
**MEMORANDUM OF AGREEMENT
BETWEEN
(NAME AND LOCATION OF CORRECTIONS FACILITY
PROVIDING CIVILIAN INMATES)
AND
(NAME AND LOCATION OF ARMY ORGANIZATION)
FOR
THE USE OF FEDERAL CIVILIAN INMATE LABOR
DETAILS ON PROPERTY UNDER (ARMY ORGANIZATION) CONTROL**

THIS MEMORANDUM OF AGREEMENT is entered into by, and between, **(the name and location of local Federal corrections facility)** and **(name and location of Army organization)** hereinafter referred to as the Host Agency.

WHEREAS, Title 18 USC 4125(a) provides that the services of United States civilian inmates may be made available to perform work set forth under terms, conditions, and rates mutually agreed upon, for constructing or repairing roads, clearing, maintaining and reforesting public lands, building levees, and constructing or repairing any other public ways or works financed wholly or in major part by funds appropriated by Congress; and

WHEREAS, the Host Agency will have a continuing requirement for labor to include, but not limited to, providing repair and maintenance work such as mowing, painting, carpentry, cutting trees, landscaping, planting, building demolition, general maintenance and repair, trash pickup, custodial work, transporting material to and from recycling centers, and other similar type work on property under Host Agency control; and

WHEREAS, **(the name and location of local Federal corrections facility)** has under its custody and control a varying number of able-bodied, minimum security, community custody status inmates who can be made available for such activities; and

WHEREAS, it is to the mutual advantage of **(the name and location of local Federal corrections facility)** and the Host Agency to have these inmates performing such work;

NOW, THEREFORE IT IS AGREED:

1. **(The name of local Federal corrections facility)** shall:
 - a. Select inmates and inmate labor details in accordance with this Memorandum of Agreement (MOA) for work at **(specify location, by name, e.g. installation, satellite facility, recreation areas, etc. where work will be performed)**.
 - b. Provide Host Agency personnel an introduction to and training in **(name of local Federal corrections facility)** policies and procedures in such areas as inmate and inmate labor detail discipline, staff conduct, inmate accountability, **(name of local Federal corrections facility)** safety, and any other training which would further the purposes and terms of this MOA. Provision of such training will be at no cost or fee to the Host Agency.
 - c. Provide inmates and inmate labor details routine medical care, regular standardized work clothing not resembling known military or civilian uniforms, safety shoes, and daily meals. **(Name of local Federal corrections facility)** shall enforce inventory and control of equipment, tools, materials, and supplies provided by **(name of local Federal corrections facility)** that are not consumed in the work performed by inmate labor details.
 - d. Reimburse the Host Agency for the reasonable cost of emergency medical care, including transportation, in the event the Host Agency provides inmates any such emergency medical care or transportation.
 - e. Provide appropriate compensation to inmates in accordance with **(name of local Federal corrections facility)** inmate pay schedules.
 - f. The Warden/Administrator of **(Name of local Federal corrections facility)** is charged with the responsibility and accountability for the control and custody of inmates on labor details. The daily technical oversight of inmate labor details will be the responsibility of the Host Agency. Oversight functions of the Host Agency includes: training inmates to perform assigned tasks, performing quality assurance checks, and requiring inmates to sign time cards at intervals established by the Warden/Administrator of **(Name of local Federal corrections facility)**. If an inmate cannot be located to sign

Figure B-1. Sample format for a memorandum of agreement

a time card, the Host Agency will immediately notify the **(Name of local Federal corrections facility)** point of contact staff supervisor.

g. Provide inmate photo identification cards.
(Add additional paragraphs as appropriate.)

