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GOVERNOR

State of Alabama Department of Corrections

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JOHN Q. HAMM
COMMISSIONER

January 3, 2023

ADMINISTRATIVE REGULATION
NUMBER

410

OPR: MEN'S AND WOMEN'S SERVICES

WORK RELEASE ORGANIZATION AND FUNCTION

I. GENERAL

This Alabama Department of Corrections (ADOC) Administrative Regulation (AR) establishes the responsibilities, policies, and procedures for the organization and function of Work Release.

II. POLICY

It is the policy of the ADOC to assist Minimum-Community custody inmates in preparing for release and to aid in their transition from a structured institutional environment back into the community.

III. DEFINITION(S) AND ACRONYM(S)

- A. **Community-Based Facility:** An ADOC Facility which houses Minimum-Community custody inmates.
- B. **Day Labor:** Work performed where the Work Release Program participant is hired and paid one day at a time.
- C. **Exploitation:** The act or fact of treating someone unfairly to benefit from their work, to include, but not be limited to, unfair payment.
- D. **Institutional Job Review Board:** A multi-disciplinary board responsible for screening inmates for job placement within the Work Release Program. This Board is comprised of, but not limited to, the Job Placement Officer (JPO), classification personnel, and a Correctional Captain. The Board receives final approval through the Warden.

- E. **Job Placement Officer (JPO)**: An individual designated by the Facility Warden/Designee to oversee the job selection process for inmates participating in the Work Release Program and to supervise inmates in the Program.
- F. **Minimum-Community Custody**: The custody level of inmates who are allowed gainful employment in the community on a full-time basis and are supervised in community-based facilities when not working.
- G. **Work Release Program**: A transitional/rehabilitative type program in which selected inmates are allowed to leave a community-based facility for gainful civilian employment on a full-time and part-time basis and return to the facility when not working.

IV. **RESPONSIBILITIES**

- A. The Deputy Commissioners for Men's and Women's Services have overall responsibility for developing, administering, and coordinating the Work Release Program.
- B. The ADOC General Counsel is responsible for ensuring compliance with ADOC policies and state and federal law regarding the execution of ADOC contracts.
- C. The Director of Classification is responsible for identifying inmates for participation in the Work Release Program.
- D. The Research and Planning Director is responsible for preparing a monthly report capturing Work Release Program data.
- E. Work Release Program Wardens/Designees are responsible for the operation, security, administration, accountability, and maintenance of their respective facilities.
- F. The Institutional Business Office Manager/Designee is responsible for ensuring that Work Program contracts (ADOC Form 410-A, *Work Release Program Employer Agreement*, and Form 410-B, *Work Release Program Inmate Agreement*) are up to date and that proper payment is received from the employer.
- G. The JPO/Designee is responsible for ensuring that the proper inmates designated for the Work Release Program are assigned to the correct job. The JPO/Designee is also responsible for ensuring that the employer and inmates follow all ADOC rules and regulations and applicable contracts, including: ADOC Form 410-A, *Work Release Program Employer Agreement*, and Form 410-B, *Work Release Program Inmate Agreement*.

V. **PROCEDURES**

- A. The Director of Classification identifies inmates who are eligible to participate in the Work Release Program based on criteria established in the ADOC Classification Manuals.
- B. The JPO selects inmates from those identified as eligible to participate in the Work Release Program by the Director of Classification. The JPO recommends identified inmates to the Institutional Job Review Board.
- C. The Institutional Job Review Board will review and select inmates for employment, in accordance with AR 444, *Inmate Work Programs*.
- D. The Warden/Designee has final approval for placing identified inmates in a specific job placement.
- E. In considering a particular job placement, the Warden/Designee shall determine that:
 - 1. The inmate will not be subject to exploitation;
 - 2. The inmate will receive compensation equal to that of comparable workers and no less than federal minimum wage;
 - 3. The inmate will not be employed under adverse or unacceptable working conditions; and
 - 4. The worksite is managed in a manner that reasonably ensures accountability for the inmate while onsite.
- F. Inmates assigned to Work Release Programs shall not be employed as strike breakers, allowed to join labor unions, or be used in impairing any existing contracts.
- G. No inmate granted privileges of the Work Release Programs shall be deemed an agent, employee, or involuntary servant of the ADOC while involved in the free community or while going to and from employment or other specified areas.
- H. Work Release Program employment neither constitutes nor implies a contractual agreement between the employer and the ADOC beyond the scope of the specific job placement of the inmate, as detailed in the attached Work Release Employer Agreement and Job Description and Supervisor Plan.

