

DOC Contract No. K13058

WSCJTC Contract No. IA23-049

Class IV Work Crew Master Agreement

Between

THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS

And

THE WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

This Master Contract Agreement is entered into by and between the Washington State Department of Corrections, hereinafter referred to as DOC and The Washington State Criminal Justice Commission, located at 19010 1st Ave South, Burien, WA 98148, hereinafter referred to as the 'RECIPIENT OF THE SERVICES' or 'RECIPIENT'. Legal authority for this Master Contract Agreement is pursuant to RCW 72.09.100 and Chapter 137-80 WAC.

Incarcerated Individuals, also known as 'Workers', who provide services under this Agreement reside in a DOC prison and are under the jurisdiction of the Washington State Department of Corrections.

1. PURPOSE

The purpose of this Agreement is to provide the master terms and conditions between the Parties for Incarcerated Individuals to provide work crew services to the RECIPIENT. Eligibility to receive services is defined in WAC 137-80. No public employees will be displaced as a result of this Agreement.

Upon execution of this Master Agreement, the terms and conditions contained in this Master Agreement will replace and terminate any previous Work Crew Agreement and Work Project Descriptions between the Parties. For this Master Agreement to be valid it must be signed by the DOC Contracts Administrator or designee on behalf of DOC.

2. WORK PROJECT DESCRIPTIONS

Work crew projects are limited to those that can be properly supervised as determined by the Superintendent of the Institution or designee and the RECIPIENT's Contract Manager. Each project is subject to careful review for custody and security requirements. Each distinct project requires a separate Work Project Description that is signed by both Parties to this Agreement. [See Attachment A] The Work Project Description will detail the work to be done, the cost to the RECIPIENT and other specifics of the particular project.

The Institution Superintendent or designee is authorized to sign Work Project Descriptions on behalf of DOC. A Work Project Description may be valid for up to one year but must end prior to, or on the same date as, this Master Contract Agreement. All services provided under each signed Work Project Description shall be performed pursuant to the terms of this Master Agreement.

3. TERM

The term of this Master Agreement shall begin **January 09, 2023** and continue through **January 08, 2024**, unless terminated sooner as provided for herein.

4. BILLING and PAYMENT

In consideration of the services provided hereunder, payment to DOC will be as follows:

- A. DOC will invoice the RECIPIENT for payment by the 20th of the month following each month in which Incarcerated Individuals' services were provided. Invoices for payment will include all direct and indirect charges payable to DOC by the RECIPIENT that were negotiated between the Parties.
- B. Payment by the RECIPIENT, will be due to the DOC address indicated below within 30 calendar days of the date of the invoice. This DOC Master Agreement number and the location of the project for which payment is made must be included with each payment.
- C. DOC will pay the Department of Labor and Industries (L&I) all workers' compensation premiums due under Title 51 RCW for workers providing services under this Agreement.
 - 1) Recipients must pay DOC for all such workers' compensation premiums under Title 51 RCW.
 - 2) Each calendar year quarter DOC will report to L&I the total number of Incarcerated Individuals' hours worked for the RECIPIENT under this Agreement during the previous quarter, and pay the total cost due for workers' compensation coverage directly to L&I for those hours.
- D. Addresses to use for Billing and Payment.

- 1) **Billing** - Invoices for payment will be mailed to the address provided by the RECIPIENT:

WA State Criminal Justice Training Commission
Attn: Brian Elliot, Fiscal Manager.
19010 1st Ave. South
Burien, WA. 98148

- 2) **Payment**

- a. **State Agencies Only** - will pay using the following statewide vendor number:
SWV0003872-01 [IAP Payment - DOC General Account]
- b. **All Other RECIPIENTS** - will send payment to the address provided by the DOC location from which services were provided.

5. TERMINATION

When in its own best interest, either party may terminate this Agreement, in whole or in part, upon 30 days' written notice to the other party, beginning on the second day after mailing such notice. If this Agreement is so terminated each of the Parties shall be liable only in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

6. SELECTION OF INCARCERATED INDIVIDUALS

The Institution will select the Individuals for each work crew. Selection criteria will conform to DOC Policy 700.000, WORK PROGRAMS IN PRISONS, DIRECTIVE III, Eligibility and Selection, as now written or hereafter revised.

