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GOVERNOR

State of Alabama Department of Corrections

Alabama Criminal Justice Center
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JOHN Q. HAMM
COMMISSIONER

August 21, 2023

ADMINISTRATIVE REGULATION
NUMBER

OPR: MEN'S AND WOMEN'S SERVICES

439

COMMUNITY WORK SQUADS WORKING ON GOVERNMENT PROJECTS AND SAFETY TRAINING FOR INMATES WORKING NEAR ROADWAYS

I. GENERAL

This Alabama Department of Corrections (ADOC) Administrative Regulation (AR) establishes the policies, responsibilities, and procedures for minimum-out custody inmates working on government projects and establishes policies and procedures for the safety of inmates working near a roadway.

II. POLICY

It is the policy of the ADOC to permit governmental agencies to utilize inmate labor and to promote and require certain safety measures to increase worker safety when inmates are assigned to perform work on the various roadways in the state.

III. DEFINITIONS AND ACRONYMS

- A. **Community Project**: Work performed on public property, such as municipal parks or roadways.
- B. **Community Work Center**: An ADOC facility that houses minimum-out custody inmates who are approved to work on government projects.
- C. **Community Work Squads**: An ADOC inmate work team that works outside of the ADOC facility for a governmental agency other than the ADOC. These community work squads may provide work for municipalities, cities, counties, state and federal governmental agencies.
- D. **Government Agency Inmate Supervisor**: Personnel from a participating outside governmental agency that is approved and trained to supervise inmates working on government projects.

- E. **Institutional Contact Person**: The Job Placement Officer (JPO), Warden or designee with whom the Governmental Agency Inmate Supervisor coordinates the use of community work squads.
- F. **Letter of Understanding**: An agreement, memorialized in ADOC Form 439-E, *Letter of Understanding* between a governmental agency and the ADOC for utilizing community work squads near roadways and ensuring compliance with:
 - 1. Manual on Uniform Traffic Control Devices (MUTCD) guidelines.
 - 2. Employer and inmate orientation requirements.
 - 3. Employer and inmate refresher training sessions as needed.
 - 4. Applicable safety requirements.
- G. **Manual on Uniform Traffic Control Devices (MUTCD)**: A manual of uniform standards for traffic control during construction and maintenance operations on all streets and highways in the United States.
- H. **Minimum Out Custody**: The custody level for inmates who have been approved to work outside the ADOC facility in their state-issued uniforms under the supervision of an ADOC Squad Officer/Designee or Government Agency Inmate Supervisor.
- I. **Non-Profit Organizations**: A non-governmental organization, including those designated as a 501(c)(3) status organization.

IV. **RESPONSIBILITIES**

- A. The Deputy Commissioners of Operations for Men's and Women's Services are responsible for ensuring that there are policies in place that govern inmates assigned to Community Work Centers who are eligible to work on government projects. The Deputy Commissioners of Operations for Men's and Women's Services have the authority to approve or disapprove community work squads working on any government project that is not in the best interest of the ADOC and public safety.
- B. Wardens are responsible for:
 - 1. Approving governmental agency requests, submitted on ADOC Form 439-A, *Application for Inmate Work*, for inmates to work on a government project.
 - 2. Obtaining and maintaining all contracts (ADOC Form 439-D, *Inmate Government Work Project Service Agreement*), orientation records, Letters of Understanding (ADOC Form 439-E, *Letter of Understanding*), and records of all refresher training sessions.

