

CHAPTER 20**COMMUNITY RELEASE PROGRAMS****Authority**

N.J.S.A. 30:1B-6, 30:1B-10 and 30:4-9.12.

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R.1992 d.80, effective February 18, 1992.
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SUBCHAPTERS 1 THROUGH 3. (RESERVED)**SUBCHAPTER 4. RESIDENTIAL COMMUNITY
RELEASE AGREEMENT PROGRAMS****10A:20-4.1 Definitions**

The following terms, when used in this subchapter, shall have the following meanings unless the context clearly indicates otherwise:

"Contract agency" means an agency in the community which has a contract with the New Jersey Department of Corrections to provide halfway house or substance abuse treatment services.

"Furlough plan" means a written plan which specifies a home or destination approved by a District Parole Office for an inmate to visit while the inmate is on furlough.

"Halfway house" means a Residential Community Release Agreement Program with specific emphasis on employment and/or educational activities.

"Regional institution" means the correctional facility designated to provide support services to a contract agency; such as medical, security, administration, disciplinary returns, psychological evaluations and parole hearing scheduling.

"Residential Community Release Agreement Program" means the provision of halfway house or substance abuse treatment services to inmates, under the jurisdiction of the New Jersey Department of Corrections, by a contract agency in the community in accordance with a contractual agreement between the agency and the New Jersey Department of Corrections.

"Substance Abuse Treatment Program" means a Residential Community Release Agreement Program with specific emphasis on substance abuse treatment.

10A:20-4.2 Authority

Pursuant to N.J.S.A. 30:4-91.2, the Commissioner, New Jersey Department of Corrections, or his or her designee may designate as a place of confinement any available, suitable and appropriate institution or facility whether owned by the State or otherwise, and may at any time transfer an inmate from one place of confinement to another.

10A:20-4.3 Contract between the New Jersey Department of Corrections and community agencies

All agencies outside of the New Jersey Department of Corrections shall enter into a formal contract with the Department of Corrections prior to receiving inmates for placement into Residential Community Release Agreement Programs.

10A:20-4.4 Administration of Residential Community Release Agreement Programs

The Bureau of Contract Administration, Division of Adult Institutions, shall be responsible for the administration of Residential Community Release Agreement Programs under contract with the New Jersey Department of Corrections.

10A:20-4.5 Correctional facility staff assigned to program; duties

(a) The correctional facility Superintendent shall designate a staff member to serve as the Institutional Community Release Agreement Program Coordinator. The Institutional Community Release Agreement Program Coordinator shall:

1. Maintain liaison with the Bureau of Contract Administration and the contract agency;
2. Make periodic visits to contract agencies and attend training sessions provided by the Bureau of Contract Administration;
3. Be responsible for having a thorough familiarity with contract agencies and advise correctional facility staff of changes in policies of contract agencies;
4. Be responsible for explaining contract agency programs to inmates; and
5. Be responsible for notifying the Bureau of Contract Administration of any change that occurs in an inmate's status, such as, medical, custody, detainers or any such circumstances that would render the inmate ineligible for participation in the Program.

10A:20-4.6 General eligibility criteria for Residential Community Release Agreement Programs

(a) Candidates for participation in Residential Community Release Agreement Programs shall:

1. Be classified full minimum by the Institutional Classification Committee (I.C.C.) and have successfully completed a minimum of one month in full minimum custody status;
2. Have a positive psychological evaluation not more than six months old which shall address the inmate's readiness and ability to adequately adapt to the pressures and responsibilities of living outside the correctional facility;
3. Have made a satisfactory overall correctional facility adjustment and be seen as not likely to pose a threat to the safety of the community; and
4. Have completed Form 686-I RESIDENTIAL COMMUNITY RELEASE AGREEMENT PROGRAM APPLICATION.

(b) Inmates assigned to the Mountainview Youth Correctional Facility, a minimum security correctional facility, are eligible to apply for participation in Residential Community Release Agreement Program two months after admission to that correctional facility.

10A:20-4.7 Eligibility criteria for halfway houses

(a) In addition to the general criteria in N.J.A.C. 10A:20-4.6, candidates for halfway houses shall be within 12 months of:

1. An established parole date;
2. An expiration of maximum sentence;
3. An actual parole eligibility date established by the New Jersey State Parole Board; or
4. An anticipated parole date, as established by the New Jersey State Parole Board, for inmates serving indeterminate sentences.

