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JOHN Q. HAMM
COMMISSIONER

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ADMINISTRATIVE REGULATION
NUMBER

020

OPR: RESEARCH AND PLANNING

RESEARCH AND PLANNING

I. GENERAL

This Alabama Department of Corrections (ADOC) Administrative Regulation (AR) establishes responsibilities, policies, and procedures for the Research and Planning Division as well as the publication and distribution of ADOC statistical reports.

II. POLICY

It is the policy of the ADOC to coordinate research and planning activities to collect, analyze and report statistical data, coordinate policy development and the AR process, administer the Records Disposition Authority (RDA), and respond to internal/external requests for information.

III. DEFINITIONS AND ACRONYMS

- A. **Administrative Regulation (AR)**: ADOC policies and procedures that affect significant department activities that must be kept current and available for reference and produced under controlled procedures that ensure coordination, review and approval.
- B. **ADOC Reviewer**: Provide feedback, suggest improvements, and make recommendations to the researcher about whether to accept, reject or request changes.
- B. **Death In Custody Reporting Act (DICRA)**: Bureau of Justice Assistance requires states to collect and share data on all deaths in custody that occur in their custody.
- C. **Monthly Statistical Report (MSR)**: Monthly report with a detailed representation of inmate population, trends, programming, intakes, releases, work release salaries and other categories as requested by state law or request of the Commissioner.
- D. **Office of Primary Responsibility (OPR)**: The Office of Primary Responsibility is that Associate/Deputy Commissioner, Supervisor/Director, staff unit, office, or activity having functional responsibility for the program, procedure, law, rule, regulation, or policy matter addressed in the respective AR.
- E. **Records Disposition Authority (RDA)**: A document compiled by the Government Records Division (GRD) of the Alabama Department of Archives and History (ADAH) and approved by the State Records Commission (SRC), which establishes retention periods and disposition instructions for records created and maintained to carry out the mandated functions and activities of the ADOC and provides the legal authority for the ADOC to implement records destruction. See ADOC AR 027, *Records Retention*.

IV. RESPONSIBILITIES

- A. The Research and Planning Supervisor/designee is responsible for ensuring:
1. Research is conducted in the following manner:
 - a. Conducting ADOC research in areas not being addressed by existing programs or by request of the Commissioner.
 - b. Facilitating independent/employee research projects.
 2. Planning is conducted in the following manner:
 - a. Planning, developing, distributing and publishing statistical reports to SharePoint and/or the ADOC website to include, but not limited to, the MSR, and the Joint Legislative Prison Oversight Committee Quarterly and Annual Reports.
 - b. Planning and developing monthly management reports and trend analysis models for management personnel.
 - c. Providing annual data to the Public Information Manager (PIM) for development of the ADOC Annual Report.
 3. Administration of ARs is conducted in the following manner:
 - a. Coordinating, reviewing, editing and formatting all proposed/revised departmental ARs and Division manuals.
 - b. Maintaining historical files of ARs.
 4. Administration of the RDA is conducted in the following manner:
 - a. Retaining records in accordance with AR 027, *Records Retention*, and ADOC litigation holds issued by the ADOC General Counsel/designee.
 - b. Submitting the required annual report to the Alabama Department of Archives and History (ADAH).
 5. Administration of the Death in Custody Reporting Act:
 - a. Completing and submitting the DCR-1A form for each inmate death in ADOC custody to the Alabama Department of Community Affairs (ADECA), the State Administering Agency (SAA), for Alabama.

V. PROCEDURES

- A. The following procedures apply to ADOC research or requests from the Commissioner.

Research & Planning will:

1. Provide analytical assistance to facilities and divisions for specific research projects.
2. Coordinate, assist, and assess all research of ADOC operations and programs conducted by authorized personnel.