3. Ensuring orientation and training courses are developed and provided to all ADOC employees, Government Agency Inmate Supervisors, and inmates assigned to work on government projects.
 4. Developing their institutional Standard Operating Procedures (SOPs) to implement this AR.
- C. The governmental agency utilizing ADOC community work squads is responsible for:
1. Providing the required safety equipment for inmates.
 2. Training inmates on equipment operations safety.
 3. Attending orientation and refresher training sessions as needed.
 4. Complying with MUTCD guidelines, as applicable,
 5. Providing the Letter of Understanding (ADOC Form 439-E, *Letter of Understanding*), as applicable.
- D. The Institutional Business Office Manager/Designee is responsible for ensuring that government work project contracts (ADOC Form 439-D, *Inmate Government Work Project Service Agreement*) are up to date and that proper payment is received from the governmental agency.
- E. The JPO/Designee is responsible for ensuring that the proper inmates designated for government projects are assigned to the correct government project. The JPO/Designee is also responsible for ensuring that the employer and inmates follow all ADOC rules and regulations, as well as the rules set forth in the orientation, refresher training sessions, and government work project contract, including: ADOC Form 439-B, *Government Agency Inmate Supervisor and Squad Officer Work Rules*; ADOC Form 439-C, *Inmate Work Rules*; ADOC Form 439-D, *Inmate Government Work Project Service Agreement*; and, as applicable, ADOC Form 439-E, *Letter of Understanding*.
- F. The Institutional Job Review Board is responsible for screening inmates for placement for government projects. This Board is comprised of, but not limited to, the JPO, classification personnel, and a Correctional Captain. The Board receives final approval through the Warden.
- G. The Squad Officer/Designee is responsible for supervising community work squads and ensuring that all ADOC policies and safety procedures are adhered to and enforced.

- H. The Government Agency Inmate Supervisor is responsible for supervising a community work squad and ensuring that all ADOC policies and safety procedures are adhered to and enforced.
- I. The ADOC Legal Division is responsible for ensuring compliance with ADOC policies and state and federal law regarding the execution of government contracts. The ADOC Legal Division shall also provide clarification when contacted regarding the non-profit status of an entity.

V. PROCEDURES

- A. A government agency interested in using inmates for a government project will contact the Community Work Center Facility Institutional Contact Person, utilizing ADOC Form 439-A, *Application for Inmate Work*. Alternatively, the Institutional Contact Person may contact the government agency regarding a government project, utilizing the same form.
- B. The JPO/Designee will set up an appointment to meet with the prospective government employer and complete the appropriate screening.
- C. The JPO/Designee will train the Squad Officer/Designee and the Government Agency Inmate Supervisor on the following topics: ADOC Form 439-B, *Government Agency Inmate Supervisor and Squad Officer Work Rules*; ADOC Form 439-C, *Inmate Work Rules*; ADOC Form 439-D, *Inmate Government Work Project Service Agreement*; ADOC Form 439-E; and, as applicable, ADOC Form 439-E, *Letter of Understanding*. The JPO/Designee will have the Squad Officer/Designee and the Government Agency Inmate Supervisor sign the forms stating that they understand and will abide by ADOC policies and procedures. All of these referenced forms must be completed for consideration. The JPO/Designee will submit the completed forms to the Warden.
- D. Upon the Warden's approval of ADOC Form 439-A, *Application for Inmate Work*, and ADOC Form 439-D, *Inmate Government Work Project Service Agreement*, the Institutional Job Review Board will screen inmates for possible employment on government projects for that government agency.
- E. The ADOC and the governmental agency may negotiate the costs to be assessed of the governmental agency and the portions that shall go to the ADOC and to the community work squad inmates, keeping in mind the costs of the transportation and supervision of the community work squad inmates. However, the following fees shall be assessed of the governmental agency and paid by the ADOC to the inmate at a minimum:
 - 1. If the government agency transports the inmate to and from the government project job site, the governmental agency will be assessed a fee of \$15 per day per inmate.