10A:20-4.8 Eligibility criteria for Substance Abuse Treatment Programs

(a) In addition to the general criteria in N.J.A.C. 10A:20-4.6, candidates for Substance Abuse Treatment Programs shall be within 15 months of:

1. An established parole date;
2. An expiration of maximum sentence;
3. An actual parole eligibility date established by the New Jersey State Parole Board; or
4. An anticipated parole date, as established by the New Jersey State Parole Board, for inmates serving indeterminate sentences.

10A:20-4.9 Exclusions from Residential Community Release Agreement Programs

(a) The following circumstances may make an inmate ineligible for participation in Residential Community Release Agreement Programs:

1. A previous violation of the:
 - i. Intensive Supervision Program (I.S.P.);
 - ii. Intensive Supervision Surveillance Program (I.S.S.P.);
 - iii. Electronic Monitoring/Home Confinement Program;
 - iv. Work/Study Release Program;
 - v. Furlough Program; or
 - vi. Other Residential Community Release Agreement Programs;
2. Detainers or warrants which do not preclude eligibility for full minimum custody status but on which an arrest would be made by local police departments if an inmate were transferred to a contract agency;
3. Association with organized crime as indicated on the commitment paper or in the pre-sentence report;
4. A medical condition requiring the inmate to take psychotropic and/or addictive medication;
5. Dental work in progress; and/or
6. A pending surgical procedure.

10A:20-4.10 Inmate application and review by the Institutional Community Release Agreement Program Coordinator

(a) An inmate interested in participating in a Residential Community Release Agreement Program shall complete and sign all sections of Form 686-I RESIDENTIAL COMMUNITY RELEASE AGREEMENT PROGRAM APPLICATION and submit it to the Institutional Community Release Agreement Program Coordinator for review.

(b) The Institutional Community Release Agreement Program Coordinator shall explain to the inmate that the inmate's signature on Form 686-I merely signifies a willingness to participate in the Residential Community Release Agreement Program and does not signify that the inmate has been approved for the Program.

(c) The Institutional Community Release Agreement Program Coordinator, upon receipt of the application from the inmate, shall determine:

1. That Form 686-I is completely and accurately filled out; and
2. That the inmate-applicant meets all the general criteria established for inmate participation in the Resi-

dential Community Release Agreement Program and the criteria specific to the Program for which the inmate is applying.

(d) If the inmate does not meet the criteria, the inmate shall be notified of the reason(s), in writing, by the Institutional Community Release Agreement Program Coordinator.

(e) If the inmate meets the criteria, the Institutional Community Release Agreement Program Coordinator shall submit the signed Form 686-I to the Institutional Classification Committee (I.C.C.) for review.

10A:20-4.11 Medical review of applicants for Residential Community Release Agreement Programs

(a) A complete review of an inmate's medical records shall be made when the inmate is being considered for placement in a Residential Community Release Agreement Program.

(b) The Chief Physician shall be responsible for reviewing an inmate's medical records and considering the following factors which include, but are not limited to:

1. The employability of the inmate;
2. The work limitations of the inmate, such as no food handling, light duty, no work around machinery;
3. Medication(s), such as psychotropic and addictive medication;
4. Chronic illness, such as diabetes, asthma;
5. Dental work in progress; and
6. Impending surgery.

(c) The chief Physician shall be responsible for completing Form 686-II MEDICAL EVALUATION and submitting the Form to the Institutional Community Release Agreement Program Coordinator who will forward Form 686-II to the Institutional Classification Committee (I.C.C.).

(d) If there are questions regarding the appropriateness of medically approving an inmate for participation in a Residential Community Release Agreement Program, the Chief Physician shall contact the Office of Institutional Support Services (O.I.S.S.), Health Service Unit, Director of Medical Services, for assistance prior to sending the completed Form 686-II to the Institutional Community Release Agreement Program Coordinator.

(e) The Institutional Community Release Agreement Program Coordinator shall notify the Bureau of Contract Administration of any changes in the inmate applicant's medical condition that occur during the period of time between the completion of the medical review and the transfer of the inmate to the Program.

10A:20-4.12 Institutional Classification Committee's (I.C.C.) review and disposition

(a) The Institutional Classification Committee (I.C.C.) shall have the authority to review the inmate's file, and the discretion to approve or reject the inmate's application to participate in a Residential Community Release Agreement Program after considering:

1. The general eligibility criteria in N.J.A.C. 10A:20-4.6;
2. The circumstances which make an inmate ineligible for program participation outlined in N.J.A.C. 10A:20-4.9;
3. The nature and circumstance(s) of the present and/or previous convictions;
4. The inmate's overall correctional facility adjustment;
5. The professional and medical reports on the inmate;
6. The extent of the inmate's offense history;
7. The extent of the inmate's substance abuse history;
8. The inmate's assaultive history;
9. The inmate's present and/or previous parole violation(s);
10. The inmate's previous failure in a Residential Community Release Agreement Program; and/or
11. Any other factor(s) which in the judgement of the I.C.C., would assist the I.C.C. in determining the suitability of the inmate to participate in a Residential Community Release Agreement Program.

