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### Policy Memorandum<sup>1</sup>

This Policy Memorandum Issuance # 16-03-005

Effective Date: Upon Issuance      Expiration Date Upon Reissuance of IMPP<sup>2</sup> (required)

\_\_\_\_\_ Addresses subject matter for which an IMPP will be forthcoming and assigned to Chapter(s) \_\_\_\_\_ of the IMPP manual.

X Amends or modifies existing IMPP(s) # 01-124

\_\_\_\_\_ Elaborates on the contents of IMPP(s) # \_\_\_\_\_

\_\_\_\_\_ Is for Staff Only    X Is for Both Staff and Offenders

This policy memorandum is being issued to amend Attachments A and B by removing former Secretary of Corrections Roger Werholtz's name from both of these documents.

The attached revised Attachment A, Agreement Between Department of Corrections and Inmate Driver and Attachment B, Agreement Between the Kansas Department of Corrections and a Contract Personnel Driver shall supersede Attachments A and B with an effective issuance date of 09-07-04 and shall no longer be used.

Secretary of Corrections

Date: 03/29/16

<sup>1</sup> Note: To keep your IMPP Manual current, please place this Policy Memorandum in your manual at the appropriate location. If the memorandum addresses subject matter for which an IMPP will be forthcoming, place this issuance before the first IMPP in the Chapter indicated. If the memorandum addresses an existing IMPP, the issuance should be placed in front of the existing policy. If this memorandum is for both staff and offenders, it shall be immediately posted.

<sup>2</sup> Unless another Policy Memorandum or IMPP on this subject is issued, the requirements contained herein have no force and effect after the indicated expiration date.

## AGREEMENT BETWEEN DEPARTMENT OF CORRECTIONS AND INMATE DRIVER

THIS AGREEMENT is entered into between the Department of Corrections and the inmate driver, identified below as KDOC and 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 inmates or non-DOC 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 KDOC 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 inmate 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 inmate driver shall immediately relinquish the state vehicle to an employee of the Department of Corrections 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: \_\_\_\_\_

\_\_\_\_\_  
Inmate 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 and the contract personnel driver, identified as KDOC and 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 inmate or other non-KDOC personnel (not approved in accordance with the provisions of IMPP 01-124) 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 KDOC 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:**

\_\_\_\_\_

Facility: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Employer: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved:**

\_\_\_\_\_

Secretary of Corrections

Date: \_\_\_\_\_

## KANSAS DEPARTMENT OF CORRECTIONS

	<b>INTERNAL MANAGEMENT POLICY AND PROCEDURE</b>	<b>SECTION NUMBER</b>  01-124	<b>PAGE NUMBER</b>  1 of 3
		<b>SUBJECT:</b>  <b>ADMINISTRATION: Inmate and Contract Personnel Operation of State Vehicles</b>	
<b>Approved By:</b>   <b>Secretary of Corrections</b>		<b>Original Date Issued:</b> <span style="float: right;"><b>07-01-85</b></span>	<b>Current Amendment Effective:</b> <span style="float: right;"><b>09-07-04</b></span>
		<b>Replaces Amendment Issued:</b> <span style="float: right;"><b>09-07-01</b></span>	
<b>Reissued By:</b>   <b>Policy &amp; Procedure Coordinator</b>		The substantive content of this IMPP has been reissued as per the appropriate provisions of IMPP 01-101. The only modifications within the reissue of this document concern technical revisions of a non substantive nature. <b>Date Reissued:</b> <span style="float: right;"><b>09-30-10</b></span>	

### POLICY

Pursuant to KAR 1-17-2(a), the Secretary of Corrections has been designated by the Secretary of Administration to approve inmate and/or contract personnel drivers of state-owned vehicles. Accordingly, inmates 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. (ACI 3-4189)

In cases where inmate drivers are to operate vehicles at or in conjunction with KCI sites, the KCI supervisory staff shall coordinate the designation of inmate drivers with the warden of the facility housing the inmate workers. It shall be the responsibility of the correctional industries supervisor to verify, through contact with the inmate's unit team, that each potential inmate driver has a current license and a clear driving record. All procedures for the maintenance of the current valid driver's license and the approval of inmate drivers in the immediate vicinity of a correctional facility shall be applicable to the approval of inmate drivers for the KCI site.

Wardens shall, on a case-by-case basis, request the approval of the Secretary for inmate and/or contract personnel drivers of state-owned vehicles when work assignments extend beyond the immediate vicinity of the correctional facility. The warden shall be the approving authority for inmate and or contract personnel drivers of state-owned vehicles within the immediate vicinity of the facility. Wardens shall ensure that inmate and/or contract personnel drivers have, and maintain, a valid driver's license and a clear driving record, and are competent in the operation of the specific type of vehicle utilized.

Inmate drivers shall be directly supervised by facility staff, be required to adhere to the most direct route of travel, and obey all traffic laws. Each inmate driver shall be required to enter into a formal agreement with the Kansas Department of Corrections by signing the Agreement Between Inmate Driver and Department of Corrections, which shall specify the inmate's assigned tasks and responsibilities.

