shipment of the body. The Contract Agency may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the Contract Agency shall be responsible for all costs associated with this request.

#### **SECTION 11. REPORTING AND INSPECTION.**

SCORE agrees to use reasonable efforts to work with the Contract Agency to provide access to and/or reports from jail management systems that provide statistical information about Inmates. The Contract Agency shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the Contract Agency may interview Contract Agency Inmates and review Contract Agency Inmates’ records. The Contract Agency shall have no right to interview Inmates housed for other jurisdictions or to review their records unless Contract Agency is properly authorized to do so by the Inmate or the other jurisdiction.

#### **SECTION 12. TECHNOLOGY.**

SCORE and the Contract Agency may each permit the other continuous access to its computer database regarding all Contract Agency Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the Contract Agency and appropriate computer(s) of SCORE.

#### **SECTION 13. BILLING AND PAYMENT.**

SCORE shall provide the Contract Agency with monthly statements itemizing the name of each Contract Agency Inmate; the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE; and itemization of any additional charges including a description of the service provided, date provided and reason for service. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the Contract Agency electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received. Any fees or charges for Inmates housed on charges from multiple agencies (including but not limited to outside medical care) will be divided equally among those agencies.

#### **SECTION 14. BILLING DISPUTE RESOLUTION.**

The Contract Agency must provide written notice of dispute to SCORE within 60 days of billing or other disputed charges. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes. SCORE and the Contract Agency shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the Contract Agency must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

#### **SECTION 15. INDEPENDENT CONTRACTOR.**

In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the Contract Agency for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the Contract Agency under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a Party to this Agreement.

#### **SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.**

SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights (unless the Contract Agency has affirmatively notified SCORE in writing that a probable cause determination has been made within 48 hours of the arrest of the person bringing the claim), injury,

or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the Contract Agency and SCORE in connection with or incidental to the performance or non-performance of the Contract Agency's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Contract Agency and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section, or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

#### **SECTION 17. INSURANCE.**

SCORE and the Contract Agency shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the Contract Agency shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension, or material change in coverage.

#### **SECTION 18. TERMINATION.**

Either Party may terminate this Agreement, with or without cause, by providing the other Party with 90 days written notice of termination as provided in RCW 70.48.090.

#### **SECTION 19. RECORDS.**

The Parties hereto shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with chapter 42.56 RCW (the Washington Public Records Act), chapter 40.14 RCW (Preservation and Destruction of Public Records) and all other applicable federal, state and local laws and regulations.

#### **SECTION 20. OPERATION OF SCORE FACILITY; PRISON RAPE ELIMINATION ACT.**

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations. SCORE acknowledges and complies with the terms of the Prison Rape Elimination Act regarding custodial sexual misconduct as set forth in Exhibit C.

## **SECTION 21. HIPAA AND HITECH COMPLIANCE.**

The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including chapter 70.02 RCW.

## **SECTION 22. EQUAL OPPORTUNITY.**

Neither Party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental, or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*).

## **SECTION 23. MISCELLANEOUS.**

- A. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.
- B. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned, or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning Party stated herein.
- C. Non-Waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- D. Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.
- F. Attorneys' Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit each Parties' right to indemnification under this Agreement.
- G. Approval and Filing. Each Party shall approve this Agreement by resolution, ordinance, motion or otherwise pursuant to the laws of the governing body of each Party. The signatures of the authorized signatories below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed and/or posted pursuant to chapter 39.34 RCW.
- H. Amendment. Except as otherwise provided in Section 4 of this Agreement, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both Parties.

- I. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.
- J. Compliance with Applicable Laws and Standards. SCORE agrees to manage the Contract Agency Inmates and the SCORE Facility in accordance with applicable federal and state laws and regulations and to maintain staffing levels at the SCORE Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and to reasonably carry out the provisions of this Agreement.
- K. Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Contract Agency fails to pay for the services provided by the SCORE, SCORE can cease providing such services until payment is made.
- L. Representatives; Notices. The individuals listed below the signature blocks included in this Agreement are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or by certified or registered mail, return receipt requested, addressed as provided after the signature blocks included in this Agreement, or to such other address as may be designated by the addressee by written notice to the other Party.
- M. Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for inmate housing between the Parties.