3. Provide data and/or policy research fiscal impact research on proposed legislation.
 4. Respond to ad hoc questions, questionnaires, and surveys. Assesses published results when possible.
- B. The following procedures apply to Independent Researcher projects:
1. Any researcher will submit sufficient information for a background check to be conducted in accordance with AR 216, *Background Investigation*.
 2. An informal review of any research proposal will be conducted by the ADOC Reviewer to evaluate the requirements of ADOC and/or the researcher. The project will be evaluated on the potential value to ADOC and any possible conflict or estimate of disruption to normal activities and to ensure no exploitation of inmates or ADOC staff will occur. The ADOC Reviewer will confirm with the facility or Division that they approve their respective phase of the research project.
 3. After the research proposal has been approved by the ADOC Reviewer, it will be submitted to the respective Associate/Deputy Commissioner for approval, who will then submit the proposal to the Commissioner or his/her designee, for final approval. Once approved by the Commissioner or his/her designee, the ADOC Reviewer will submit a formal proposal to the Research and Planning Division, which will include the following:
 - a. Overview of study, including a brief literature review for justification;
 - b. Research methodology;
 - c. Research questions;
 - d. Materials required;
 - e. Research timeline.
 4. Each ADOC facility and/or division involved in the project will approve their respective phase of research.
 5. Prior to proceeding with a project, independent researchers will be required to complete and sign Form 20-B, *Department, University, and Researcher Agreement* and be aware of the ADOC regulation, program, or system that relates and/or is impacted. ADOC Form 20-A, *Inmate Research Projects Release of Data Acknowledgement Form*, will be completed before the start of the project.
 6. Publication resulting from research:
 - a. Researchers must submit their findings for review and approval to the ADOC Reviewer at least 60 days prior to publication who intend to publish independently the results of research conducted should give appropriate acknowledgement to ADOC personnel who assisted them. One copy of the manuscript, thesis, dissertation, or subsequent publication will be submitted to the Research and Planning Division for retention in the ADOC Library.
 - b. Prior to publication of the document, the ADOC Reviewer will review a copy for editorial comment and to ensure compliance with state and federal law and ADOC ARs, SOPSSs, and security concerns.

- C. The Research and Planning Division will follow these procedures for statistical reporting:
1. Receive, run, edit, and assemble the required documents necessary to create and publish the MSR.
 2. Compile, edit, assemble, distribute and publish the Joint Legislative Prison Oversight Committee Quarterly and Annual Reports with information received from:
 - a. Special Services Division;
 - b. Prison Rape Elimination Act Director;
 - c. Legal Division;
 - d. Reentry/Education;
 - e. Drug Treatment;
 - f. Religious Programs;
 - g. Health Services;
 - h. Alabama Correctional Industries;
 - i. Accounting;
 - j. Community Corrections.
 3. Maintain files and distribution lists of reports.
 4. Produce internal management reports with trend analysis to aid in departmental planning.
 5. Provide inmate population, demographic, program details, etc. to the Public Information Division for use in ADOC Annual Report.
- D. The following procedures will be followed for the oversight of the AR process in accordance with AR 001, *Administrative Regulations Procedures*.
1. Coordinate the process for updating current ARs and creating new ARs:
 - a. Work with internal OPRs to discuss and develop any changes to existing ARs to ensure accuracy.
 - b. Format and type ARs to ensure consistency.
 - c. Obtain signatures from all Associate/Deputy Commissioners or other parties who have a vested interest to ensure accuracy and agreement.
 - d. Have ARs published and distributed on document management system, and ADOC website (if not Restricted).
 2. Maintain historical ARs.

- E. The following procedures will be used for the oversight of the RDA:
1. Approve or deny requests for destruction of documents based upon AR 027, *Records Retention*, and maintain a record of all requests based upon ADOC's approved RDA.
 2. Submit a required annual report to the Alabama Department of Archives and History (ADAH) through an electronic portal providing copies of all requests for destruction and the amount by cubic feet of documents approved to be destroyed.
 3. Update the RDA with forms used within the ADOC.
- F. The following procedures will be used for the administration of the Death in Custody Reporting Act:
1. Receive the Opened and Closed Death Cases for the month from Special Services.
 2. Complete a Death in Custody Reporting Act form for each inmate death using the details provided by LESD report.
 3. Once all reports have been completed for the month, attach and send by email to DICRA@adeca.alabama.gov.

VI. DISPOSITION

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

VII. ANNEXES AND FORMS

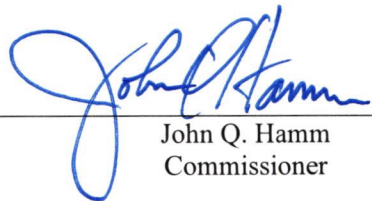
- A. ADOC Form 20-A, *Offender Research Projects Release of Data Acknowledgement Form*.
- B. ADOC Form 20-B, *Department, University, and Researcher Agreement*.

VIII. SUPERSEDES

This AR supersedes AR 020, *Research and Planning*, dated December 21, 2005, and AR 008, *DOC Monthly and Annual Statistical Report*, dated March 29, 2005.

IX. PERFORMANCE

Code of Alabama 1975 § 14-1-1.1 *et seq.*


John Q. Hamm
Commissioner



Alabama Department of Corrections

**INMATE RESEARCH PROJECTS
RELEASE OF DATE ACKNOWLEDGEMENT FORM**

Title of Project: _____
Primary Researcher: _____
Facility Involved: _____

I am a voluntary participant of the above research project and understand that the information given is to be used in research and possibly will result in a published document.