(b) The I.C.C. is authorized to evaluate the seriousness and/or recency of an inmate's previous violations of the Intensive Supervision Program, Intensive Supervision Surveillance Program, Electronic Monitoring/Home Confinement Program, Work/Study Release Program, Furlough Program, or other Residential Community Release Agreement Programs in order to determine the appropriateness of the inmate for a Residential Community Release Agreement Program placement.

(c) The I.C.C. shall reject an inmate's application when placement of the inmate in a Residential Community Release Agreement Program would pose a threat to the community or cause adverse community reaction, or the Residential Community Release Agreement Program services minors and the inmate has a history of child abuse.

(d) The I.C.C. should use its discretion in considering the above factors when reviewing an inmate's application for a Residential Community Release Agreement Program.

(e) The Institutional Community Release Agreement Program Coordinator shall attend all meetings of the I.C.C. when Residential Community Release Agreement Program cases are being reviewed.

(f) The Institutional Community Release Agreement Program Coordinator will notify the inmate, in writing, of the status of the inmate's application to a Residential Community Release Agreement Program.

10A:20-4.13 Forwarding documents to the Bureau of Contract Administration

(a) Following approval of an inmate to participate in a Residential Community Release Agreement Program, the Institutional Community Release Agreement Program Coordinator shall submit Form 686-I RESIDENTIAL COMMUNITY RELEASE AGREEMENT PROGRAM APPLICATION and Form 686-II MEDICAL EVALUATION to the Bureau of Contract Administration along with two copies of the following:

1. Up-to-date classification material for the inmate-applicant which includes a psychological evaluation not more than six months old;
2. The progress sheet from the inmate's classification folder and any other relevant information regarding the inmate's correctional facility adjustment and program participation;
3. The inmate's criminal history record (rap sheet);
4. The inmate's parole plan;
5. The New Jersey State Parole Board hearing decision, if available;
6. Form 684-VI REQUEST FOR INVESTIGATION OF FURLOUGH DESTINATION or, if available, the results of that investigation from the appropriate District Parole Office;
7. A recent inmate photograph with physical description on the reverse side;
8. The status of detainers on file;
9. The Pre-Sentence Report;
10. The court commitment order when fines, penalties or restitution are part of the sentence; and
11. Keep separate orders.

(b) If the inmate has not previously applied for furlough, Form 684-VI should be completed and submitted to the Bureau of Contract Administration along with the material listed above.

10A:20-4.14 Role of the Bureau of Contract Administration

(a) The Bureau of Contract Administration shall make every effort to assign the inmate to the Residential Community Release Agreement Program to which the inmate has applied.

(b) The Bureau of Contract Administration may suggest an alternate placement if:

1. Bed space is unavailable at the Residential Community Release Agreement Program to which the inmate has applied and bed space is available at a similar program; or

2. Another program is better suited for meeting the inmate's needs.

(c) When an alternate placement is suggested, the Bureau of Contract Administration shall notify the Institutional Community Release Agreement Program Coordinator who shall discuss the alternate program with the inmate and secure the inmate's written acceptance of the alternate program.

(d) The Institutional Community Release Agreement Program Coordinator shall advise the Bureau of Contract Administration of the inmate's decision to accept or reject an alternate program.

(e) When the applicant is accepted by the contract agency, the Bureau of Contract Administration shall prepare the transfer orders necessary for the inmate to be transferred from the correctional facility to the contract agency.

(f) A waiting list of inmates eligible for consideration by contract agencies for assignment to their programs shall be maintained by the Bureau of Contract Administration.

10A:20-4.15 Notification of contract agency that an inmate is available for a Community Release Agreement Program; contract agency responsibility

(a) After Form 686-I Section V. AUTHORIZATION FOR RELEASE OF INFORMATION has been signed by the inmate, classification material shall be forwarded by the Bureau of Contract Administration to the contract agency for purpose of screening the inmate applicant for the program. The contract agency must treat classification material with strict confidentiality.

(b) If desired, the contract agency may contact the Institutional Community Release Agreement Program Coordinator to arrange for an interview with the inmate.