- I. Inmates assigned to the Work Release Program may not enter into any contract without written approval of the Warden/Designee in consultation with the ADOC Legal Division.
- J. Inmates assigned to the Work Release program may not operate any motor vehicle without the written approval of the Warden/Designee and in accordance with AR 441, *Inmate Drivers*.
- K. Type of Work:
 - 1. Generally, there is no restriction on the types of jobs in which Work Release Program participants may be employed, except, and not limited to, the following:
 - a. Under no circumstances will Work Release program participants be allowed employment of any type where the major business is dispensing alcoholic beverages, such as lounges, bars, nightclubs, discos, or other establishments serving alcohol.
 - b. Careful consideration will be given to employment in food establishments serving alcoholic beverages, such as restaurants and country clubs, which assure that the Work Release Program participants do not serve alcohol and have no unsupervised contact with alcohol-related products.
 - 2. Each job offer will be investigated by the JPO/Designee to determine that it is consistent with Work Release Program policies and objectives. The expectation is that the job selected will be that which best fulfills the mission of ADOC.
 - 3. Preference will be given to jobs related to prior training, work experience, or institutional training and that are suitable for continuation as post-release employment.
- L. Disbursement of Earnings:
 - 1. The earnings of the inmate will, whenever possible, be made payable to the ADOC and the inmate. All required deductions will be made by the employer just as they apply to any other employee.
 - 2. Forty percent (40%) of an inmate's gross earnings will be deducted by the ADOC to assist in defraying the cost of his/her incarceration. The balance will be credited to the Inmate Trust Fund (ITF) account. When restitution, court costs, attorney fees, or

child support have been court ordered, the inmate may be required to make incremental payments towards the sum so ordered.

3. Inmates participating in the Work Release Program may draw up to \$45.00 per week from their personal (ITF) funds subject to actual funds being available.
4. The ADOC will deduct the cost of any positive drug screen from the inmate's ITF account.
5. Any remaining ITF funds will be dispensed to the inmate upon his/her release.

M. Transportation:

1. Those inmates using a departmental vehicle will be assessed a fee of two dollars and fifty cents (\$2.50) one-way or five dollars (\$5.00) round-trip for transportation to and from employment. Medical trips will be free.
2. Wardens/Designees will ensure that each inmate's ITF account is debited weekly for inmate transportation to and from employment provided by departmental vehicles.
3. The Business Office Manager/Designee will post, on a weekly basis, all transportation charges as determined by the Facility's Daily Log or the Inmate Sign-In/Sign-Out Log. Charges will then be posted to the inmates' accounts in accordance with instructions included within the automated ITF system.
4. All inmates agree to pay transportation charges for using ADOC vehicles as a condition of participation in the Work Release Program. No withdrawal request will be required from the inmate in order to post transportation charges.
5. The Business Office Manager/Designee will issue a check on the inmates' ITF accounts for weekly total transportation charges and submit it to ADOC Central Accounting for deposit it into the Corrections Special Revenue Fund (fund number 0382).
6. Any exceptions to the use of state vehicles (such as the employer providing transportation or the inmate walking to the job site) must be approved in writing by the Warden/Designee.
7. Inmates will not be permitted to utilize any personally-owned vehicles for their transportation.