2. If the ADOC transports the inmate to and from the government project job site, the governmental agency will be assessed a fee of \$20 per day per inmate.
 3. If the ADOC transports the inmate to and from the government project job site and the ADOC provides a Squad Officer/designee, the governmental agency will be assessed a fee of \$25 per day per inmate.
 4. Of the fees received by the ADOC, the inmate will be paid at least \$2.00 per day for labor, and the balance will be placed in the State General Fund Account.
- F. Payment of work performed shall be remitted from the participating government agency to the respective ADOC institution in accordance with the ADOC Accounting Manual and through the facility's Business Office Manager/Designee.
 - G. The JPO Officer shall ensure that the inmate receives orientation and signs ADOC Form 439-C, *Inmate Work Rules*.
 - H. If any inmate behaves in a manner deemed inappropriate, the Government Agency Inmate Supervisor or Squad Officer/Designee shall inform the JPO or Warden/Designee. Any violation of ADOC Form 439-C, *Inmate Work Rules*, shall be reported to the JPO/Designee. The JPO/Designee will investigate and take appropriate disciplinary action as warranted. The Warden may remove any inmate from any government project at any time, with or without cause.
 - I. The JPO and/or designated ADOC Security Staff will conduct random job checks and searches to ensure employer and inmate accountability and public safety.
 - J. Community work squad inmates are not permitted to work on non-governmental property without the authorization of the respective Deputy Commissioner of Men's or Women's Services.
 - K. Only minimum community custody inmates in Pass Status may perform free labor to churches and non-governmental community entities with written authorization of the Warden and the respective Deputy Commissioner of Men's or Women's Services. Inmates must sign ADOC Form 439-F, *Inmate Volunteer Waiver* and may only perform the requested free labor in accordance with AR 405, *Inmate Emergency Visit, Pass, and Leave Program*.

VI. DISPOSITION

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

VII. FORMS

- A. ADOC Form 439-A, *Application for Inmate Work*.

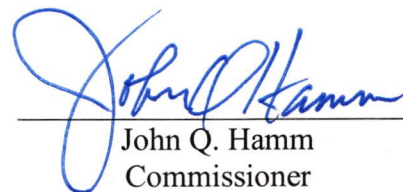
- B. ADOC Form 439-B, *Government Agency Inmate Supervisor and Squad Officer Work Rules*.
- C. ADOC Form 439-C, *Inmate Work Rules*.
- D. ADOC Form 439-D, *Inmate Government Work Project Service Agreement*.
- E. ADOC Form 439-E, *Letter of Understanding*.
- F. ADOC Form 439-F, *Inmate Volunteer Waiver*.

VIII. SUPERSEDES

- A. This Administrative Regulation supersedes AR 439, *Inmates Working on Community Projects*, dated July 10, 1996, and AR 320, *Inmate Work Squad Safety Near Roadways*, dated November 20, 2003, and any changes.

IX. PERFORMANCE

- A. Code of Alabama 1975 §§ 14-1-1.1 *et seq.*, 14-3-47, and 14-5-10.
- B. AR 405, *Inmate Emergency, Visit, Pass, and Leave Program*.
- C. The standards contained herein are applicable to all public roads regardless of type or class or agency having jurisdiction in accordance with Title 23, U.S. Code, Sections 109 and 402, and the Highway Safety Program Manual, Standard 13, Traffic Engineering Services (Traffic Control Devices).



John Q. Hamm
Commissioner

APPLICATION FOR INMATE WORK
REQUEST FORM
FORM 439-A

Date Requested: _____

Name of ADOC Institution: _____

Name of Governmental Agency: _____

Name of Supervisor(s)/Representative(s):

Describe the scope of work needed and if any skilled labor or special talents are sought:

**The work shall only be for the Agency submitting this plan. No work for other entities or private individuals associated with the Agency will be approved.*

Number of inmates requested: _____

Location of Work Site:

** No request for work on private lands will be approved. No request for work outside of the State of Alabama will be approved.*

Proposed Schedule (for example, monthly, weekly, daily, weekdays, etc.):

*Additional information may be provided on a separate page, if needed.