(c) After a review of the inmate's application and classification material, the contract agency shall notify the Bureau of Contract Administration of the agency's decision to accept or reject the inmate for participation in their program.

(d) When the applicant is not accepted by the contract agency, all classification materials must be returned to the correctional facility with a written statement citing reasons for the denial. A copy of the denial shall be forwarded to the Bureau of Contract Administration by the contract agency.

10A:20-4.16 New Jersey State Parole Board hearing

New Jersey State Parole Board hearings for inmates assigned to Residential Community Release Agreement Programs shall be arranged and conducted in accordance with N.J.A.C. 10A:71-3 and any applicable statutes.

10A:20-4.17 New Jersey State Parole Board extension after inmate is approved for program and is awaiting placement

(a) When an inmate receives a New Jersey State Parole Board extension, after the inmate has been approved for transfer and is on the waiting list for a bed, the Bureau of Contract Administration shall request an updated parole eligibility date.

(b) When the inmate's updated parole eligibility date indicates that the inmate will be eligible again for placement in a Residential Community Release Agreement Program within the next three months, the application shall be held in the Bureau of Contract Administration "Pending File" until the inmate is eligible.

(c) When the inmate is eligible for placement in a Residential Community Release Agreement Program, the Bureau of Contract Administration shall request that the Institutional Community Release Agreement Program Coordinator forward updated information, such as psychological, progress sheet, and medical, to the Bureau for review.

10A:20-4.18 New Jersey State Parole Board extension for halfway house residents

(a) When an inmate's parole eligibility date has been extended, the parent correctional facility, the Regional Institution, the Bureau of Contract Administration and the Director of the halfway house shall determine whether the inmate will remain at the halfway house by reviewing the following:

1. The updated parole eligibility date;
2. The inmate's overall progress and adjustment in the Residential Community Release Agreement Program;
3. The inmate's prognosis for successfully completing the program if allowed to remain;
4. The total length of time the inmate will be in the program (if less than 15 months); and
5. Any other pertinent information.

(b) When an inmate's parole eligibility date has been extended, and the inmate's parole eligibility date would

extend participation in the Residential Community Release Agreement Program beyond 15 months, the inmate shall be returned to the correctional facility, but the inmate may reapply when eligible.

(c) Parole eligibility dates shall not be projected in determining appropriate placement of inmates in halfway houses or other Residential Community Release Agreement Programs.

10A:20-4.19 Preparation for transfer to contract agency

(a) A complete medical and dental checkup shall be given each inmate prior to an inmate's transfer to a contract agency.

(b) A check for the money remaining in the inmate's account shall accompany the inmate to the contract agency.

(c) Copies of the transfer authorization shall be sent by the Bureau of Contract Administration to appropriate personnel at:

1. The parent correctional facility;
2. The regional institution;
3. The New Jersey State Parole Board; and
4. The appropriate District Parole Office.

(d) The District Parole Office shall, in turn, notify the affected police department of the inmate's transfer to the contract agency and of the inmate's furlough address.

(e) The Bureau of Contract Administration shall be notified immediately of the cancellation of an impending transfer of an inmate to a contract agency so that another inmate may be selected for placement.

(f) The Institutional Community Release Agreement Program Coordinator shall encourage and assist the inmate, when appropriate, in obtaining documents that will be necessary in the inmate's search for employment and should be processed, if possible, prior to transfer. These documents may include:

1. A Social Security card;
2. A driver's license; and/or
3. A birth certificate.

(g) Only personal property, which can be carried inside two boxes not exceeding two feet by three feet by two feet, may accompany the inmate to the contract agency. All other personal property will be forwarded to the inmate's home or other designated address.

10A:20-4.20 Transportation of inmate

(a) The parent correctional facility shall be responsible for transporting or making the arrangements necessary for transporting the inmate to the contract agency.

(b) Inmates may be transported without restraint to the contract agency in a State owned passenger vehicle.

(c) After an inmate has been assigned to, and is living at, a Residential Community Release Agreement Program, the inmate shall be transported to a correctional facility in accordance with internal management practices and procedures established to provide transportation between Residential Community Release Agreement Programs and other correctional facilities.

Amended by R.1994 d.340, effective July 5, 1994.

See: 26 N.J.R. 1757(a), 26 N.J.R. 1938(a), 26 N.J.R. 2792(c).

10A:20-4.21 Contract agency rules, regulations and discipline

(a) An orientation to the contract agency and written rules and regulations shall be given to the inmate immediately following the inmate's arrival at the contract agency.