#### **SECTION 24. EXECUTION.**

This Agreement shall be executed by the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Title/Name Executive Director Devon Schrum

Title/Name: \_\_\_\_\_

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY  
20817 17th Avenue South  
Des Moines, WA 98198  
Attention: Devon Schrum

Email: dschrum@scorejail.org  
Telephone: 206-257-6262

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**Exhibit A****FEES AND CHARGES AND SERVICES**

<u>Booking Fee:</u> <sup>1</sup>	\$65.00	
<u>Daily Housing Rates:</u>		
General Population – Guaranteed Beds	\$142.58	No. of Beds: _____
General Population – Non-Guaranteed Beds	\$204.97	
<u>Daily Rate Surcharges:</u> <sup>2</sup>		
Mental Health – Residential Beds	\$163.77	
Medical - Acute Beds	\$223.51	
Mental Health – Acute Beds	\$286.34	
<u>Health Care Services:</u> <sup>3</sup>		
In-Facility Care	Included	
Outside Medical Services	Contract Agency billed	
Emergency Care	Contract Agency billed	
Pharmaceuticals	Medications billed to Contract Agency	
<u>Transportation Fees:</u>		
SCORE Officer Transport	\$85.00/per hour	
<u>Security Services:</u>		
Hospital Security	\$85.00/per hour	
<u>Video Court:</u>		
In-Custody Arraignment	Included	

Other Terms & Conditions:

1. Fees, charges, and services will be annually adjusted each January 1<sup>st</sup>.
2. SCORE will provide at least 6 months advance notice to changes in fees, charges, and services except for rate changes effective January 1, 2025. Contract Agency understands that 2025 rates are already set and agrees waive the 6 months advance notice.
3. The number of Guaranteed Beds may be increased or decreased by written request from the City representative and with written approval from the SCORE representative.

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<sup>1</sup> The Booking Fee will be charged to the jurisdiction responsible for housing the inmate

<sup>2</sup> Surcharges are in addition to daily housing rates and subject to bed availability

<sup>3</sup> Guided by American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC)

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**Exhibit B**

**WARRANTS/OTHER COURT ORDERS/DETAINERS**

The following shall apply to Contract Agency Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a Contract Agency Inmate, the booking officers at SCORE shall review all paperwork provided by the Contract Agency for all grounds to hold the Contract Agency Inmate.
2. Prior to releasing a Contract Agency Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Contract Agency Inmate is subject to any valid warrants or other detainers.
  - a) If the Contract Agency Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the Contract Agency, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
  - b) If the Contract Agency Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
  - c) If the Contract Agency Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
  - d) If, upon return from SCORE to the Contract Agency, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini- Chain.

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**Exhibit C**

**PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT**

1. Compliance  
SCORE agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Contract Agency Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:
  - a) The Prison Rape Elimination Act of 2003 (PREA)
  - b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
  - c) Zero tolerance toward all forms of sexual abuse and sexual harassment.
2. Monitoring  
SCORE agrees to provide the Contract Agency documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:
  - a) Site visits,
  - b) Access to facility data, and
  - c) Review of applicable documentation.
3. Contract Agency may terminate this Agreement
  - a) Should SCORE fail to provide documentation that demonstrates that the SCORE is actively and effectively working toward and is making substantive progress toward achieving compliance; or
  - b) Should SCORE fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.
4. The Contract Agency will terminate this Agreement
  - a) Should SCORE elect to discontinue pursuit of PREA compliance;
  - b) Should SCORE be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified timeframes; or
  - c) Should SCORE be found to be in egregious violation of PREA.

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**Exhibit D**

**MEDICAL ACCEPTABILITY**

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case-by-case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia, or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

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**Exhibit E**

**PROPERTY**

1. SCORE will *not accept or transport* the following:
  - a) Backpacks, suitcases, etc.
  - b) Unpackaged food products.
  - c) Food products in packaging that have been opened.
  - d) Any type of weapon (includes pocket knives).
  - e) Liquids.
  - f) Helmets of any kind.
  - g) Large items that will not fit into a common paper grocery bag.
  - h) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the Contract Agency according to these criteria.