- N. Work release inmates are authorized to wear civilian clothing deemed suitable to the type of employment and in accordance with ADOC policy.
- O. All leave and passes will be conducted in accordance with AR 405, *Inmate Emergency Visit, Pass, and Leave Program*.
- P. Removal of an inmate from the Work Release Program is a decision made by the Warden/Designee in accordance with public safety and institutional security concerns, disciplinary regulations, classification procedures, and established policies.
- Q. The JPO/Designee will conduct periodic job checks of Work Release Program inmates on the job, will conduct employer interviews, and will search inmate work areas as needed. This is not designed or intended to disrupt work but to provide support and gather information regarding the program.
- R. Accounting and Reports:
1. Accurate accounting of all money earned, disbursements, and expenditures will be conducted by the Business Office of the Work Release Center. Monthly reports will specify the number of men/women in the Work Release Program, money earned, taxes, and deductions made, removals if any, and other information deemed appropriate.
 2. The designated Work Release Center staff will submit the facility's monthly reports to ADOC Central Accounting and the Research and Planning Division.
 3. The Research and Planning Division will prepare a monthly statistical report, which will contain each facility's Work Release Program information for publication on the ADOC website.
- S. Before an inmate reports to his/her assigned job placement, the JPO/Designee must provide an orientation to the inmate outlining the rules and expectations of the program.
- T. When an inmate is accepted into the Work Release Program, he/she must understand and sign the Form 410-B, *Work Release Program Inmate Agreement*.
- U. Before a Work Release program participant begins work, his/her employer must complete and sign Form 410-A, *Work Release Program Employer Agreement*.

VI. DISPOSITION

Any forms used will be disposed of and retained according to the Departmental Records Disposition Authority (RDA).

VII. FORMS

- A. ADOC Form 410-A, *Work Release Program Employer Agreement*.
- B. ADOC Form 410-B, *Work Release Program Inmate Agreement*.

VIII. SUPERSEDES

This Administrative Regulation supersedes AR 410, *Work Release Organization and Function*, dated September 2, 1997.

IX. PERFORMANCE

- A. Code of Alabama, 1975, Section 14-8-6.
- B. Code of Alabama, Title 14, Chapter 8.
- C. ADOC Male and Female Classification Manuals.
- D. Administrative Regulation 405, *Inmate Emergency Visit, Pass, and Leave Program*.
- E. Administrative Regulation 441, *Inmate Drivers*.
- F. Administrative Regulation 439, *Community Work Center/Community Based Facility Inmates Working on Community Projects and Safety Training for Inmates Working Near Roadways*
- G. Administrative Regulation 444, *Inmate Work Programs*.

Attachment(s):

- A. *Inmate Employee Assigned to the Employer (Attachment A)*.
- B. *Personally Owned Vehicle (POV) Information (Attachment B)*.
- C. *Employer Information (Attachment C)*.



John Q. Hamm
Commissioner

**WORK RELEASE PROGRAM EMPLOYER AGREEMENT
ADOC FORM 410-A**

This Work Release Program Employer Agreement (“Agreement”) has been entered into by _____ (“Employer”) and the Alabama Department of Corrections _____ (“Institution” or “ADOC”).

RECITALS

WHEREAS Employer is in need of workers to employ in general services; and,

WHEREAS, the ADOC has within its custody certain inmates who are capable of providing the services requested by Employer.

NOW, THEREFORE, the Parties agree to execute the following Agreement as follows:

TERMS

1. **TERM**: The term of this Agreement shall begin on _____ 20____, the date last signed below, and shall continue for one (1) year. Thereafter, upon mutual agreement of the Parties, it may be renewed in one (1) year increments.
2. **BUSINESS OPERATION**: If Employer is required by law or local ordinance to have a business license, a copy of the license must be provided to and will be retained at the Work Release facility. If no business license is required according to law, Employer must show proof to the Facility Warden/Designee that the work to be done by the inmate is directly related to the business and is necessary in carrying out the company’s normal and ongoing business function. Employer must produce business receipt documentation at the request of the Facility Warden/Designee to show the legitimacy of the Employer’s operations.
3. **DESCRIPTION OF WORK AND SUPERVISION PLAN**: Prior to executing this Agreement, the Employer warrants that it has submitted the attached Description of Work and Supervision Plan, which is hereby attached and incorporated as if set forth herein, indicating the type of work to be provided, the supervision plan, and whether the Employer will be providing transportation. By his/her signature below, the Warden certifies that he/she, or his/her designee, has reviewed and approved the Description of Work and Supervision Plan. The inmate must be utilized ONLY for the job described. At no time shall the work performed be in another state. Failure of the Employer to comply with this provision shall be considered a breach to this Agreement, and may be grounds for immediate termination, in the sole discretion of the ADOC.
4. **CHANGES**: The Description of Work and Supervision Plan may be changed without formally amending this Agreement, provided that the changes shall be agreed upon by the

Warden/Designee and the Employer at least seven (7) days in advance of the planned change and such changes are in writing and made part of this Agreement.