2. The Host Agency shall—

a. Provide personnel who will instruct inmates and inmate labor details on work safety, work tasks, work materials and supplies, use of work tools and equipment, host agency measures for control and accountability of tools and equipment, and quality of work to be performed. Host Agency personnel will not become involved directly with **(name of local Federal corrections facility)** operation of inmate labor details, and in no event will Host Agency personnel act as, nor for, **(name of local Federal corrections facility)** supervisors of inmates or inmate labor details.

b. Provide, as needed for tasks and work to be performed, safe and serviceable protective and safety equipment except shoes provided by **(name of local Federal corrections facility)**, tools, materials and supplies for inmates and inmate labor details. Host Agency shall enforce inventory and control of equipment, tools, materials, and supplies provided by Host Agency that are not consumed in the work performed by inmate labor details.

c. Provide a safe and humane work environment for inmates and inmate labor details. In addition to daily instructions on work tasks, work equipment use, and work safety, Host Agency personnel will provide inmates and inmate labor details a regular Host Agency safety briefing at least weekly. Weekly safety briefings will be documented on a form provided by **(name of local Federal corrections facility)**.

d. Complete daily, and submit to **(name of local Federal corrections facility)** personnel not less than monthly **(name of local Federal corrections facility)** required inmate and inmate labor detail reports and time sheets.

e. Prepare an annual report of inmate labor detail project accomplishments and furnish a copy to **(name of local Federal corrections facility)**.

f. Ensure that Host Agency personnel involved with **(name of local Federal corrections facility)** inmates and inmate labor details are of good integrity, have no known criminal record, have no known history of drug or alcohol abuse, and have no prior nor present social or other relationship with inmates.

g. Provide first aid and emergency medical care, on a cost reimbursable basis, for inmates and inmate labor details and immediately notify **(name of local Federal corrections facility)** point of contact in the event of inmate injury or illness. In the event of an emergency or serious injury, the Host Agency will provide transportation to the nearest available hospital (or on-post medical facilities, if applicable) and the **(name of local Federal corrections facility)** point of contact will be promptly notified. Inmates becoming ill, but not requiring emergency medical care, while on labor detail will be returned to **(name of local Federal corrections facility)** and the **(name of local Federal corrections facility)** point of contact notified of such illness.

h. Take appropriate measures to ensure that the work performed by inmates and inmate labor details will comply with the following:

(1) No Federal civilian employees will be displaced by inmates or inmate labor details.

(2) Inmate labor details will not interfere nor conflict with projects/work for which resources have been allocated and funds made available for accomplishment by contract or by the Federal civilian workforce.

(3) Inmate labor details will not impair current Federal contracts for services.

(4) Inmates and inmate labor details will not be used in any manner inconsistent with this agreement or any other law and regulation.

i. Ensure that the use of inmates and inmate labor details does not interfere with the operation and/or mission of activities on Host Agency property.

(Add additional paragraphs as appropriate.)

3. Selection of Inmates:

a. Inmates selected for participation on inmate labor details will be suitable for work projects to be accomplished on Host Agency work sites, giving due regard to their safe custody, their mental and physical competence, and their suitability for work programs within the Host Agency. **(Name of local Federal corrections facility)** Warden/Administrator will make inmate labor detail assignments in coordination with the Host Agency's **(fill in name/title of responsible individual or division/directorate)**.

b. Number of inmates selected will be sufficient in number for Host Agency work projects as determined by the Host Agency's **(fill in name/title of responsible individual or division/directorate)**, in consultation with **(name of local Federal corrections facility)** Warden/Administrator. The number of inmates and inmate labor details may be increased or decreased as determined necessary

Figure B-1. Sample format for a memorandum of agreement—continued

by the Host Agency's **(fill in name/title of responsible individual or division/directorate)** who will then advise the **(name of local Federal corrections facility)** Administrator of his/her determination.

c. Inmates will be medically cleared for labor detail status with no medical or psychological restrictions.

d. Inmates will be satisfactorily participating in or have completed financial obligations under the Inmate Financial Responsibility Program.

e. Inmates will have no detainers or pending charges.

f. Inmates will receive Central Inmate Monitoring (CIM) clearance from **(name of local Federal corrections facility)** if necessary.

g. Inmates will have no prior personal or contractual relationship with the Host Agency or Host Agency personnel.

h. Only inmates classified at the minimum level of FBOP security classification, and who have community custody status, will be used in the inmate labor program.

i. Inmates will not be any of the following:

(1) A person in whom there is significant public interest as determined by the **(name of local Federal corrections facility)** Warden/Administrator, in coordination with the Host Agency Commander.

(2) A person who is or has been a significant management problem in **(name of local Federal corrections facility)** or other corrections facilities.

(3) A principal organized crime figure.

