



INTERNAL MANAGEMENT POLICY & PROCEDURE


Applicability: ☐ Adult Operation Only ☐ JUVENILE Operations Only ☒ DEPARTMENT-WIDE

IMPP #: 01-124D

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ADMINISTRATION: Staff, Resident and Contract Personnel Operation of State Vehicles

Original Date Issued: 07-21-23 Replaces IMPP Issued: N/A **CURRENT EFFECTIVE DATE: 07-21-23**

Approved By: , Secretary Next Scheduled Review: 09/2025

POLICY

Pursuant to KAR 1-17-2(a), the Secretary of Corrections has been designated by the Secretary of Administration to approve resident and/or contract personnel drivers of state-owned vehicles. Accordingly, residents and/or contract personnel shall, with certain restrictions, be permitted to operate state-owned vehicles while engaged in facility maintenance or other work assignments, on site or remote Kansas Correctional Industries (KCI) programs, community work projects, or vocational training programs.

DEFINITIONS

Contract Personnel: Any person employed by an entity under contract to provide services to the Kansas Department of Corrections.

Extended vicinity operation: The operation of a vehicle in any area beyond the immediate vicinity of a correctional facility, but not including the remote Kansas Correctional Industries programs.

Gross Negligence: Conduct indicating a reckless disregard and complete indifference for the possible consequences of the person's action.

Immediate vicinity: The property surrounding a correctional facility or unit, including: all remote Kansas Correctional Industries programs; the grounds of Larned State Hospital; all areas within the security perimeter of the facility or unit; all KDOC owned land contiguous to the facility or unit; and any public roadway which might run through or be immediately adjacent to the facility or unit.

State-owned vehicles: Cars, trucks, or other motorized vehicles, owned or directly leased by the state or its agencies, which by state law require a driver's license to operate.

PROCEDURES

I. Use of State Vehicles

- A. While operating a state vehicle or state authorized rental vehicle, drivers shall have in their possession a valid operator's license bearing all necessary endorsements appropriate to their respective duties.
- B. State vehicles shall be used for official use and only those employees authorized by the appointing authority shall drive state vehicles.
 1. Authorized employees operating a state vehicle shall abide by all laws, rules, and regulations governing their use.
 - a. The driver and passengers shall at all times wear safety belts and/or

harnesses while driving or riding in a state vehicle.

- C. All vehicles shall be locked and the keys removed when the vehicle is not in use.
 - 1. Unattended vehicles, whether personal or state owned or leased, shall not be left idling, to include remote start options.
- D. Vehicles shall be parked in the location provided in accordance with the appointing authority's orders.
- E. In the event of an accident involving damage to state owned or other vehicles, the employee operating the vehicle, unless prevented by injury, shall:
 - 1. Not move the vehicle until an investigation has been completed by the proper law enforcement agency.
 - 2. Secure the name and address of the operator of the other vehicle(s) involved.
 - 3. Obtain the make, model, and license number of the other vehicle(s).
 - 4. Gather information concerning insurance of other driver(s).
 - 5. Gather other available information including the name and address of any witnesses, etc.
- F. All accidents shall be reported to the individual's supervisor at the earliest practical opportunity.
- G. Employees shall make certain that vehicles assigned to or operated by them are in good mechanical condition at all times.
- H. Any defect in mechanical condition shall be reported to the appropriate authority so that necessary repairs can be made.
- I. No state-owned vehicles shall be used in connection with any political activity.
- J. No state-owned vehicles shall be used for personal purposes.
- K. Employees may be personally liable for any damages sustained by a state-owned vehicle assigned to or operated by an employee if the damages are the result of intentional or grossly negligent acts of the employee or were sustained when the vehicle was being driven on other than official state business.
- L. No employee shall be held personally responsible for his/her non-intentional acts that lead to the damage of the state owned vehicle.
- M. No state vehicles shall be used to transport non-state employees unless approved in advance by an appointing authority.
- N. The use of tobacco products or tobacco substitutes by the driver and/or passengers in any state owned or leased vehicle is prohibited.
- O. No employees shall use state-issued or personal cellular phones while operating a state-owned vehicle.

II. Contract Personnel and Resident Drivers

- A. No resident or contract personnel shall be permitted to drive a state-owned vehicle unless the resident or contract personnel has a valid driver's license.

