



This Amendment to the above referenced Contract Number is made the Department of Corrections, an agency of the state of Washington, hereinafter referred to as "Department", and the Pacific County, a political subdivision of the state of Washington, hereinafter referred to as the County or the Contractor, for the purposes set forth herein.

WHEREAS the Department and the County have made oral and/or written agreements regarding the responsibilities and compliance requirements under PREA and the Department's policies regarding custodial and sexual misconduct; and

WHEREAS the Parties want to make current and clarify those responsibilities and requirements;

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

### SECTION 1 -

1.1 **Article V - PREA - CUSTODIAL AND SEXUAL MISCONDUCT**, of the above referenced DOC Contract Number, and any written amendment to that Article mutually agreed to by the Parties are replaced by Article V - PREA - CUSTODIAL AND SEXUAL MISCONDUCT, as set forth in Section 2 of this Amendment. The effective date of the replacement language is upon execution by the parties.

### 1.2 **Article V - PREA - CUSTODIAL AND SEXUAL MISCONDUCT**

#### A. Compliance

- a. The Contractor agrees to ensure that all of the contractor's employee's, vendors and volunteers (hereinafter Contractor) that have contact with Department of Corrections (DOC) offenders comply with all federal and state laws regarding sexual misconduct including, but not limited to:
  - i. The Prison Rape Elimination Act of 2003 (PREA);
  - ii. The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
  - iii. Zero tolerance toward all forms of sexual abuse and sexual harassment.

#### B. Monitoring

- a. Contractor agrees to provide to the Department documented compliance with the Federal PREA standards, and to allow the Department to monitor their facility's compliance.
- b. Monitoring may include, but is not limited to:
  - i. Site visits,
  - ii. Access to facility data, and
  - iii. Review of applicable documentation.

#### C. The Department may terminate this Contract:

- a. Should the Contractor fail to provide documentation that demonstrates that the Contractor is actively and effectively working toward and is making substantive progress toward achieving compliance or
- b. Should Contractor fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.

#### D. The Department will terminate this Contract:

- a. Should Contractor elect to discontinue pursuit of PREA compliance or