(4) An inmate convicted of a sex offense or whose criminal history includes such conduct.

(5) An inmate convicted of a violent crime or whose criminal history includes such conduct.

(6) An inmate convicted of the sale of or intent to distribute illegal drugs who held a leadership position in any drug conspiracy, or been involved with drugs within the last three years while they have been in prison.

(7) An escape risk.

(8) An inmate who poses a threat to the general public.

(9) An inmate convicted of arson.

(10) An inmate declared or found insane or mentally incompetent by a court, administrative proceeding, physician, or under treatment for a mental disease or disorder.

(11) A Federal inmate convicted while on active duty, presently serving a sentence for that conviction.

j. Inmates who do not perform to the satisfaction of Host Agency personnel while participating in inmate labor details will be reported to **(name of local Federal corrections facility)** and removed from the inmate labor program at the Host Agency.

4. General Provisions:

a. The Warden/Administrator of **(name of local Federal corrections facility)** is charged with control and custody of inmates and inmate labor details at all times. No Host Agency personnel will be involved with custodial aspects of inmate labor details. In no event shall Host Agency personnel provide custodial supervision over inmates or inmate labor details. Host Agency personnel may check on the quality of work being performed by inmates or inmate labor details. Host Agency personnel will instruct inmates and inmate labor details on various aspects of work tasks.

b. The Host Agency Commander **(or designated representative)** shall direct the removal of any inmate or **(name of local Federal corrections facility)** personnel deemed undesirable or detrimental in any way to the mission, soldiers, family members, visitors, or civilian employees of the Host Agency.

c. The civilian inmate labor program is without direct labor cost or expense to the Department of Army, except for nominal costs for equipment, materials, and supplies used to accomplish work during inmate labor details, program administration, **(telephone calls to corrections facilities, lunch time meals, and transporting inmates to and from Federal corrections facilities, if applicable)**. Any costs incurred by either party in implementing, abiding by, suspending, terminating, changing, or renewing this MOA, with the exception of reimbursement for medical care and medical transportation provided by the Host Agency, **(and any other reimbursable services to be provided)**, are the responsibility of that party.

d. All laws of the United States and rules of **(name of local Federal corrections facility)** relating to, or in any way affecting, the imprisonment, transfer, control, discipline, escape, or release of inmates shall apply to all **(name of local Federal corrections facility)** inmates selected and provided under the terms of this MOA.

e. All inmates and inmate labor details selected and provided under this MOA shall be used under 18 USC 4125(a), and are covered for any injury under the provisions of the Inmate Accident Compensation Program, 28 CFR 301.

f. Inmates and inmate labor details are in no manner employees of the Host Agency and will not be paid from Host Agency funds, nor receive any type of personal or private gratuity for work accomplished or services rendered.

Figure B-1. Sample format for a memorandum of agreement—continued

g. Inmates placed under this program are not Federal employees for the purpose of laws administered by the Office of Personnel Management and do not have title to any Federal benefits such as insurance, retirement, and leave.

h. Specific projects will be negotiated locally within the limits of the inmate labor program and consistent with 18 USC 4125(a). Necessary approvals for the use of inmate labor on any specific project will be obtained by the Host Agency or **(name of local Federal corrections facility)**, as dictated by the rules and regulations governing the respective agency.

i. Should an emergency situation arise, i.e. escape, hostage situation, etc., the **(name of local Federal corrections facility)** will be contacted immediately and the appropriate contingency plans enacted.

j. No Host Agency land and/or facilities will be involved in executing the inmate labor program, excepting designated latrine, work, eating, and vending areas.

k. Inmates may purchase soft drinks, food stuffs, candy bars, and cigarettes from designated vending areas. However, inmates will not be given gifts, food stuffs, or money in any amount by any military, contractor, DOD civilian personnel, or the general public.

l. Inmates will abide by the rules and regulations prescribed by **(fill in title of responsible division/directorate)** unless otherwise directed by a **(name of local Federal corrections facility)** employee as may be necessary to protect the security, good order, and discipline of Federal inmates. This includes, but is not limited to, the general maintenance of law and order and rules concerning employee on-the-job performance and conduct, and safety rules.