(b) Inmate residents who violate contract agency rules and regulations shall be subject to such restriction of privileges by contract agency staff as would apply to other inmate residents. Such restrictions shall be imposed in accordance with procedures developed by contract agency staff and agreed upon by the director of the contract agency and the Commissioner, Department of Corrections, or his or her designee (see N.J.A.C. 10A:4).

(c) Major disciplinary violations shall be reported immediately to the regional institution and the Bureau of Contract Administration.

(d) Major disciplinary violation charges shall result in the immediate transfer of the inmate to a correctional facility within the New Jersey Department of Corrections. Major disciplinary violations shall include, but are not limited to:

1. Charges by police for violation of law, except minor traffic and municipal violations;
2. Charges for or evidence of violation of any statute governing the use of a controlled dangerous substance (C.D.S.);
3. Asterisk prohibited acts as listed in the N.J.A.C. 10A:4-4, except for prohibited act *.207;
4. Some non-asterisked prohibited acts (see N.J.A.C. 10A:4), such as prohibited act .254 Refusing to Work, which interferes with the purpose of the Residential Community Release Agreement Program since one of the primary goals of the Program is to provide employment for inmates;
5. Unauthorized absences in excess of two hours;
6. Travel outside of the State of New Jersey;
7. Imbibing in alcoholic beverages; and
8. Sexual relations on the premises of the contract agency.

(e) All minor violations and in-house disciplinary actions shall be recorded in the contract agency's log book and the inmate's file for review by the Bureau of Contract Administration staff members.

Amended by R.1994 d.340, effective July 5, 1994.
See: 26 N.J.R. 1757(a), 26 N.J.R. 1938(a), 26 N.J.R. 2792(c).

10A:20-4.22 Urine monitoring

(a) All inmates who participate in Residential Community Release Agreement Programs shall be subject to urine monitoring.

(b) Urine monitoring at contract agencies shall be conducted in accordance with the requirements N.J.A.C. 10A:3-5.9.

(c) In order to comply with N.J.A.C. 10A:3-5.9(b), the director of the contract agency shall be considered the equivalent of the superintendent, and a staff supervisor shall be considered the equivalent of a correction officer of the rank of sergeant or above.

(d) Form 172-I CONTINUITY OF EVIDENCE—URINE SPECIMEN shall accompany all urine samples which are delivered by the contract agency to the Department of Corrections' laboratory.

(e) The laboratory shall report the results of a positive urine analysis to the Bureau of Contract Administration. The Bureau of Contract Administration shall notify the contract agency by telephone of positive urine analysis results and forward the laboratory report to the parent correctional facility with a copy to the contract agency.

(f) When the urine analysis is positive, the contract agency is responsible for:

1. Contacting the regional institution;
2. Making arrangements for the inmate's return to a correctional facility within the New Jersey Department of Corrections in accordance with N.J.A.C. 10A:20-4.2 and 4.20(c); and
3. Writing disciplinary charges in accordance with N.J.A.C. 10A:4.

Amended by R.1994 d.340, effective July 5, 1994.
See: 26 N.J.R. 1757(a), 26 N.J.R. 1938(a), 26 N.J.R. 2792(c).

10A:20-4.23 Emergency medical and dental treatment

(a) Emergency medical and dental services shall be provided for inmates assigned to Residential Community Release Agreement Programs.

(b) The directors of Residential Community Release Agreement Programs shall arrange for a hospital or alternate medical or dental facility to provide emergency medical and dental treatment to inmates assigned to their programs.

(c) When an inmate in a Residential Community Release Agreement Program is hospitalized due to an emergency, the director of the Residential Community Release Agreement Program shall notify the Superintendent of the regional institution and furnish the following information:

1. The inmate's name;
2. The inmate's number;
3. The name and location of hospital;
4. The diagnosis; and
5. The name of attending physician.

(d) It shall be the responsibility of the regional institution to notify the parent correctional facility and the Health Services Unit, Office of Institutional Support Service, of an emergency admission.

10A:20-4.24 Non-emergency medical services

(a) Residential Community Release Agreement Program which do not have physicians on staff, or do not have a written affiliation agreement with a hospital, shall utilize the non-emergency procedures at the regional institution.

(b) Non-emergency hospitalization or surgery shall be considered for approval by the Director of Medical Services, Health Services Unit, Office of Institutional Support Services (O.I.S.S.).

10A:20-4.25 Health care plans use and additional costs

(a) Inmates covered by health care plans through private sector employers may receive medical services from participating physicians to the extent of the provisions of the health care plan.

(b) Any initial per visit cost to determine the nature of a health problem required by health care plans shall be the responsibility of the inmate.