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**Exhibit F**

**CLASSIFICATION**

SCORE maintains a classification plan to guide staff in the processing of individuals brought into the facility. The plan includes an initial screening process, as well as a process for determining appropriate housing assignments (28 CFR 115.42) and uses an objective screening instrument and procedures for making decisions about classification and housing assignments. The plan includes, and not limited to, an evaluation of the following criteria:

1. Behavior during arrest and intake process
2. Potential risk of safety to others or self
3. Medical needs
4. The inmate's own perception of his/her vulnerability
5. Any other criteria as deemed appropriate by the Executive Director or designee

The Contract Agency shall supply SCORE with the following Classification related information, if known to or in possession of the Contract Agency:

1. If the Contract Agency Inmate has been classified to a special housing unit.
2. If the Contract Agency Inmate has been classified as protective custody.
3. If the Contract Agency Inmate:
  - a) Is a violent offender or has displayed violent behavior during present or past incarcerations
  - b) Is identified as a threat to law enforcement
  - c) Is an escape risk

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**Exhibit G**

**BORROWING**

One contracting agency may “borrow” another Contract Agency’s Inmate as follows:

1. If a Contract Agency requests the transport of another contracting agency’s Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate’s return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 16 of the Agreement.
3. SCORE will not track the Inmate once he or she has left the SCORE Facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.

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**Exhibit H**

**RELEASE PLANNING SERVICES**

SCORE release planning services are available for all individuals booked into SCORE. Under the terms of this agreement, individuals booked by the Seattle Police Department will have the same access to services.

Jail release services are voluntary, based on availability, and the length of stay of an individual.

Jail release services are at the request of the individual seeking services.

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**Exhibit I**

**RELEASE TIMING FOR HEARINGS**

SCORE will allow the Contract Agency to pick up Contract Agency Inmates in the morning and return them in the evening to attend hearings.

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**Exhibit J**

**AVAILABILITY OF MEDICATION FOR OPIOID USE DISORDER**

SCORE offers a comprehensive Medication for Opioid Use Disorder (MOUD) program. This program is available for eligible individuals booked into SCORE by Seattle Police Department. SCORE's medical services are guided by the American Correctional Association on National and Commission on Correction Health Care. SCORE uses the standard COWS and CIWA assessment method to measure a patient's ongoing detox and withdrawal needs to manage symptoms and discomfort.