1. The resident's driver's license shall be maintained in the resident's central file, per IMPP 05-104D, and a photocopy of the driver's license shall be carried by the resident at all times when operating a state-owned vehicle.
- B. Before a resident or contract personnel is permitted to operate a state-owned vehicle, the following determinations shall be made by the facility's classification staff or, in the case of contract personnel, by appropriate support services staff:
 1. The resident's or contract personnel's driving record shall not reflect a history of reckless or irresponsible behavior with regard to the operation of vehicles.
 2. The resident or contract personnel shall demonstrate competence in the operation of the particular types of vehicle the resident is permitted to operate.
- C. Resident drivers shall be monitored by facility staff.
- D. Residents shall be permitted to operate state-owned vehicles only when involved in the maintenance of state facilities and grounds or in an assigned work detail or vocational training programs.
- E. Residents shall not operate a state-owned vehicle containing resident passengers except in the immediate vicinity of the facility or while under the direct or visual supervision of a state employee.
- F. Resident and contract personnel drivers shall observe all traffic laws and safe operating procedures and requirements.
 1. Violation of any traffic laws or facility rules associated with or otherwise related to the use of state vehicles may result in suspension or revocation of authorization to drive.
- G. Resident and contract personnel drivers operating state-owned or leased vehicles shall adhere to the most direct route of travel.

III. Provision for Extended Vicinity Vehicle Operation

- A. For work assignments where the operation of a state-owned vehicle is required beyond the immediate vicinity of the correctional facility, the warden shall, on a case-by-case basis, request extended vicinity driving approval from the Secretary for either a resident or contract personnel.
- B. When approval for a resident driver to engage in extended vicinity driving has been granted by the Secretary, the following shall apply:
 1. Any resident driver shall be under the direct supervision of a staff member or work supervisor.
 2. Any resident driver shall drive from point to point without deviations from the most direct route.
 3. The employee supervising a resident driver shall report any infractions of traffic laws to the warden for proper action.

IV. Operation of Vehicles at or in Conjunction with KCI Sites

- A. In cases where resident drivers are to operate vehicles at or in conjunction with KCI sites, the KCI supervisory staff shall coordinate the designation of resident drivers with the warden of the facility housing the resident workers.
- B. It shall be the responsibility of the correctional industries supervisor to verify, through contact with the resident's unit team, that each potential resident driver has a current license and a clear driving record.

- C. All procedures for the maintenance of the current valid driver's license and the approval of resident drivers in the immediate vicinity of a correctional facility shall be applicable to the approval of resident drivers for the KCI site.

V. Approval Process and Requirements for Written Documentation

- A. Each warden shall establish procedures by which approval for a resident or contract personnel to operate a state-owned vehicle within the immediate vicinity of the facility is obtained.
- B. Each warden shall, as needed, submit a written proposal to the Secretary of Corrections detailing the need for extended vicinity driving by either a resident or contract personnel.
 - 1. Written approval from the Secretary of Corrections shall be a prerequisite to the initiation of extended vicinity driving by either a resident or contract personnel.
- C. Each resident driver shall be required to enter into a formal agreement with the Kansas Department of Corrections by signing the Agreement Between Resident Driver and Department of Corrections (Attachment A), which shall specify the resident's assigned tasks and responsibilities.
- D. Contract personnel shall be required to indicate their acceptance of the conditions outlined within this policy by signing the "Agreement Between the Kansas Department of Corrections and a Contract Personnel Driver" (Attachment B).
- E. No resident or contract personnel, regardless of whether they are restricted to the immediate vicinity of the facility or approved for extended vicinity driving, shall be permitted to operate a state-owned vehicle until either the Agreement Between the Department of Corrections and Resident Driver (Attachment A), or the Agreement Between the Kansas Department of Corrections and a Contract Personnel Driver (Attachment B), is completed.
 - 1. The warden shall be the approving authority for resident and or contract personnel drivers of state-owned vehicles within the immediate vicinity of the facility.
 - a. If the resident or contract personnel is approved for immediate vicinity driving only, the form shall bear the signature of the warden granting approval.
 - 2. If the resident or contract personnel is approved for extended vicinity driving, the form shall bear the signature of the warden recommending approval and the signature of the Secretary of Corrections granting approval.

VI. Wardens and superintendents shall develop a general order for this IMPP that addresses only the following:

- A. The warden or superintendent of each facility, which utilizes resident or contract personnel drivers, shall issue general orders governing the use of state-owned vehicles by residents or contract personnel.
 - 1. Such general orders shall address issues related to the photocopying of resident driver's licenses, the issue of these photocopies to appropriate residents for carry during their operation of state-owned vehicles, and the surrender and storage of these photocopies at times other than when residents are actually operating state-owned vehicles.

NOTE: The policy and procedures set forth herein are intended to establish directives and guidelines for staff, residents, and offenders and those entities that are contractually bound to adhere to them. They are not intended to establish State created liberty interests for employees, residents, or offenders, or an independent duty owed by the Department of Corrections to employees, residents, offenders, or third parties. Similarly, those references to the standards of various accrediting entities as may be contained within this document are included solely to manifest the commonality of purpose and direction as shared by the content of the document and the content of the referenced standards. Any such references within this document neither imply accredited status by a Departmental facility or organizational unit, nor indicate compliance with the standards so cited. The policy and procedures contained within this document are intended to be compliant with all applicable statutes and/or regulatory requirements of the Federal

Government and the state of Kansas. This policy and procedure is not intended to establish or create new constitutional rights or to enlarge or expand upon existing constitutional rights or duties.