(c) Prior to using a health care plan, the inmate must sign a statement acknowledging that:

1. The inmate voluntarily chooses to use his or her health care plan; and
2. The inmate is cognizant that the New Jersey Department of Corrections would provide medical services to the inmate without charge.

(d) When the cost of non-emergent medical/dental treatment exceeds the amount of coverage provided by an inmate's private sector health care plan, the regional institution and the Director of Medical Services, Office of Institutional Support Services (O.I.S.S.), Health Services Unit, shall review the case to determine whether to approve payment of the additional cost prior to the inmate receiving treatment.

(e) When the regional institution determines that the inmate's requested non-emergent medical/dental treatment is elective, the regional institution shall not pay the additional cost which exceeds the amount of coverage provided by the inmate's private sector health care plan. However, the inmate may submit a request for approval to assume for himself or herself the additional cost of the non-emergent medical/dental treatment to the Chief, Bureau of Contract Administration, for submission to the Director of Medical Services, O.I.S.S., Health Services Unit, for review, pursuant to (d) above.

(f) A listing of health care plans and the inmates covered by them shall be kept on file at the contract agency.

10A:20-4.26 Medication or prescriptions

(a) The parent correctional facility shall be responsible for forwarding a 30-day supply of medication for the inmate with the correction personnel who are transporting the inmate to the Residential Community Release Agreement Program. The correction personnel shall be responsible for turning the medication over to the director of the Residential Community Release Agreement Program or his or her designee.

(b) Prescriptions cannot be continued beyond 30 days. If a prescription extension is required, the inmate shall be evaluated by:

1. The regional institution physician;
2. The physician under contract with the contract agency; or
3. The private health care plan physician.

10A:20-4.27 Inmate work credits

Inmates assigned to a contract agency shall be awarded work time credit pursuant to N.J.S.A. 30:4-92.

10A:20-4.28 Inmate wages in Substance Abuse Treatment Programs

(a) Inmates assigned to a Substance Abuse Treatment Program shall receive wages paid by the regional institution for a five day week based on the semi-skilled average pay level established by internal management policies and procedures.

(b) The regional institution shall forward a check to the Substance Abuse Treatment Program in the name of each inmate at the contract agency. The contract agency shall ensure that the inmate endorses and deposits the funds into an account for the inmate's personal use.

(c) The contract agency shall be responsible for notifying the Institutional Community Release Agreement Program Coordinator when an inmate secures paid employment.

(d) Wages paid by the regional institution shall terminate when the inmate secures paid employment.

10A:20-4.29 On site evaluation of pre-release employment sites

(a) The Bureau of Contract Administration shall be responsible for the evaluation of all prospective places of employment for pre-releases.

(b) The Bureau of Contract Administration staff shall initially survey any prospective pre-release employment placement, and the factors which may be taken into account include, but are not limited to:

1. Legitimacy of place of employment;
2. Credibility of the employer and other employees;
3. Proximity to the contract program;
4. Working conditions of the employees;
5. Availability of transportation;
6. Training opportunities afforded;
7. Potential health hazards to employees;
8. The ability of the employer to meet the New Jersey Department of Corrections' requirements, such as Workman's Compensation and minimum wage;
9. Reaction of union toward inmate employees; and
10. Reputation of place of employment in the community.

(c) The Bureau of Contract Administration shall:

1. Prepare and transmit pre-release employment evaluations, in writing, to the contract agencies and appropriate District Parole Offices;
2. Monitor contract agencies for compliance with employment policies and procedures; and
3. Maintain a current record of pre-release employment sites and completed employment evaluations.

10A:20-4.30 Notification of local police

The contract agencies shall notify the local police, in writing, immediately following an inmate's employment in the community.

10A:20-4.31 Monitoring employment/education sites

(a) Contract agencies shall monitor pre-release employment and education sites in accordance with applicable laws.

(b) The Bureau of Contract Administration shall be responsible for monitoring contract agencies for compliance with applicable laws and for periodic on-site monitoring of the pre-release employment and education sites.

(c) When an inmate starts employment or begins attending educational classes, the Bureau of Contract Administration shall implement a plan for monitoring the placement site as frequently as is necessary. The plan for monitoring the placement shall include periodic contacts with the employer, in the case of an employment placement, or with the campus security office, in the case of education placement.