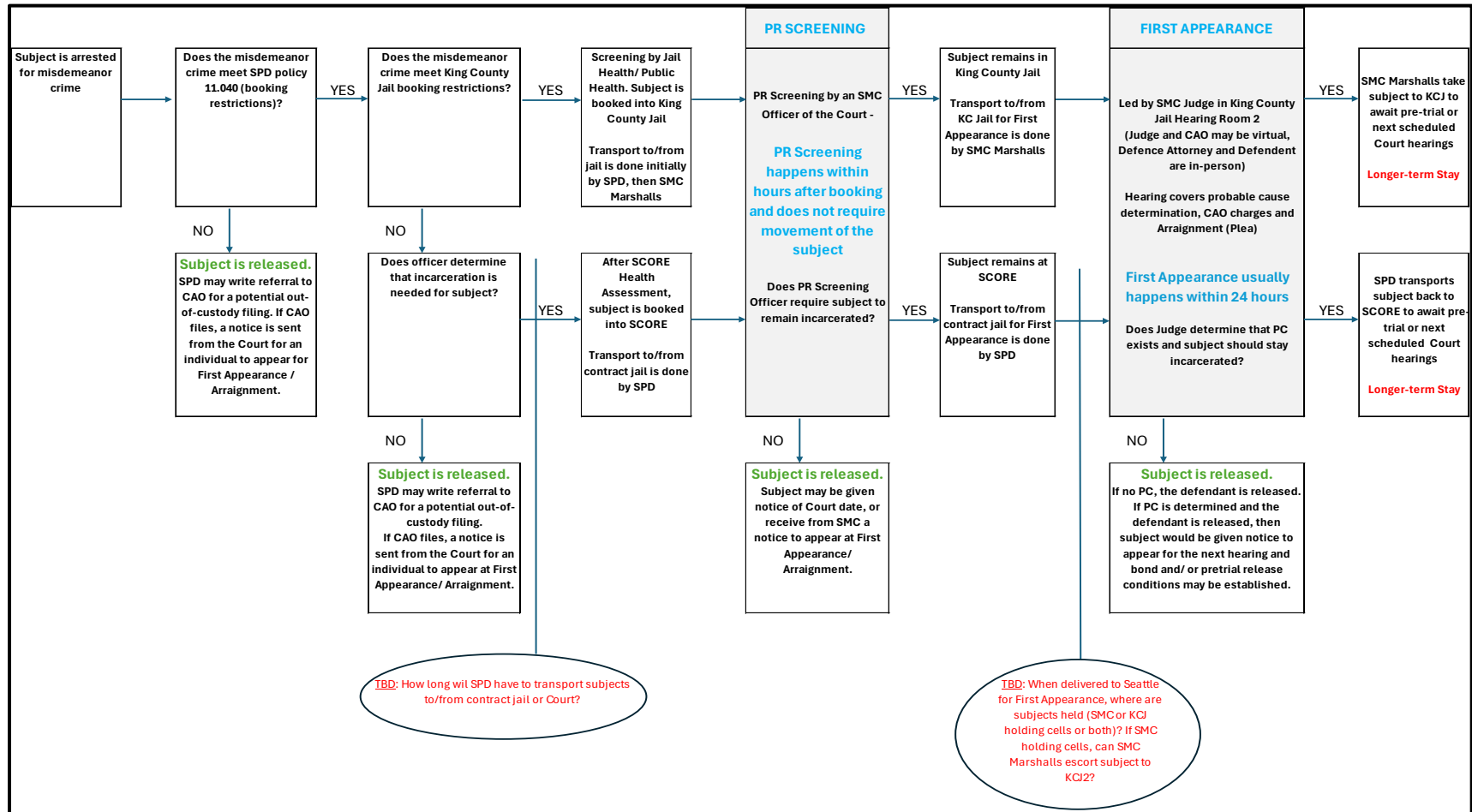
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**Exhibit K**

**CLINICAL INTERVENTION SPECIALIST PILOT PROGRAM**

Eligible Individuals booked into SCORE by Seattle Police Department that are considered “Trueblood” class members may be given the opportunity to work with Clinical Intervention Specialists, with the goal of ensuring incarcerated individuals do not decompensate. This pilot program includes medication management, connection to community care, treatment with psychology associates and diversion from inpatient services.

## Attachment 2 - Criminal Legal System Diagram – Arrest to First Appearance



### **Attachment 3 - Executive Fact Sheet on SCORE**

#### **Accreditations include:**

- WASPIC – Washington Association of Sheriffs and Police Chiefs (best practices related to use of force, management, staffing, records management, health and safety, training, code of conduct, etc.
- PREA Compliant Facility – Meets the national standards to prevent, detect, and respond to sexual abuse.
- NCCHC Accredited –Accredited as a National Certified Correctional Health Professional.

#### **Services:**

- Bed Capacity:
  - 802
- Video Court is available every day including weekends and holidays.
  - There are individual small private conference rooms equipped with television equipment for video courts.
- SCORE's medical services are guided by the American Correctional Association on National Commission on Correction Health Care.
  - 24/7 nursing care, a medical doctor is on staff 5 days a week/40 hours/on call for off hours
  - Dental services at least 2x a week, ARNP, Psychiatric ARNP, 4 MHP – MSW
- Clinical Intervention Specialist Pilot
  - Serves Trueblood Class members with the goal of ensuring incarcerated members do not decompensate.
  - Services include medication management, connection to community care, treatment with psychology associates and diverted to from inpatient services.
  - Eligibility includes individuals ordered to undergo a forensic evaluation.
- Western State Hospital evaluators are housed at SCORE (2 forensic Psychologists)
  - 4 to 9 days for evaluation on average to complete an in-custody competency evaluations.
- Gender affirming care available.
- DSHS employees are housed at SCORE.
  - Forensic Navigators
- Detox monitoring.
  - COWS assessment tool several times a day (Subutex)
  - CIWA – A – Medication provided for detox from alcohol.
  - CIWA – B – Detox from Benzodiazepines
- Medicated Assistant Treatment
  - Methadone, Buprenorphine, Vivitrol
  - Induction available
  - Overdose prevention and education.
- Peer Support Specialist (FPATH) (FHARPS)