REPORTS

None.

REFERENCES

K.S.A. 8-301
K.A.R. 1-17-1,1-17-2

HISTORY

07-21-23 Original

ATTACHMENTS

A	Agreement Between Department of Corrections and Resident Driver	1 page
B	Agreement Between the Kansas Department of Corrections and a Contract Personnel Driver	1 page

AGREEMENT BETWEEN DEPARTMENT OF CORRECTIONS AND RESIDENT DRIVER

THIS AGREEMENT is entered into between the Kansas Department of Corrections ("KDOC") and the resident driver ("Driver").

WHEREAS, the KDOC enters into this Agreement authorizing the Driver to operate a state vehicle. It is mutually agreed as follows:

1. The Driver agrees that this Agreement is subject to the provisions of K.S.A. 8-301 and K.A.R. 1-17-1 *et seq.* that are in effect at the time of the execution of this Agreement or as may be changed during the term of this Agreement. Specifically, the Driver shall have a valid driver's license and shall only operate the state vehicle as directed by the KDOC for official state business. The nature and purpose of the official state business requiring use of a state vehicle is as follows:

2. Prior to operation of the state vehicle, the name of the Driver of this vehicle shall be submitted to (Warden or Secretary) for approval/authorization. The Driver shall not operate the state vehicle prior to receipt of this approval. The Driver shall not permit any other residents or non-KDOC employees to operate the vehicle.
3. A mileage and maintenance log in the vehicle shall be maintained.
4. Any accidents or traffic citations of any type to or involving the vehicle shall be immediately reported to the Warden and Secretary in accordance with K.A.R. 1-17-1 *et seq.*
5. The Driver agrees to indemnify and hold harmless the state agency from all damages, judgments, fines, attorney fees or costs of any type incurred as a result of the second party's negligent or improper use of the vehicle.
6. The resident Driver agrees that he/she will at all times operate the vehicle in a reasonable and prudent manner in compliance with applicable traffic laws.
7. The resident Driver shall immediately relinquish the state vehicle to an employee of the KDOC in the event of any action contrary to the provisions set forth herein.

Signed by the respective parties as follows:

STATE OF KANSAS
DEPARTMENT OF CORRECTIONS

Recommended/Approved:

Warden

Facility:_____

Date:_____

Resident Driver

Employer:_____

Date:_____

Approved:

Secretary of Corrections

Date:_____

**AGREEMENT BETWEEN THE KANSAS DEPARTMENT OF
CORRECTIONS AND A CONTRACT PERSONNEL DRIVER**

THIS AGREEMENT is entered into between the Kansas Department of Corrections ("KDOC") and the contract personnel driver ("Driver").

WHEREAS, the KDOC enters into this Agreement authorizing the Driver to operate a State vehicle, it is mutually agreed as follows:

1. The Driver agrees that this Agreement is subject to the provisions of K.S.A. 8-301 and K.A.R. 1-17-1 *et seq.*, that are in effect at the time of the execution of this Agreement or as may be changed during the term of this Agreement. Specifically, the Driver shall have a valid driver's license and shall only operate the State vehicle as directed by the KDOC for official State business. The nature and purpose of the official State business requiring use of a State vehicle is as follows:

2. Prior to the operation of the State vehicle, the name of the Driver of this vehicle shall be submitted to _____ (Warden or Secretary) for approval/authorization. The Driver shall not operate the State vehicle prior to receipt of this approval. The Driver shall not permit any unapproved resident or other non-KDOC personnel (not approved in accordance with the provisions of IMPP 01-124A) to operate the vehicle.
3. A mileage and maintenance log in the vehicle shall be maintained.
4. Any accidents or traffic citations of any type to or involving the vehicle shall be immediately reported to the Warden and Secretary in accordance with K.A.R. 1-17-1 *et seq.*
5. The Driver agrees to indemnify and hold harmless the KDOC from all damages, judgments, fines, attorney fees or costs of any type incurred as a result of the driver's negligent or improper use of the vehicle.
6. The Driver agrees that he/she will at all times operate the vehicle in a reasonable and prudent manner in compliance with applicable traffic laws.
7. The Driver shall immediately relinquish the State vehicle to an employee of the KDOC in the event of any action contrary to the provisions set forth herein.

Signed by the respective parties as follows:

STATE OF KANSAS
DEPARTMENT OF CORRECTIONS

Recommended/Approved:

Warden

Contract Personnel Driver

Facility: _____

Employer: _____

Date: _____

Date: _____

Approved:

Secretary of Corrections

Date: _____