5. **SCHEDULE**: Employer must email a detailed inmate work schedule to the facility in advance of the inmate reporting to work. If an inmate is needed for overtime, Employer must call and inform the JPO/Designee and indicate approximately when the inmate will be finished. The JPO/Designee will ensure that the change is authentic by calling the official number that was provided to the facility by Employer.
6. **USE OF INMATE LABOR**: Employer must pay for inmate labor in the same manner as for any other employee and must comply with applicable requirements established by the Fair Labor Standards Act. Inmate labor is to be paid at the agreed upon rate but not less than the Federal minimum wage. Employer must not use Work Release Program inmates to displace current employees, as strikebreakers, or otherwise to impair existing labor contracts. Employer is not allowed to subcontract inmate labor to other employers. Inmates are not allowed to leave the State of Alabama at any time for any reason.
7. **PAYMENT**: Employer must pay the inmate by payroll check made payable to the inmate and ADOC and must include the inmate AIS# (Alabama Inmate Serial #) on the payee line. The inmate must not be allowed to handle the check. No cash payment is allowed. Employer may mail the checks or money orders directly to the Work Release Facility or arrange to have checks or money orders delivered to the facility upon approval by the Warden/Designee. If Employer is not current with payment for work provided, Employer may be prohibited from utilizing inmate employees.
8. **DAY LABOR**: For inmate day labor, Employer must hand-deliver checks or money orders to the Work Release facility Business Office on the same day the inmate is returned. The Business Office Manager/Designee will calculate the amount of wages due when the inmate is returned to the facility based upon the number of hours away from the facility and the agreed upon rate of pay.
9. **COMPUTATION OF PAYMENT**: Excluding commuting time and meal periods, the hours the inmate is away from the facility will be considered as work time. For transportation provided by Employer, travel to and from worksite may be deducted from the hours worked by the Work Release Program inmate (up to a maximum of 30 minutes each way). One-hour break for meals may be deducted if the inmate is out more than four (4) hours and a meal break is actually taken. Picking up materials, bad weather, other errands, or natural delays are not to be deducted from hours worked. If Employer does not want to pay during situations such as this, the inmate should be returned to the facility. In the event of a work disruption and Employer does not intend to pay the inmate wages, the inmate is to be returned to the facility or the facility is to be contacted to pick up the inmate. State provided transportation is not paid work time.

10. **COMPLIANCE:** Employer must comply with Internal Revenue Service requirements regarding withholding, filing, and reporting. Employer must provide evidence of compliance to the Work Release facility either by the detailed pay stub showing the work/pay period and withholding information or, in the absence of a pay stub, by providing the information in the remark section of the check or money order. Employer agrees to act in accordance with any garnishment order received and further agrees to provide the Work Release facility's Business Office with a copy of the order and/or the name of the court, case number, and garnishment amount or rate.
11. **END OF EMPLOYMENT:** W-2 forms and final paychecks for inmates who no longer work for Employer are to be sent to the Work Release facility Business Office. When an inmate is released from the ADOC custody and continues in his or her position with Employer, any paycheck that covers a period split by the release date will be sent to the facility.
12. **SUPERVISION:** Employer must properly supervise the inmate worker. Proper supervision may include, but is not limited to, consistent visual observation of the inmate's activities by the employer or a supervisor and verbal communication between the employer or supervisor and the inmate on a consistent basis.
13. **TRANSPORTATION:** Employer must complete the Privately Owned Vehicle (POV) form (Attachment B) if Employer will be driving the inmate to or from the job site. Employer must have liability insurance to drive in the state of Alabama. If an inmate rides in a company or privately owned vehicle, the employer must have insurance that covers the inmate.
14. **INMATE CONDUCT:** Inmates shall comply with all federal, state, and local laws and ordinances and all ADOC rules and regulations. Inmates are not allowed to mail anything or receive any mail while away from the Work Release facility. All inmate mail shall be sent and received at the Work Release facility. Inmates are not allowed to use the phone while at Employer's job site unless there is an emergency and Employer approves the use of the phone and notifies the Work Release facility. Inmates are not allowed to go shopping or bring anything back to the facility that they did not possess when they left the facility, without the Warden/Designee's written approval. Inmates are not to make any purchases or enter contracts not specifically authorized in writing by the Warden/Designee. Inmates are not to purchase, have in their possession, nor consume alcoholic beverages or natural or synthetic narcotics or drugs in any form, nor serve or accept alcoholic beverages. Inmates are allowed to have ADOC-authorized KOP (keep on person) medications as needed. Inmate employee contact with visitors, including, but not limited to, family members or friends, is prohibited while the inmate is on the job and otherwise away from the Work Release facility. No ADOC inmate is allowed to give blood to the American Red Cross, or any other organization, without specific written approval from the Warden/Designee. Inmates are not allowed to drive any vehicle unless necessary for the