7. HAZARD ASSESSMENT AND MITIGATION

- A. In accordance with the DOC Office of Risk Management, work generally considered to be dangerous or hazardous may not be performed by Incarcerated Individuals. (*See Attachment C, Prohibited Work*)
- B. Before Incarcerated Individuals provide services at any new and distinct project location, the RECIPIENT and DOC will jointly perform a written hazard, safety and security assessment.
- C. The Assessment must be performed in accordance with WAC 296-800-160 (*See Attachment D, Sample Job Safety Analysis Worksheet*).

- D. After the Assessment DOC may 1) agree to the specialized PPE that the RECIPIENT will provide to workers to mitigate the effects of identified hazard(s); 2) request that the RECIPIENT remove or otherwise mitigate some or all of the hazards before workers perform the contracted work; or 3) withdraw from the project.
- E. If hazardous conditions or materials are discovered while Incarcerated Individuals are working at RECIPIENT's site, then work will be suspended immediately and RECIPIENT will make appropriate regulatory notifications and request further assessment.

8. TOOLS, EQUIPMENT AND SUPPLIES

Aside from the basic work attire, PPE, and SSE provided per DOC policy, the specific tools, equipment and supplies necessary for each project, and the party to the Agreement responsible for providing each item, will be designated in the Work Project Description and JSA for that project.

9. TRAINING

- A. The RECIPIENT will train Incarcerated Individuals regarding the work to perform as well as any safety requirements specific to the project site and in the use of any specialized equipment.
- B. For work performed in one static location, RECIPIENT will provide project and site specific safety, equipment, and PPE training as well as instruction in the use of any specialized equipment. The RECIPIENT will provide such training and instruction on the first day of each new project and again if and whenever the work changes to involve tasks or equipment for which the RECIPIENT has not trained the workers.
- C. For the same types of Level one or Level two work performed at successive locations, the RECIPIENT must provide the required training and instruction, described in Section 9(B) above, on the first day of work and again if and whenever the work changes to involve tasks or equipment for which the RECIPIENT has not trained the workers.
- D. The RECIPIENT will ensure that all safety training is in compliance with all applicable laws and regulations including, but not limited to, Division of Occupational Safety and Health (DOSH) regulations and the Washington Industrial Safety and Health Act (WISHA).
- E. Training provided by RECIPIENT can be in a variety of forms including, but not limited to, video, audio, electronic, Power Point, or/and printed instruction with illustrations. RECIPIENT provided training may be administered by DOC but source material shall be provided by the RECIPIENT. DOC has the sole discretion to supplement training provided by the RECIPIENT.

10. CONTRACT MANAGEMENT

The contract manager(s) for each of the Parties shall be responsible for and shall be the contact person(s) for all communications regarding the performance of this Agreement. Either party may, with written notice to the other, designate different contact persons.

RECIPIENT: Todd Dana, Facilities Manager, (206) 835-7317, todd.dana@cjtc.wa.gov

DOC: Karin Arnold, Associate Superintendent, (253) 858-4615, kbarnold@DOC1.wa.gov

11. SUPERVISION & TRANSPORTATION

- A. The Work: Work level definitions are found in the *Class IV Project Matrix*, attached hereto and incorporated by reference as *Attachment B*. The following are supervision requirements pertaining to the Work Project Levels:

- 1) For Level 1 and 2 Work Projects:

DOC will supervise the work performed, in conformance with training provided by RECIPIENT in accordance with Section 9 above, and maintain daily oversight of the project until completed.

2) For Level 3 Work Projects:

RECIPIENT will supervise the work performed by Incarcerated Individuals, in conformance with training provided by RECIPIENT in accordance with Section 9 above, and maintain daily oversight of the project until completed.

B. Security: For all work project levels, a Correctional Officer will be present at all times to provide for the security and custody of Incarcerated Individuals and the safety of the public at large.

C. On-Site Illness/Accidents: A first aid qualified Correctional Officer will be present at the worksite at all times. In the event of DOC Individual illness or injury, DOC will provide the appropriate first aid. If necessary, and as available, emergency medical assistance will be called, or the Individual will be transported to the nearest medical facility for treatment.