m. Inmates and inmate labor details will not be allowed in any Host Agency sensitive or prohibited areas/offices. Inmates and inmate labor details working in areas where classified information, personnel records, medical records, or other confidential or sensitive data is locked or secured will be under constant view by Army personnel. Inmates will not be used in areas where classified information is discussed or is in plain view. **(Add additional criteria as appropriate)**.

n. Inmates and inmate labor details are prohibited from entering any establishment that serves or stores alcoholic beverages.

o. Inmates and inmate labor details will not enter or work in family housing areas at any time. Inmates will not work in day care centers, youth services/school age services centers, schools, recreation centers/libraries, or similar facilities, except when these facilities are closed to the public or the likelihood of inmate contact with the general military community or family members is remote.

p. Inmates and inmate labor details will not work in areas where firearms and/or ammunition are sold or stored, nor in areas where alcohol products are sold, stored, or served.

q. Inmates and inmate labor details will not work in areas where medical supplies (drugs, syringes, etc.) are stored unless the medical supplies are secured, and the inmates are under constant view by Army personnel.

r. Inmates will not have access to or use phone lines or fax machines, computers/computer systems **(and any other restrictions the local Federal corrections facility may place on inmate use)**.

s. Inmates will not be allowed to operate Host Agency vehicles or equipment unless they possess the necessary valid operator's license(s), have been given proper training in vehicle operation and safety by Army personnel, and are authorized to operate the vehicle or equipment in accordance with AR 600-55 by both the Host Agency and **(name of local Federal corrections facility)**.

t. Serious incidents, i.e. walkaways, escapes, riots, disturbances, and any criminal action involving inmates participating in the civilian inmate labor program will be reported in accordance with AR 190-40. One copy of incident reports will be provided to HQDA, Assistant Chief of Staff for Installation Management, Plans and Operations Division (DAIM-MD), and HQDA, Office of the Chief of Public Affairs, Public Communications Division (SAPA-PCD). Accidents involving inmates will be investigated and reported in accordance with AR 385-40 as applicable.

u. Any negative media coverage involving inmates participating in the civilian inmate labor program will be reported through command channels to HQDA, Assistant Chief of Staff for Installation Management, Plans and Operations Division (DAIM-MD), DSN 224-3084 or (703) 614-3084, and HQDA, Office of the Chief of Public Affairs, Public Communications Division (SAPA-PCD), DSN 227-7591 or (703) 697-7591. Report media source (newspaper, magazine, radio television), name of media source (and radio/television channel), date of coverage, synopsis of report, and whether the report had local, regional or national coverage, will be reported. Provide one copy of the article/script, if available. **(Add additional paragraphs as appropriate)**.

5. It is Mutually Agreed:

a. The Host Agency shall not be liable for misconduct or unauthorized absence of inmates, but shall report such incident to the **(name of local Federal corrections facility)** immediately.

b. The Host Agency shall not bear responsibility for payment of expenses of inmates, for which the **(name of local corrections facility)** bears full and exclusive responsibility.

c. The Host Agency shall not be liable for sickness, accidents, or death of inmates or **(name of**

Figure B-1. Sample format for a memorandum of agreement—continued

local Federal corrections facility) personnel engaged in any activity conducted under this agreement and compensable through the Inmate Accident Compensation Program and the Federal Employees Compensation Act, respectively.

d. Nothing in this MOA shall be construed as obligating the Host Agency or **(name of local Federal corrections facility)** to expend, or as involving the Host Agency or **(name of local Federal corrections facility)** in any obligations for the future payment of money in excess of appropriations authorized by law and administratively made available for this work.

e. Any interference with or damage to property under control of the Department of the Army incident to the execution of an inmate labor detail will be thoroughly investigated by designated Army/FBOP personnel. If it is determined that the damage or interference resulting in a loss was caused by an inmate or correctional personnel, both the Host Agency Commander and the **(name of local Federal corrections facility)** Warden/Administrator will be briefed on the findings, and the Host Agency Commander may:

- (1) Request the **(name of local Federal corrections facility)** to promptly correct the situation;
- (2) Direct that the inmates, inmate labor detail, and/or corrections facility personnel be removed from the installation;
- (3) Direct that the program with **(name of local Federal corrections facility)** be discontinued; or
- (4) Decide on any combination of these options. This does not include damages, breakage, or breakdowns occurring to equipment or other property due to normal use, or poor/unsafe operating condition.

f. Concerning the media:

(1) Any requests for interviews and/or photographs of any inmates and/or inmate labor details received by the Host Agency will be referred to the **(name of local Federal corrections facility)** Warden/Administrator.