Agency Supervisor/Representative Signature: _____

Approved: _____
Warden/Designee

Date: _____

Alabama Department of Corrections

GOVERNMENT AGENCY INMATE SUPERVISOR AND SQUAD OFFICER WORK RULES

1. The Government Agency Inmate Supervisor and Squad Officer/Designee, if applicable, shall ensure he or she is familiar with ADOC Form 439-C, *Inmate Work Rules*. The Government Agency Inmate Supervisor and Squad Officer/Designee shall be provided a copy of the signed ADOC Form 439-C.
2. If an inmate is injured or becomes ill at the government project job site, the Government Agency Inmate Supervisor or Squad Officer/Designee, if applicable, shall take appropriate action and notify the institutional Warden/designee as soon as possible. The Government Agency Inmate Supervisor or Squad Officer/Designee, if applicable, shall also be required to provide a written statement to the Warden concerning the incident.
3. The Government Agency Inmate Supervisor or Squad Officer/Designee, if applicable, shall make visual contact with each assigned inmate under their control at least once every 15 minutes. If, at any time the Government Agency Inmate Supervisor or Squad Officer/Designee, if applicable, has reason to believe that an inmate is missing or has escaped, he or she shall report this immediately to the Warden/designee, who will proceed to follow inmate escape notification procedures.
4. Inmates are not allowed to work on private property unless it becomes necessary and is authorized by the respective Deputy Commissioner of Operations of Men's or Women's Services. In such case, the inmate(s) shall require constant supervision and shall not be left alone.
5. The Government Agency Inmate Supervisor and Squad Officer/Designee shall not have or establish a personal relationship with any inmate.
6. The Government Agency Inmate Supervisor may purchase meals or lunches for the inmates, but in no case shall the inmates be allowed inside an eating establishment.

I HAVE READ AND UNDERSTAND THE GOVERNMENT AGENCY INMATE SUPERVISOR AND SQUAD OFFICER WORK RULES AND INMATE WORK RULES

Government Agency Inmate Supervisor
or Squad Officer
(Printed Name)

Government Agency Inmate Supervisor
or Squad Officer
(Signature)

(Date)

(JPO/Designee Printed Name)

(JPO/Designee Signature)

(Date)

ADOC Form 439-B – August 21, 2023

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INMATE WORK RULES Form 439-C

1. Dress Code

The inmate must wear the tan ADOC-issued clothing in accordance with the Male or Female Inmate Handbook. Only authorized clothing will be worn. The clothing will be clean, the buttons will be buttoned, and the shirt tails will be tucked into trousers. No free world caps or hats may be worn.
2. Visitors

The inmate shall not be allowed to have visitors at the government project job site.
3. Phone Calls

The inmate shall not make nor receive phone calls at the government project job site.
4. Mail or Packages

The inmate shall not be allowed to send or receive mail or packages at the government project job site.
5. Hobby Craft Items

Any free world person interested in purchasing an inmate hobby craft item must have the approval for the purchase from the Warden/designee. There shall be no exceptions to this rule. The money received for the item shall be placed on the inmate's Prisoner Money On Deposit (PMOD) account prior to the item leaving the institution.
6. General Rules
 - A. Inmates must remain seated at all times while riding in a vehicle.
 - B. The inmate shall not be allowed to drive a vehicle unless authorized by the Warden/designee in accordance with AR 441, *Inmate Drivers*.
 - C. The inmate shall not be allowed to work on personal property or private land without the authorization of the respective Deputy Commissioner of Operations of Men's or Women's services.
 - D. The inmate shall not consume or have any drugs or alcoholic beverages in their position. Prescription drugs shall be controlled by the responsible supervisor.

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INMATE WORK RULES (continued)

- E. Radios shall not be allowed at the government project job site.
- F. Books, magazines or newspapers shall not be allowed at the government project job site.
- G. Inmates shall not have possession of any keys, except in the performance of their job.
- H. Inmates are not allowed to have money in their possession at any time and are not allowed to make purchases on the government project job site.
- I. Inmates are not allowed to communicate with people at the government project job site, except in the performance of their job.
- J. While at the government project job site or traveling to or from it, inmates shall not yell, waive, whistle, or make obscene gestures to any person.
- K. Inmates are not allowed to wear excessive jewelry. Only a wedding band/ring, religious necklace and watch may be worn. Female inmates are allowed to wear small, studded earrings.
- L. Inmate personal hygiene shall be maintained at all times. Fingernails shall be clean and trimmed. The hair of inmates shall be neat, clean, and in accordance with ADOC grooming standards and regulations.