performance of the job and prior written approval has been obtained from the Warden/Designee and the inmate has a valid Driver's License on his/her person. Inmates are not allowed to attend Employer cookouts or parties unless approved by the Warden/Designee, in writing, prior to the event. Inmates are not allowed to attend any events away from the job site.

15. **EMPLOYER CONDUCT**: Employer shall not make outside medical, dental, or other appointments for the inmates. Employer must not loan money or purchase anything for or on behalf of the inmate. Employer is not authorized to deduct purchases or cash advances from the inmate's paycheck, except for meal deductions and purchases of safety or work equipment for which written approval was provided in advance by the Warden/Designee. If an inmate fails to follow any rule, or refuses to work as requested, notice shall be given in writing, to the JPO/Designee upon the inmate's return to the Work Release Facility. Additionally, inmates shall not have access to cellular phones, illegal or synthetic drugs, or alcohol for any reason. Employer understands that any person who provides any of these items or any other contraband will result in investigation by the ADOC Law Enforcement Services Division and may result in criminal prosecution. Employer agrees to notify the ADOC in the event that such activity is suspected. Failure of Employer to comply with this Section may, in the sole discretion of the ADOC, result in immediate termination of this Agreement.
16. **REMOVAL OF INMATES**: The agreement notwithstanding, ADOC retains authority over inmate employees and may remove inmate employees from any job site at any time.
17. **AUTHORIZED INMATE AREAS**: Authorized areas for inmates shall be limited to the assigned work areas, break areas, non-public outside smoking area, and restrooms. Inmates are not allowed in Employer's parking lot, except when arriving to or leaving the job site. Inmate employees, with written prior approval from the Warden/Designee, may purchase meal items from area retailers, but must return to the job site for the meal period.
18. **IMMEDIATE NOTIFICATIONS**: If it is determined that an inmate is missing, Employer must call the JPO/Designee immediately. Employer is not to spend time looking for the inmate. ADOC personnel will be dispatched to assist in locating the inmate. Employer must immediately notify the JPO/Designee in the event an inmate employee is questioned, detained, or arrested by law enforcement officials. Employer is expected to contact the JPO/Designee immediately should an inmate employee's behavior become irrational, disorderly, and/or the inmate is terminated from employment. Employer agrees to provide a written statement when requested by ADOC personnel regarding certain situations or events that occurred on the job involving inmate employees.
19. **PROOF OF INSURANCE**: Employee insurance coverage required by law (liability, comprehensive, workman's compensation, etc.) for civilian employees also is required for

inmate employees. Employer must submit proof of required insurance coverage to the Warden/Designee.

20. **PROTECTIVE EQUIPMENT**: Employer shall require all inmates to wear protective equipment associated with the directed task. Employer shall provide the inmates with the protective equipment. Failure of an inmate to use the protective equipment shall be considered a failure to follow the rules and regulations, and Employer shall notify the JPO/Designee.
21. **MEDICAL**: In the event of injury or illness of an inmate while on the job site, Employer shall immediately contact the JPO/Designee, and the ADOC will immediately pick-up that inmate from the job site. In the event of serious or life-threatening injury, Employer shall first notify the proper emergency authorities (including, but not limited to, an ambulance service) and then contact the ADOC as soon as possible. ADOC will be responsible for the payment of any medical expenses, but Employer is responsible for Workmen's Compensation type injuries.
22. **TERMINATION**: Notwithstanding any other provision in this Agreement, the Parties may terminate this Agreement without cause with thirty (30) days written notice to the other party.
23. **NOTICE**: Notices shall be made to the persons designated below in the included contact information as the Warden/Designee and Agency Representative.
24. **NO ASSIGNMENT**: At no time shall Agency assign its rights or obligations under this Agreement. Inmates shall only be utilized by the Agency pursuant to this agreement and the approved and attached Job Description and Supervisor Plan. Subcontracting, providing, sending, or loaning inmates to another entity in any way, or allowing inmates to work on private land or for private use, will be considered a breach of this Agreement, and the ADOC may terminate this Agreement immediately.
25. **DEBT TO STATE**: It is agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may during the course of this Agreement be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect.
26. **ALTERNATIVE DISPUTE RESOLUTION**: In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment for the State of