1) Expenses:

a) Illness. DOC will pay all expenses related to treatment of DOC Individual illness.

b) Injury. The cost of treatment provided to Incarcerated Individuals beyond first aid for any and all work related injuries will be paid in accordance with Title 51 RCW.

c) The DOC's L&I Account Number, 439,048-35, will be the account number used by Incarcerated Individuals, DOC and medical providers when reporting Incarcerated Individuals' work related injury.

D. Transportation: DOC has sole responsibility to transport of Incarcerated Individuals to and from the work project site.

12. PUBLIC RELATIONS

Neither party shall arrange for media coverage without the consent of the other party, nor shall either party release information to the media without the consent of the other party. This includes, but is not limited to any reference in print, television, audio, video, and social media without the consent of the other party.

13. WORK PRODUCT and PERFORMANCE

Washington State and DOC, including its agents and/or employees:

- A. Are not responsible for, and do not guarantee, the quality of the work performed or products produced by Incarcerated Individuals on work crews;
- B. Shall not be required to pay other workers to re-do or repair the work performed by the Incarcerated Individuals; and
- C. Are not responsible for damages to third parties resulting from the work performed or products produced by Incarcerated Individuals on work crews.
- D. The RECIPIENT will pay all costs agreed to for services rendered under this Agreement, regardless of the quality of the work performed or products produced by the workers.

14. INDEMNIFICATION

A. RECIPIENT, its agents, and/or employees:

- 1) Are responsible for any damages resulting from the negligence of the RECIPIENT, its agents, and/or employees; and

2) Will indemnify, defend, and hold harmless DOC for claims arising from the negligent acts or omissions of the RECIPIENT, its agents, and/or employees.

B. DOC, its agents, and/or employees:

1) Are responsible for damages that arise out of DOC, its agents, and/or employees' negligent security supervision of Incarcerated Individuals.

C. In accordance with the laws of the state of Washington and to the extent permitted by law, if both Parties to this Agreement are negligent and jointly liable, each party will assume responsibility for its own negligent acts or omissions.

16. INSURANCE

Both parties will maintain insurance as required by State law.

17. PUBLIC BENEFIT NON-PROFIT

In order to utilize work crew services, RECIPIENTS that are non-profits, must be public benefit non-profits, as defined by the federal Internal Revenue Service (IRS). Those that are public benefit non-profits must provide proof to DOC of official IRS designation as a (501(c) (3) Charitable Organization or a (501(c) (4) Social Welfare Organization.

The RECIPIENT must provide the DOC Contract Manager listed in Section 10, CONTRACT MANAGEMENT above, with proof of its IRS public benefit non-profit designation.

18. AMENDMENTS AND MODIFICATIONS

Amendments or modifications to this Agreement shall not be binding unless agreed to in writing by the Parties hereto prior to such change or modification. Only the DOC Secretary or designee has the authority to alter, amend, modify, or waive any clause or condition of this Agreement for DOC.

19. WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the Department.

20. SEVERABILITY

The terms and conditions of this Agreement are severable. If any term or condition of this Contract is held invalid by any court, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

21. ENTIRE AGREEMENT

This Agreement, including referenced Attachments, represents all the terms and conditions agreed upon by the Parties. No other understanding or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. As used herein, reference to the Agreement shall include this Master Agreement, fully executed amendments to this Agreement, and any Work Project Descriptions executed and attached hereto.

THIS Agreement, consisting of six (6) pages and four (4) attachments, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

**WASHINGTON STATE CRIMINAL
JUSTICE TRAINING COMMISSION**

DocuSigned by:

Monica Alexander

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(Signature)

Monica Alexander

(Printed Name)

Executive Director

(Title)

1/12/2023

(Date)

DEPARTMENT OF CORRECTIONS

DocuSigned by:

Daryl Huntsinger

3BF3FE637EDB403...
(Signature)

Daryl Huntsinger

(Printed Name)

Contracts Administrator

(Title)

1/12/2023

(Date)

Approved as to Form

By: John C. Dittman, Assistant Attorney General

Date: December 29, 2020