(Inmate's Printed Name)

(AIS #)

(Inmate's Signature)

(Date)

(Supervisor's Printed Name)

(Supervisor's Signature)

(Date)

ADOC Form 439-C – August 21, 2023
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**INMATE GOVERNMENT WORK PROJECT SERVICE AGREEMENT
ADOC FORM 439-D**

This Government Work Project Agreement ("Agreement") has been entered into by _____ ("Agency") and the Alabama Department of Corrections _____ ("Institution" or "ADOC").

RECITALS

WHEREAS Agency is in need of workers to assist in general services; and,

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

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. REQUEST FORM. Prior to executing this Agreement, the Agency warrants that it has submitted an ADOC Form 439-A, *Application for Inmate Work*, which is hereby attached and incorporated as if set forth herein, indicating the type of work requested, the number of inmates requested, location that the work is needed, and a proposed schedule that the inmates are needed. By his/her signature below, the Warden certifies that he/she, or his/her designee, has reviewed and approved that ADOC Form 439-A, *Application for Inmate Work*. At no time shall the work performed be in another state. Failure of the Agency 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.
3. NUMBER. The ADOC will make available to Agency the number of inmates in the approved ADOC Form 439-A, *Application for Inmate Work*, to assist Agency with the tasks specified in that plan. The ADOC shall make a good faith effort to provide the prescribed number of inmates. Agency expressly understands that the prescribed number of inmates may not be available for work on every day requested. Absent a showing of bad faith, failure of the ADOC to provide the prescribed number of inmates according to the agreed upon schedule shall not be considered a breach of this Agreement. In the event of shortage, the ADOC will give Agency notice as soon as is practical.
4. CHANGES. Any change to ADOC Form 439-A, *Application for Inmate Work*, including the proposed schedule, location, and the frequency with which the inmates are provided

may be changed without formally amending this Agreement, provided that the changes shall be agreed upon by the Warden and the Government Agency Inmate Supervisor least seven (7) days in advance of the planned change and such changes are in writing and made part of this Agreement.

5. PAYMENT. In consideration of providing the inmates to the Government Agency, the Government Agency shall agree upon a cost schedule which shall be attached and incorporated as if set forth herein. For the purposes of this Agreement, any portion of any calendar day shall be considered a full day. Additional charges may apply, according to the transportation option selected below. The ADOC shall submit a monthly invoice to Agency, and that invoice shall be paid no more than thirty (30) days after the date of that invoice. In the event that payment has not been received within sixty (60) days, no inmates will be provided until the account has been made current.
6. TRANSPORTATION. Timing of the transportation of inmates to and from the government projects job site will be coordinated between the Government Agency Inmate Supervisor and the Institutional Contact Person. In considering the timing of the pick-up or drop-off of inmates, Agency should allow time for check-in/out procedures at the Institution.

The transportation to and from the work site shall be provided by [*choose one*]

_____ Agency _____ ADOC.

7. SUPERVISION. At all times, the inmates shall be supervised by an employee of Agency who has already completed the training course offered periodically by the ADOC. Additional supervision may be provided by any ADOC employee. The ADOC shall provide these training courses at no cost to Agency. In supervising the inmates, Agency agrees to follow all applicable rules, regulations, and/or standard operating procedures of the ADOC or Institution, including, but not limited to: ADOC Form 439-B, *Government Agency Inmate Supervisor and Squad Officer Work Rules*; ADOC Form 439-C, *Inmate Work Rules*; and, as applicable, ADOC Form 439-E, *Letter of Understanding*, which are hereby attached and incorporated as if set forth herein. Failure to follow any rule or regulation of the ADOC may result in immediate termination of the Agreement in the sole discretion of the ADOC.
8. PROHIBITED INMATE CONDUCT. Agency shall require inmates to obey all rules and regulations including but not limited to those rules listed in the above-mentioned