Alabama. For any and all other disputes arising under the terms of this Contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation, subject, however, at all times to the sovereign immunity of the State. Such dispute resolution shall occur in Montgomery, Alabama utilizing, where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

27. **IMMIGRATION**: The Parties agree, and hereby acknowledge, that all terms, covenants, and conditions, or actions taken under this Agreement shall comply with all applicable state, federal, or local laws, including the Alabama Beason-Hammon Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
28. **PREA**: Pursuant to Alabama Code Section 14-11-31 as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act (“PREA”), any type of sexual contact with or sexual harassment of an inmate in the custody of the ADOC by one who is responsible for the care, control, or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony – custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Assault and Harassment Awareness (Prison Rape Elimination Act (PREA)). The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the State or Federal laws referenced above, shall be reported immediately to the Warden of the facility to which he or she is assigned, or the Warden’s designee.
29. **BOYCOTT CERTIFICATE**: In compliance with Act 2016-312, as codified Code Section 41-16-5, Employer hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
30. **INDEPENDENT CONTRACTOR**: It is understood that Employer and its agents and employees are independent contractors and will not be entitled to the benefits of the State Merit System under this Agreement.
31. **MODIFICATIONS**: The Parties agree that this Agreement, the Job Description and Supervisor Plan (and any approved amendments thereof), and all referenced or attached Administrative Regulations and/or Standard Operating Procedures make up the entire

agreement between the Parties. Any changes, amendments (other than amendments to the Job Description and Supervisor Plan), and/or extensions shall be in writing and signed by both parties to be binding.

32. **STAARS**: Contractor is required to be registered as a vendor in the State’s STAARS accounting system in order to receive payment from the State. It is understood that payments may be delayed at the end of the fiscal year, which shall not be considered a breach. Invoices shall be submitted to the following address:

Alabama Department of Corrections
Attn: Samson Ervin, Fiscal Office
301 S. Ripley Street
Montgomery AL 36104

33. **SECURITY**: All persons, including contractors, entering any ADOC facility are subject to a background check and security check of their person and personal property (including any vehicle), and may be prohibited from entering the facility in accordance with ADOC regulations. Additionally, any person found to have violated any security regulation may be barred from entering any ADOC facility

Agency Representative Signature	Printed Name	Date
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ADOC Warden/Designee Signature	Printed Name	Date
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CONTACT INFORMATION

ADOC Warden/Designee

Agency Supervisor/Representative

Phone Number

Phone Number

Agency Invoice Address

*Additional contacts, designees, and/or supervisors, or updated contact information, may be added as needed without formal amendment, but shall be attached hereto.

Description of Work and Supervision Plan

Company/Business: _____

Employer Name (Print) _____ **Date:** _____

Will the inmate ride the state van? _____ **Will the inmate ride in a POV?** _____
(If POV is checked, please complete Attachment B)

Description of Work and Supervision Plan:

