

**WAC 137-80-035 Class V: Community restitution, work release, and community supervision or custody.** (1) Individuals in this class reside in the community. They are:

- (a) In court ordered community restitution programs;
- (b) In work release status; or
- (c) Under community supervision or custody.

(2) Class V services may be initiated by the department or provided at the request of an eligible recipient; a 501(c)(3) public charity, a 501(c)(4) social welfare nonprofit organization, a public agency or a cemetery registered and authorized by the IRS as 501(c)(13) Cemetery Companies. Allowable Class V services are limited to those included in the Class V Project Matrix, as now existing or hereafter revised.

(3) Two types of Class V services are available. The first or standard (standard) service is paid for by the recipient. The second, a "goodwill service," (service) is paid for by the department.

(4) Class V services are performed in the community, generally in the county in which the workers reside.

(5) Standard Class V services:

(a) Require a master agreement, written in the department's office of contracts and legal affairs and signed by the department secretary or contracts administrator and the recipient's authorized representative. The master agreement must be signed by both parties before a work project description, which operates under the master agreement to detail the responsibilities of each party for each project, is signed and services may begin.

(b) May be operated by the department or by another public agency. The department may, by written contract, operate Class V crews that include individuals under the jurisdiction of other governmental entities. The department's temporary authority over such individuals is limited to that which is necessary for those individuals to participate on department Class V community restitution crews.

(c) When Class V community restitution crews are operated by the department, the department will:

- (i) Transport workers to and from work locations;
- (ii) Provide one correctional officer to supervise workers for security and public safety;
- (iii) Provide supervision of the work for Level 1 and Level 2 work projects and determine, at its own discretion, whether additional officers are necessary at the work location to supervise;
- (iv) Immediately suspend work when/if hazardous materials or conditions are discovered at a work location and inform the recipient so that it can make appropriate notifications for further assessment;
- (v) Pay L&I workers' compensation premiums on behalf of the recipient at the rates assigned to the department by L&I;
- (vi) Invoice the recipient monthly for all costs associated with each project.

(6) The recipient of standard Class V services will:

(a) Provide workers with relevant job specific and site specific safety training, instruction in the use of any specialized equipment and instruction in the proper use of personal protective equipment;

(b) At no cost to the department, supervise the work and direct the workers performing Project Matrix - Level 3 work which is more complex and may involve additional risk;

(c) Pay the department monthly for the services provided during the previous month. Invoiced costs include, but may not be limited to, mileage at the then current state mileage rate, for transporting work-

ers to and from the work location; L&I workers' compensation premiums; supplies and materials; and other costs negotiated between the parties which may include the salary and benefits of additional correctional officer(s) needed by the department at the work location;

(d) Not request any type of work determined by the department to be unsafe and included on its Class V prohibited work list as now existing or hereafter revised.

(7) Jointly, both parties to the agreement will conduct a hazardous conditions and materials assessment of the work location. Based upon the written assessment, the recipient will determine, with department concurrence, the specific personal protective equipment that must be provided to workers to perform the requested services or whether the recipient must perform site remediation before work can begin.

(8) For Class V goodwill services:

(a) The secretary or designee will determine the goodwill criteria. The criteria, applications and service agreements will be provided to each community corrections location which will: Require eligible nonprofit recipients to sign and submit a completed application to the location from which services, if approved, will be provided. Every location will assess applications based upon the Class V goodwill services criteria developed by the secretary or designee;

(b) Approved goodwill service agreements must be signed by the authorized DOC signatory or designee and the recipient's authorized representative before work may begin;

(c) A copy of each signed goodwill service agreement will be emailed to the department contracts and legal affairs office within two calendar days after signature by the second of both parties;

(d) The department will pay for all costs associated with approved goodwill services including mileage, equipment, staff time and workers' compensation premiums. Recipients will not reimburse the department for such costs; and

(e) A community corrections location may, at its own discretion, conduct the advance hazardous conditions and/or materials inspection itself or waive the requirement. Any waiver of the requirement will be based upon experience with the work location or the work to be performed.

(9) For all Class V services:

(a) The department will:

(i) Screen and select the workers for crews based upon eligibility criteria developed by the department;

(ii) Immediately suspend work if hazardous materials or conditions are discovered at a work location and inform the recipient so that it can make appropriate notifications for further assessment and remediation;

(iii) Transport workers to and from work location;

(iv) Provide custody and security supervision of the workers;

(v) Provide or coordinate any educational components of the program;

(vi) Except at the department's discretion for goodwill services, the parties will jointly conduct a hazardous conditions and materials assessment of the work location. Based upon the written assessment, the recipient will determine, with department concurrence, the specific personal protective equipment that must be provided to workers to perform the requested services. The department will determine whether the recipient must perform site remediation before workers can begin to work at a given work location.

(b) The department will not reimburse any recipient, for liability insurance costs associated with the services provided.

(c) The department will adhere to the Class V Project Matrix level designations and limit the types of work performed to those included in the Class V Project Matrix as now existing or hereafter revised.

[Statutory Authority: RCW 72.01.090 and 72.09.100. WSR 20-13-054, § 137-80-035, filed 6/12/20, effective 7/13/20; WSR 15-20-010, § 137-80-035, filed 9/24/15, effective 1/1/16.]