- Access for any Community Provider (see list of providers that work with SCORE)
- Release planning is available for every jail participant
  - Release planning is available if an individual is house at the jail less than 72 hours.
  - Release planning is voluntary
- Disability Rights of Washington reports that individuals are receiving psychiatric evaluation and medication on a timely basis, individual treatment plans and follow up, and proactively engaging with community providers for coordination of care and re-entry.

## **Attachment 4 - SCORE Clinical Intervention Specialist Pilot Program**

### **SCORE Clinical Intervention Specialist Pilot Program**

The SCORE Clinical Intervention Specialist Pilot Program is a program led by DSHS' Office of Forensic Mental Health Services partnering with King County's South Correctional Entity and Wellpath to serve Trueblood class members. The program is tasked with providing enhanced behavioral health services to class members currently in custody such as medication management, aftercare, counseling and connection to community care, and providing coping skills. Class members work with psychology associates and a clinical intervention specialist in a multi-disciplinary team setting to ensure continuity of care through an evidence-based approach treating immediate behavioral health concerns, motivational interviews and specialized programming.

The clinical intervention specialist is a licensed professional with prescribing authority. They provide technical assistance to SCORE, work collaboratively with psychology associates, and ensure medication access, so class members don't destabilize outside of treatment. The concept of the clinical intervention specialist role came about because of the passage of Senate Bill 5440 into law. The bill and this first-of-its kind program were created to help improve access to care, and to provide essential behavioral services to help ensure incarcerated class members are not decompensating in jail, ensure they have a better chance of reintegrating back into the community upon release, are diverted from inpatient competency services, and/or receive a warm handoff in the next step of their legal process.

### **Program**

This is a one-of-a-kind program that is helping the state explore new alternatives for providing behavioral health services in jail settings, improving access and opportunities to community diversion pathways, redirecting inpatient competency referrals, and helping reduce people who have serious behavioral health conditions involvement with the criminal justice system.

### **Eligibility**

- Class members in custody of SCORE Jail who have been ordered to undergo a forensic evaluation or restoration related to their ability to stand trial.
- Class members within SCORE jail who are experiencing behavioral health disorders.

### **Partners**

- Health Care Authority
- SCORE, city and county jails
- Community-Based Service Providers
- Law Enforcement Agencies

### **Authority**

- See [SB5440 SEC 17](#)
- See [RCW 10.77.320](#)

### **For more information**

- Email: [scorepilotprogram@dshs.wa.gov](mailto:scorepilotprogram@dshs.wa.gov)
- For more information about Trueblood, or to be added to the Listserv, email [truebloodtaskforce@dshs.wa.gov](mailto:truebloodtaskforce@dshs.wa.gov)