Contract personnel drivers operating state owned or leased vehicles shall adhere to the most direct route of travel and obey all traffic laws. Contract personnel shall be required to indicate their acceptance of these conditions by signing the "Agreement Between the Kansas Department of Corrections and a Contract Personnel Driver".

### 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.

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. General Rules on Use (ACI 3-4189)**

- A. No inmate or contract personnel shall be permitted to drive a state-owned vehicle unless the inmate or contract personnel has a valid driver's license.
  - 1. The inmate's driver's license shall be maintained in the inmate's master file, per IMPP 05-104, and a photocopy of the driver's license shall be carried by the inmate at all times when operating a state-owned vehicle.
- B. Before an inmate 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 inmate'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 inmate or contract personnel shall demonstrate competence in the operation of the particular types of vehicle the inmate is permitted to operate.
- C. Inmates 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.
- D. Inmates shall not operate a state-owned vehicle containing inmate passengers except in the immediate vicinity of the facility or while under the direct or visual supervision of a state employee.
- E. Inmate 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.

### **II. Provision for Extended Vicinity Vehicle Operation (ACI 3-4189)**

- 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 an inmate or contract personnel.
- B. When approval for an inmate driver to engage in extended vicinity driving has been granted by the Secretary, the following shall apply:
  - 1. Any inmate driver shall be under the direct supervision of a staff member or work supervisor.
  - 2. Any inmate driver shall drive from point to point without deviations from the most direct route.
  - 3. The employee supervising an inmate driver shall report any infractions of traffic laws to the warden for proper action.

**III. Approval Process and Requirements for Written Documentation (ACI 3-4189)**

- A. Each warden shall establish procedures by which approval for an inmate 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 an inmate or contract personnel.
  - 1. Written approval from the Secretary of Corrections shall be a prerequisite to the initiation of extended vicinity driving by either an inmate or contract personnel.
- C. The warden of each facility, which utilizes inmate or contract personnel drivers shall issue general orders governing the use of state-owned vehicles by inmates or contract personnel.
  - 1. Such general orders shall address issues related to the photocopying of inmate driver's licenses, the issue of these photocopies to appropriate inmates for carry during their operation of state-owned vehicles, and the surrender and storage of these photocopies at times other than when inmates are actually operating state-owned vehicles.
- D. No inmate or contract personnel, regardless of whether approved for extended vicinity driving or restricted to the immediate vicinity of the facility, shall be permitted to operate a state-owned vehicle until either the Agreement Between the Department of Corrections and Inmate Driver (Attachment A, Form #01-124-001), or the Agreement Between The Kansas Department of Corrections and a Contract Personnel Driver (Attachment B, Form #01-124-002), is completed.
  - 1. If the inmate or contract personnel is approved for extended vicinity driving, the form shall also bear the signature of the warden recommending approval and the signature of the Secretary of Corrections granting approval.
  - 2. If the inmate or contract personnel is approved for immediate vicinity driving only, the form shall bear the signature of the warden granting approval.

**NOTE:** The policy and procedures set forth herein are intended to establish directives and guidelines for staff and offenders and those entities who are contractually bound to adhere to them. They are not intended to establish State created liberty interests for employees or offenders, or an independent duty owed by the Department of Corrections to either employees, 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 REQUIRED**

None.

**REFERENCES**

K.S.A. 8-301  
K.A.R. 1-17-1, 1-17-2, 1-17-3, 1-17-4, 1-17-10  
ACI 3-4189

**ATTACHMENTS**

Attachment A - Agreement Between Department of Corrections and Inmate Driver, 1 page  
Attachment B - Agreement Between The Kansas Department of Corrections and a Contract Personnel Driver, 1 page

## AGREEMENT BETWEEN DEPARTMENT OF CORRECTIONS AND INMATE DRIVER

THIS AGREEMENT is entered into between the Department of Corrections and the inmate driver, identified below as KDOC and 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 KSA 8-301 and KAR 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 inmates or non-DOC employees to operate the vehicle.
3. A mileage and maintenance log in the vehicle and shall be maintained.
4. Any accidents or traffic citations of any type to or involving the vehicle shall be immediately reported to the KDOC 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 inmate 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 inmate driver shall immediately relinquish the state vehicle to an employee of the Department of Corrections 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:\_\_\_\_\_

\_\_\_\_\_  
Inmate Driver  
DOC Inmate Number:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

**Approved:**

\_\_\_\_\_  
Roger Werholtz, Secretary, Kansas Department 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 and the contract personnel driver, identified as KDOC and 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 KSA 8-301 and KAR 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 inmate or other non-KDOC personnel (not approved in accordance with the provisions of IMPP 01-124) 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 KDOC in accordance with KAR 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, Kansas Department of Corrections

Date: \_\_\_\_\_