regulations. If an inmate fails to follow any rule, or refuses to work as requested, notice shall be given in writing, to the Institutional Contact Person upon the inmate's return to the Institution. Additionally, inmates shall not have access to cellular phones, illegal or synthetic drugs, or alcohol for any reason. Agency 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. Agency agrees to notify the ADOC in the event that such activity is suspected. Failure of the Agency to comply with this Section may, in the sole discretion of the ADOC, result in immediate termination of this Agreement.

9. PROTECTIVE EQUIPMENT. Agency shall require all inmates to wear protective equipment associated with the directed task. Agency 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 the Institutional Contact Person shall be notified.
10. MEDICAL. In the event of injury or illness of an inmate while on the work squad, Agency shall immediately contact the Warden or the Institutional Contact Person, and the ADOC will immediately pick-up that inmate from the work site. In the event of serious or life-threatening injury, Agency 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.
11. 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.
12. NOTICE. Notices shall be made to the persons designated below in the included contact information as the Institutional Contact Person and Government Agency Inmate Supervisor.
13. 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 ADOC Form 439-A, *Application for Inmate Work*. 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.
14. DEBT TO STATE. It is agreed that the terms and commitments contained herein shall not

ADOC Form 439-D - August 21, 2023
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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.

15. **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.
16. **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.
17. **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.

18. **BOYCOTT CERTIFICATE.** In compliance with Act 2016-312, as codified Code Section 41-16-5, the contractor 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.
19. **INDEPENDENT CONTRACTOR.** It is understood that the Contractor and its agents and employees are independent contractors and will not be entitled to the benefits of the State Merit System under this Agreement.
20. **MODIFICATIONS.** The Parties agree that this Agreement, ADOC Form 439-A, *Application for Inmate Work* (and any approved amendments thereof), and all attached Administrative Regulations and/or Standard Operating Procedures make up the entire agreement between the Parties. Any changes, amendments (other than amendments to ADOC Form 439-A, *Application for Inmate Work*), and/or extensions shall be in writing and signed by both parties to be binding.
21. **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, Accounting Division
301 S. Ripley Street
Montgomery AL 36104
22. **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.

LETTER OF UNDERSTANDING
ADOC FORM 439-E

This entity is committed to ensuring that compliance with the Manual on Uniform Traffic Control (MUTCD) will be accomplished as a requirement for assignment of an inmate work squad to perform tasks near a roadway. In addition, entities will commit to the Alabama Department of Corrections requirements to provide the required safety equipment to inmate community work squads, provide safety training to inmates operating equipment, attend Government Agency Inmate Supervisor and Squad Officer/Designee orientation and have a representative attend refresher training sessions as needed.

_____ Government Agency	_____ Address
_____ Government Official	_____ City, State, Zip Code
_____ Date	_____ Telephone
_____ Authorized Institutional Official	_____ Institution
_____ Date	_____ Approved/Denied

Alabama Department of Corrections

INMATE VOLUNTEER WAIVER Form 439-F

I, _____ understand that I have requested and am volunteering to provide free labor to under the terms of ADOC Form 439-A, *Application for Inmate Work*, attached.

I have not been coerced or forced into providing this service. I agree to follow all ADOC policies and understand that I may be removed from this work project and/or face disciplinary action for violations of ADOC policy.

I understand that I am eligible to volunteer to provide free labor only while I am in Pass Status, and that I must follow AR 405, *Inmate Emergency Visit, Pass, and Leave Program*.

I also understand that I may be removed from this project at any time, for any reason.

_____ (Inmate's Printed Name)	_____ (AIS #)	_____ (Inmate's Signature)	_____ (Date)
_____ (Supervisor's Printed Name)		_____ (Supervisor's Signature)	_____ (Date)