(d) The periodic contacts may be concerned with factors that include, but are not limited to:

1. The inmate's attendance;
2. The quality of the inmate's relationship with the employer or school administration;
3. The quality of the inmate's relationship with the peer group at the placement site;
4. The inmate's adherence to standards at the placement site;
5. The inmate's work habits and attitudes;
6. The inmate's progress and/or problems;
7. The impact of the program upon the employer and community employees;
8. The reaction of the community to the program; and
9. The likelihood of the inmate retaining the employment or continuing the training after parole.

(e) The Bureau of Contract Administration shall report the results of contacts with the employment or education placement to the contract agency following each time the placement has been monitored.

(f) The Bureau of Contract Administration shall make the results of employment evaluations and periodic monitoring available to the appropriate District Parole Office, upon request.

10A:20-4.32 Maintenance fees

(a) All employed inmates who have been placed in a halfway house under contract with the Department of Corrections shall be required to pay a maintenance fee. The maintenance fee is in accordance with N.J.S.A. 30:4-91.4.

(b) Inmates placed in a Substance Abuse Treatment Program shall be required to pay a maintenance fee when the inmates reach the work release phase of the program.

(c) The maintenance fee is computed as follows:

1. Weekly gross earnings that total \$50.00 shall not be subject to maintenance; and
2. Gross earnings over \$50.00 and up to \$1,000 per week shall be charged a 15 percent maintenance fee, not to exceed \$142.50 per week.

(d) Residents shall be given a receipt for the maintenance paid and a copy shall be maintained by the contract agency.

(e) The maintenance fee shall be collected from each inmate by a designated staff member of the contract agency and the amount shall be deducted from the Department of Corrections' monthly invoice by the contract agency.

(f) Information relating to the collection of these maintenance fees shall be attached to Form 50/54.

10A:20-4.33 Payment of fines, penalties and restitution

All employed inmates who have been placed in a contract agency shall be required to pay fines, penalties and/or restitution required by the courts, statutes or Parole Board Authority.

10A:20-4.34 Bank accounts

(a) An inmate resident may open a passbook savings account in a commercial bank or other saving institutions for his or her use while at a contract agency.

(b) An inmate resident may not:

1. Open a bank checking account;
2. Open a charge account;
3. Purchase any item on an installment plan; or
4. Enter into any type of contract, unless approved by the Bureau of Contract Administration.

10A:20-4.35 Personal property

(a) Neither the Department of Corrections nor the contract agency shall be responsible for the personal property of inmates.

(b) Inmates may be permitted to retain in their possession such items of personal property in the contract agency as are permitted by contract agency regulations.

(c) Inmates shall make arrangements to have valuable and excessive property sent home prior to transfer to the contract agency.

10A:20-4.36 Resident passes and furloughs

(a) Inmate residents may receive passes and/or overnight furloughs in accordance with the contract agency's phase system which has been approved by the Bureau of Contract Administration.

(b) The contract agency shall develop a written accountability procedure, to be utilized while the inmate resident is on a pass or overnight furlough, which shall be submitted to the Bureau of Contract Administration for review. If approved, the accountability procedure shall be incorporated into the contract agency's policy and procedure manual.

10A:20-4.37 Overnight furlough limitations

Overnight furloughs shall not exceed two nights or 56 hours within a seven day period unless prior approval has been granted by the Bureau of Contract Administration.

10A:20-4.38 Overnight furlough exclusions

(a) An inmate shall be excluded from receiving an overnight furlough if the inmate:

1. Does not have an approved furlough plan; or
2. Is unemployed and is not engaged in an educational or vocational training program.

10A:20-4.39 Escapes

(a) An inmate residing at a contract agency shall be deemed an escapee under the following conditions:

1. The inmate leaves the contract agency without the authorization of the director or his or her designee; or
2. The inmate fails to return to the contract agency, more than two hours after designated time of return unless the designated time of return has been extended for legitimate reason by the director or his or her designee. The contract agency shall assume the responsibility for determining the legitimacy of the reason for granting an extension.

(b) The inmate who cannot be contacted at the destination to which the inmate has been granted temporary leave shall not be deemed an escapee unless the inmate fails to return to the contract agency at the designated time of return. No two hour "grace period" referred to in (a)2 above may be granted to the inmate under these circumstances. However, if the contract agency receives information that the inmate is leaving or has left the jurisdiction, the regional institution shall be notified immediately.

(c) If the inmate cannot be contacted at the temporary leave site, but does contact the contract agency, the designated time of return may be adjusted by the director of the contract agency or his or her designee, allowing sufficient time for the inmate to return to the contract agency.

(d) An adjustment in the time of return shall be documented with staff signatures on the sign in/out sheet and the log book. No two hour "grace period" may be granted to the inmate who fails to return to the contract agency by the adjusted designated time of return.