### **SCORE General Criteria for Decline at Booking**

1. Unconscious or semiconscious.
2. Those unable to walk under their own power.
3. Pain, bleeding, injury or illness requiring immediate medical care beyond the capability of SCORE to deliver.
4. Allergic reaction - With acute severe respiratory difficulty, tongue swelling, excessive redness of skin with or without itching.
5. Released from hospital just prior to arrest without documentation.
6. Admits to ingesting or packing drugs to avoid being arrested leading to a potentially dangerous overdose within the next few hours or days. Ask questions relating to the when / how much / take vitals to support claim. **Review the body scan images with custody officers and contact the provider for guidance regarding refusal. Consider medical observation as opposed to decline of booking.**
7. Unable to walk, without assistance, due to drugs or alcohol. Unable to sit without falling or sliding out of chair/ seat.
8. Intoxication level / Acute withdrawal - SCORE Medical will assess neuro status and history when making a decision. (CIWA >9, COWS>13)
9. Motor vehicle collision if there is air bag deployment, rollover, unconsciousness, possible head injury. **Note clearance by EMS at the scene does not clear for jail.**
10. Pregnant females—
  - Substance abuse or with positive U-tox - will need medical clearance.
  - Over 28 weeks - will need medical clearance
  - Any vaginal bleeding - will need medical clearance.
  - In obvious labor – Decline
  - Factor expected length of incarceration and level of prenatal care.
11. Unstable vital signs:
  - Diabetics, blood sugar reading exceeding 400.**
  - Blood Pressure reading exceeding 200/100** or they show signs and symptoms of stroke or heart attack. **(Call the provider prior to refusal)**
12. Scheduled for dialysis within the next 24 hours.

### **Important Questions for the Officer and SCORE Medical staff**

1. Is there an emergent condition present?
2. Has the arrestee experienced any recent trauma prior to arrival at SCORE?
3. Has the arrestee displayed bizarre or aggressive behavior?
4. Has the arrestee had signs of acute illness?
5. What is the probability of deterioration in the patient's medical condition to an emergent level in the immediate future?
6. Is treatment of the patient's condition within the capability of non-hospital medical care?

***A 'yes' to any of the above questions does not automatically necessitate a referral to the ED or Refusal for booking. Contact medical provider for additional direction as needed.***

 **King County**  
**Department of**  
**PUBLIC DEFENSE**

**Anita Khandelwal**  
**Director**  
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July 12, 2024

Hi, Sarah and Natalie,

I'm writing to let you know that DPD will not be attending any additional meetings regarding the decision to contract with SCORE. Once Seattle is able to articulate a specific plan which DPD can use to estimate resource needs, DPD, if necessary, will notify CBO that the mandatory negotiation clause has been triggered.

I do want to take a moment to both articulate the reasons, both operational and as a matter of policy, why I believe contracting with SCORE will waste scarce City dollars and worsen public safety.

**I. The City's plan to contract with SCORE to book individuals into jail for 24-48 hours worsens public safety.**

The City appears poised to contract with SCORE so that SPD officers can book individuals into jail even though they fall within King County Jail's restrictions on booking low-level offenders. The individuals booked are likely to be exclusively individuals charged with non-violent misdemeanors such as criminal trespass and theft in the third degree. The City recognizes that these bookings would likely result in individuals spending 1-2 days in jail.<sup>1</sup> DAJD's data dashboard indicates that even without these bookings, the median length of stay at King County Jail is only 3 days.

Multiple studies empirically demonstrate that pretrial detention results in worse outcomes—not just for the incarcerated individual, but for all of us. It leads to more and longer periods of incarceration and to increased recidivism.<sup>2</sup> The City appears to be ignoring this data; instead, it seems committed to a plan to book these individuals into SCORE and imagining that SCORE will somehow provide services to the people who will be briefly and repeatedly caged there. As I pointed out during the meetings I have attended, from DPD's experience with clients incarcerated in SCORE last year during the County's pilot program that mirrors the City's proposal, we have no confidence that these services will be provided, particularly during such short bookings.

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<sup>1</sup> At the first planning meeting, the very short stays that were at issue were raised by an SPD officer. Subsequently, DPD was contacted by Council central staff and asked, "if the City minimized the number of long-term stays such that most defendants were released in no more than 24 hours?"

<sup>2</sup> [Justice-Denied-Evidence-Brief.pdf \(vera.org\)](https://www.vera.org/Justice-Denied-Evidence-Brief.pdf)

## **II. The City's plan to contract with SCORE does not align with its stated goal of connecting individuals with services.**

In the two meetings I have attended to discuss this proposal, the Mayor's Office (MO) and SPD have discussed the importance of connecting individuals with treatment and services. But the MO and SPD have repeatedly acknowledged that bookings into SCORE on low-level misdemeanors will likely result in very brief jail stays. There is simply no way that such jail stays will result in meaningful service connections. That these comments and their inconsistency with the City's stated goal weren't even discussed causes me deep concern.