(2) At no time will any media representative be allowed to interview any inmate or inmate labor detail without the expressed consent of the **(name of local Federal corrections facility)** Warden/Administrator and the Host Agency Public Affairs Office.

(3) No photograph, film, nor video may be taken or made of any inmate or inmate labor detail for any reason by anyone without the expressed consent of the **(name of local Federal corrections facility)** Warden/Administrator and the Host Agency Public Affairs Office.

(4) Press releases regarding the inmates and/or inmate labor details will be with the joint coordination of the **(name of local Federal corrections facility)** Warden/Administrator and the Host Agency Commander or Public Affairs Office. Press releases will only be released to the media by **(name of local Federal corrections facility)** which has the responsibility to protect the privacy and other rights of inmates. The Host Agency Public Affairs Office will route the contents of such press releases through command channels to HQDA, Assistant Chief of Staff for Installation Management, Plans and Operations Division (DAIM-MD), and to HQDA, Office of the Chief of Public Affairs, Public Communications Division (SAPA-PCD).

(5) The Host Agency Public Affairs Office will coordinate all denial/approval of media requests with the **(name of local Federal corrections facility)**. The Public Affairs Office will inform the Host Agency **(fill in name of division/office)** of any denial/approval of media requests to ensure proper coordination of media coverage, or to protect inmate privacy.

(6) The Host Agency Commander and Public Affairs Office will institute public awareness and community training regarding the presence of inmates or inmate work details on the installation. The Host Agency Public Affairs Office will develop a public affairs plan which informs the installation and surrounding community of the civilian inmate labor program, projects inmates and inmate labor details will perform, and community training regarding the presence of inmates on the installation.

(Add additional paragraphs as appropriate).

6. Effective Date, Suspension and Termination Provision:

a. This MOA becomes effective upon signing by the Host Agency Commander and the **(name of local Federal corrections facility)** Warden/Administrator after both parties have secured approval to enter into this agreement from their respective approval entities.

b. This MOA may be suspended or terminated by either party at no cost upon 60 days advance written notification of such suspension or termination, or at any time by mutual written consent of the parties, or at any time upon notice to the other party of an operational or emergency need of either party.

7. Review and Change:

a. Required changes to this MOA will be accomplished by written amendments which will be sequentially numbered. Change amendments will be jointly authorized by the Commander, **(name of Host Agency)** and the Warden/Administrator, **(name of local Federal corrections facility)**. All change amendments will be subject to approval of appropriate officials of the **(name of local Federal corrections facility)** and the Host Agency.

b. Any substantive revisions requiring changes to the Army's Civilian Inmate Labor Program policy will be forwarded through **(fill in name(s) of offices within the Host Agency's chain of command)**

Figure B-1. Sample format for a memorandum of agreement—continued

to HQDA, Assistant Chief of Staff for Installation Management, Plans and Operations Division (DAIM-MD) for review and approval. These changes will not become part of the MOA without first obtaining HQDA approval and confirmation that these changes have become part of the Army's Civilian Inmate Labor Program policy.

c. This MOA will be reviewed as required to determine if the conditions of the document are still current.

**(/s/ Name
Warden/Administrator
Name and location of local
Federal corrections facility)**

**(/s/ Name
Rank
Commander
Name and location of Army
organization)**

Date:

Date:

Figure B-1. Sample format for a memorandum of agreement—continued

Appendix C Sample Inmate Labor Plan

This sample Inmate Labor Plan may be used as a template to develop user Inmate Labor Plans. This sample Inmate Labor Plan contains all required clauses for compliance with Army policy on using civilian inmates. Users of this template should make the appropriate substitutions indicated in bold print and bounded by parenthesis to tailor this template for their own use. User Inmate Labor Plans may be a regulation, letter of instruction, policy memorandum, or other document of the user's choice.