10A:20-4.40 Contract agency staff authorized to report escapes

(a) The contract agency shall be responsible for providing the Bureau of Contract Administration with a current list of agency staff members who are authorized to report escapes.

(b) The Bureau of Contract Administration shall be responsible for providing the list of agency staff members who are authorized to report escapes to the Center Control of the regional institution.

10A:20-4.41 Procedure for reporting an escape

(a) The contract agency staff member who is on duty at the time of the escape is responsible for the immediate notification of the director or his or her designee.

(b) The director or his or her designee shall be responsible for notifying the Center Control of the regional institution of the escape and providing Center Control with all pertinent information that is available at the time.

(c) When additional information becomes available or the inmate returns to the contract agency, the contract agency shall immediately notify the Center Control of the regional institution.

10A:20-4.42 Writing the escape charge

(a) The contract agency staff member who was on duty at the time of the escape shall be responsible for writing the escape charge.

(b) The contract agency shall notify the Bureau of Contract Administration of the escape as soon as possible during regular business hours or on the morning following a weekend or holiday.

10A:20-4.43 Persons authorized to remove inmates from contract agencies

(a) An inmate resident legally residing in a contract agency may be removed from a contract agency only by the following persons:

1. Law enforcement personnel holding a legal warrant or a Writ of Habeas Corpus; or
2. Staff of the regional institution or from the correctional facility assigned to transfer the inmate.

(b) Advance notice of the impending removal of an inmate shall be provided to the contract agency by the concerned correctional facility except in cases where such notification could lead to the inmate absconding.

(c) Upon arrival, official identification must be presented to the contract agency by the person(s) authorized to remove an inmate from the contract agency.

10A:20-4.44 Non-disciplinary administrative returns

(a) Situations warranting an administrative return of an inmate to the correctional facility may include, but are not limited to:

1. An inmate needing medical treatment which is required to be obtained at the correctional facility;

2. An inmate failing to make a satisfactory adjustment although the inmate has not committed a major infraction;

3. An inmate desiring to return to the correctional facility;

4. An inmate displaying signs of becoming a potential escape risk; and/or

5. The correctional facility receiving a detainer which requires a change in the inmate's minimum custody status.

(b) In cases when an inmate is being returned to the correctional facility for administrative reasons, the director or his or her designee shall prepare a report which indicates the reason(s) for the return.

(c) A copy of the report shall be given to the correction officer(s) who is transporting the inmate, and a copy shall be forwarded to the Bureau of Contract Administration. The report shall include the following information:

1. The detailed reasons for the return of the inmate; and

2. A summary of the inmate's overall attitude and adjustment while in the Residential Community Release Agreement Program.

10A:20-4.45 Disciplinary transfer

(a) When an inmate violates a prohibited act(s) that is listed in N.J.A.C. 10A:20-4.21(d), the inmate shall be transferred to a Department of Corrections' correctional facility in accordance with N.J.A.C. 10A:20-4.2 and 4.20(c).

(b) Copies of reports, notices and other documents related to an inmate's return from a contract agency shall be forwarded by the Bureau of Contract Administration to:

1. The appropriate regional institution;

2. The parent correctional facility; and

3. The Bureau of Parole personnel.

(c) In accordance with N.J.A.C. 10A:9-6.5, the Inter-Institutional Classification Committee (I.I.C.C.) shall, at the next regularly scheduled meeting, review the disciplinary transfers of inmates from Residential Community Release Agreement Programs to correctional facilities within the New Jersey Department of Corrections.

Amended by R.1994 d.340, effective July 5, 1994.

See: 26 N.J.R. 1757(a), 26 N.J.R. 1938(a), 26 N.J.R. 2792(c).

10A:20-4.46 Forms

(a) The following forms related to Residential Community Release Agreement Programs shall be reproduced by each correctional facility from originals that are available by contacting the Standards Development Unit:

1. 172-I CONTINUITY OF EVIDENCE—URINE SPECIMEN;

2. 684-VI REQUEST FOR INVESTIGATION OF FURLOUGH DESTINATION;

3. 686-I RESIDENTIAL COMMUNITY RELEASE AGREEMENT PROGRAM APPLICATION;

4. 686-II MEDICAL EVALUATION;

5. 686-III WAIVER OF RIGHT TO RECEIVE MEDICAL TREATMENT PROVIDED BY THE DEPARTMENT OF CORRECTIONS;

6. 686-IV TREATMENT INFORMATION; and

7. 686-V RELEASE OF INFORMATION.