## **III. The City's plan to contract with SCORE will be operationally challenging for all entities operating in Seattle's misdemeanor criminal legal system.**

Jailing low-level misdemeanants in SCORE will present significant burdens for all criminal legal system entities. DPD's attorneys will be forced to spend time traveling up and down I-5 to meet with their clients. DPD will bill the City for that time. In addition, if the City intends to force clients to appear by video, even if DPD agrees to engage in such low-level legal practice, a determination contractually reserved to DPD<sup>3</sup>, we will have to station attorneys at SCORE for those hearings. (DPD is likely to litigate video appearances—see discussion below). Due to conflicts of interest, it is likely that at least three DPD attorneys will have to be stationed at SCORE. At a time when there is a nationwide crisis in public defense hiring, finding these additional attorneys will be deeply burdensome for DPD.

If the City intends to transport clients from SCORE to SMC for court hearings, the City will have to devote significant resources to pay for that transport. The City will also have to determine where it will hold clients while they await their hearings. This will likely involve negotiations with King County Jail, the Seattle Municipal Court Marshals, and the Seattle Municipal Court because the clients have to be brought into the jail to appear from King County Jail Courtroom #2.

It is especially troubling, at a time when SPD is facing staffing issues, that officers will spend an hour driving to and from SCORE to book someone on a trespass charge. It would be more cost effective to simply pay a small business for stolen merchandise, especially considering the additional pay the City just authorized for SPD officers in its latest collective bargaining agreement. Obviously, this question falls outside of DPD's purview, but the City must provide a clear answer. DPD has not heard one.

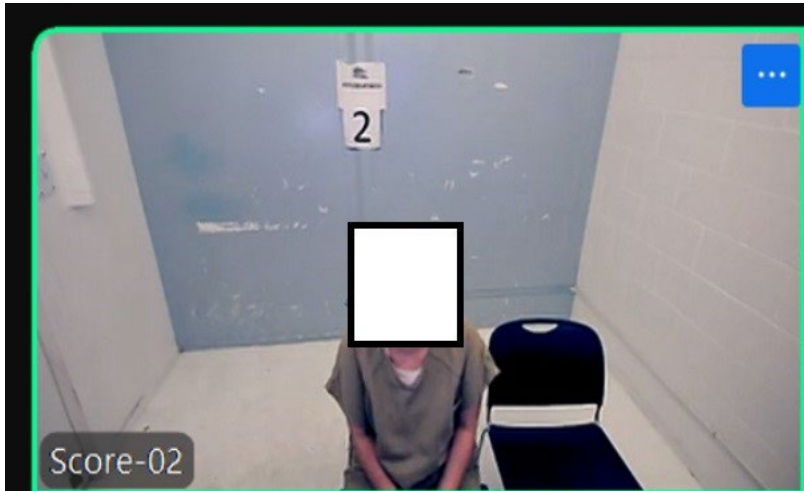
## **IV. Forcing clients to appear by video from a jail cell in SCORE is likely illegal.**

The Washington Supreme Court recently ruled that forcing individuals to appear from jail holding pens is unconstitutional. In *State v. Luthi*, 549 P.3d 712, 718 (Wash. 2024), the Court noted that the "in-court holding cell" clearly undermines the presumption of innocence by "indicating a need to separate a defendant from the community at large." The Court notes that these cells also impede

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<sup>3</sup> Section (6)(B)(2) of DPD's contract with the City provides that "Nothing in this Agreement shall be construed to impair or inhibit the exercise of independent, professional judgment by an attorney employed by the County with respect to any Client wherein an attorney-Client relationship has been established pursuant to the Legal Services provided by the County under the terms of this Agreement." DPD has reviewed Renton Municipal Court video hearings conducted from SCORE and finds the representation provided over Zoom falls below an acceptable standard of legal representation.

attorney client communication. Individuals appearing from SCORE clearly appear from a jail cell, as depicted below.



I'll wait to hear from the Mayor's Office regarding your next steps.

Thanks,

A handwritten signature in black ink, appearing to read 'Anita Khandelwal'.

Anita Khandelwal  
Director