Employer Signature: _____ **Date:** _____

Job Placement Officer/Designee approval: _____

Signature

Warden/Designee approval: _____

Signature

ALABAMA DEPARTMENT OF CORRECTIONS
WORK RELEASE PROGRAM
INMATE AGREEMENT
Form 410-B

1. I understand that I am being assigned to a Work Release Facility initially in Minimum Custody and will not be considered in full Minimum Community Custody until I am placed in a salaried job, and then I will be placed in Minimum Community Custody.
2. I understand and agree that, while I am gainfully employed, the ADOC will withhold 40% of my net pay (take home pay minus 40% of gross pay) and that amount ordered by the court each pay period to pay any court-ordered monies, including but not limited to, restitution, court costs, and attorney fees, which the clerk of the sentencing court reports being owed by me, and any other court-ordered monies.
3. I understand and agree that the ADOC will deduct from my Inmate Trust Fund (ITF) account \$2.50 one-way or \$5.00 round-trip for cost of transporting me to and from my job site or any other outside activity while I am gainfully employed. The ADOC will deduct the cost of any positive drug screen from my ITF account.
4. I understand that the ADOC may deduct \$15.00 per month for laundry service while I am assigned to a Work Release facility.
5. I understand that any medical treatment I receive as an ADOC inmate will be provided by the current medical provider contracted by the ADOC. If I have sufficient private insurance or funds on my ITF account and desire free world medical treatment, I can, with the written approval of the Warden/Designee, receive such private treatment.
6. I will leave and return to the Work Release Facility at the times specified by ADOC security staff. Should my employer require my services for overtime, it must be approved in advance with the JPO/Designee.
7. I will not ride in or on any private vehicle, unless such transportation is in connection with my employment, and the Warden/Designee has granted prior permission in writing.
8. I will not drive a vehicle unless authorized by the Warden/Designee in writing and only if I have a valid Driver's License on my person. I will not operate a vehicle while on pass or leave.
9. I will not make any purchases or enter into any contracts unless I am specifically authorized in writing to do so by the facility Warden/Designee.

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10. I will not enter any free-world store or business unless I have specific written approval from the Warden/Designee.
11. I will not purchase, have in my possession, nor consume alcoholic beverages or natural or synthetic narcotics or drugs in any form, nor serve or accept alcoholic beverages.
12. I will conduct myself as a good citizen and comply with all municipal, state, and federal ordinances and laws and all ADOC rules and regulations.
13. I will avoid association with any persons of questionable reputation.
14. I will not visit any visitors, relatives, or friends while participating in the Work Release Program.
15. I will not give blood to the American Red Cross, or any other organization, without specific written approval from the Warden/Designee.
16. I will not leave the State of Alabama at any time for any reason.
17. I understand that if I violate any of these conditions, I may be removed from the privilege of the Work Release Program and returned to a major institution.
18. I further understand that my failure to return to my Work Release Facility is punishable as prescribed by law.

I certify that I have read (or had read to me) this document in its entirety, and that I fully understand and will abide by the rules and conditions.

By your signature below, you acknowledge that you have received orientation regarding the rules and regulations of this facility and acknowledge that you were informed that this orientation is available in the law library for your use.

_____	_____	_____
Inmate's Name	AIS No.	Date

JPO/Designee

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Inmate Employee Assigned to the Employer
(Form 410-A, Attachment A)

This form should be completed for each inmate employee assigned to the employer.

Date: _____

Business/Company: _____

Company Representative: _____

Inmate's name: _____ **AIS#** _____

Rate of pay: _____ **per** _____

Frequency of paychecks: _____

Job Placement Officer/Designee's approval: _____
Signature

Form 410-A, Attachment A, January 3, 2022

**Personally Owned Vehicle (POV) Information
(Form 410-A Attachment B)**

TO: Warden/Designee, _____
FROM: Inmate _____ AIS# _____
RE: Permission to ride to and from work in vehicle not owned by the State of Alabama.
DATE: _____

I request that I be allowed to ride to and/or from my assigned Work Release job in the vehicle described below. This vehicle is not owned by the State of Alabama. I will not drive, nor attempt to drive, this vehicle.

Inmate signature: _____

Vehicle Data

Registered to: _____

Address: _____

Make: _____

Model: _____

Year: _____

Color: _____

Tag #: _____

VIN #: _____

Driver Signature (or owner): _____

Insurance Company: _____

Telephone #: _____

Policy #: _____

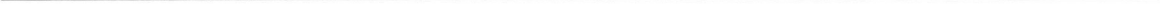
WARDEN/DESIGNEE'S APPROVAL: _____ **DATE:** _____

**Employer Information
Form 410-A, Attachment C**



COMPANY ADDRESS

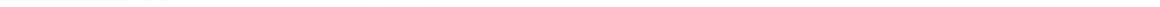
STREET:



CITY:

STATE:

ZIP CODE:



PRIMARY CONTACT :



PRIMARY PHONE NUMBER :



CELL NUMBER :



SECONDARY CONTACT :



PRIMARY PHONE NUMBER :



CELL PHONE :



COMPANY FAX NUMBER :



E-MAIL ADDRESS :