Special Conditions:

Signature of Person Interviewed

Date

Signature of Researcher

Date

DEPARTMENT, UNIVERSITY, AND RESEARCHER AGREEMENT

This Agreement is between the Alabama Department of Corrections (hereafter referred to as the "Department"), _____ (hereafter referred to as the "University"), and _____ (hereafter referred to as the "Research Personnel"), concerning the supervision of the Research Personnel whose proposal has been accepted by the Department and University.

A. TERM

This Agreement shall begin on the ____ day of _____, 20____, and shall end on the ____ day of _____, 20____. This Agreement may be terminated by any party by providing (30) days' notice to the other parties, or immediately by the Department for failing to comply with any requirement or policy of the Department.

B. CONDUCT AND ATTIRE

1. Research Personnel will be subject to Alabama statutes and governing law and all basic administrative rules and regulations of the Department and State employment. Attire and grooming will adhere to standards set forth in ADOC Administrative Regulation 217. The below signed representative of the Department will ensure all Research Personnel are apprised and understand the pertinent rules and regulations governing their conduct while working inside the correctional facility. The Department reserves the right to immediately terminate this Agreement and bar the Research Personnel from any facility for failing to comply with any requirement or policy of the Department.
2. All visits under this Agreement must be during normal business hours on dates and times as scheduled with, and approved by, the Warden of each facility. Research Personnel shall be subject to all security provisions of the Department including, but not limited to, background checks and searches of his or her person or property to include search of personal vehicles. At no time will cell phones, recording equipment, or communication devices of any kind be allowed into the institution without the prior, written permission of the Warden of the institution. Weapons are not allowed on state property. The Department reserves the right, in each institutional Warden's discretion, to deny or prematurely end any visit by the Research Personnel or to condition any visit in the interests of security.
3. Pursuant to Alabama Code Section 14-11-31 as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in the custody of the ADOC by a contractor of the ADOC who is responsible for the care, control, or supervision of inmates - with or without the consent of the inmate - is illegal. Under Alabama law, it constitutes a felony - custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Assault and Harassment Awareness (Prison Rape Elimination Act (PREA)).
4. The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct - including suspected conduct that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the state or federal laws referenced above, shall be reported immediately to the Warden of the facility to which that inmate

C. EXPENSES AND LIABILITIES

1. All expenses and liabilities are assumed by the Research Personnel. Research Personnel are not agents of the Department or the University and are not eligible for any privileges or entitlements under the Merit System Act.
2. Nothing in this Agreement shall be construed to be a waiver of immunity by either the Department or the University. Research Personnel agree to indemnify and hold harmless the State of Alabama, the Department, the University, and their officers and employees from and against any and all loss or damage, including court costs and attorney's fees, for liability claimed against or imposed upon the Department or the University because of a bodily injury, death, or property damage, real or personal, including loss of use thereof, arising out of or as a consequence of this Agreement.

D. PARTICIPATION

Research Personnel will only be expected to perform, and may only perform, the research activities described in the approved proposal. Research Personnel will not perform any law enforcement or correctional officer duties. Communications with inmates will be limited to the research activities described in the approved proposal. Any other necessary communication with inmates will be through designated Department personnel or under their supervision.

E. CONFERENCE AND PERFORMANCE APPRAISALS

1. The Department representative serving to coordinate the research project will complete any necessary paperwork required upon completion of the project.
2. The University will provide the Department representative with any forms or documents explaining responsibilities relative to this project.

F. REPORTS

1. All written reports produced by Research Personnel are subject to the terms of the Department Regulations governing disclosure of such information. A copy of any report shall be provided to, and will become the property of, the Department. It is expressly understood that the final Report will be subject to the Alabama Open Records Act.
2. To the extent that the work under this Agreement requires Research Personnel to have access to personally identifiable information about an individual (hereinafter referred to as "PII"), Research Personnel shall, after receipt thereof, treat such PII as Confidential Information and safeguard such information from unauthorized use and disclosure including, but not limited to, protection of PII as required by Federal or State law and any requirements of the Alabama Office of Information Technologies (OIT). Research personnel and/or University agrees not to appropriate such PII for its own use or to disclose such information to third parties unless specifically authorized by the ADOC in writing.
3. The Parties recognize the right of the Research Personnel, in conjunction with the University, to publish the results of the work. In order to avoid the publication of Confidential Information pursuant to this term, University and any Research Personnel will submit any prepublication materials to the Department for review and comment on at least sixty (60) days prior to planned submission for publication. Any further extension will require subsequent agreement between the Parties. The Department shall notify University and Research Personnel within thirty (30) days of receipt of such materials whether the publication describes any Confidential Information that may not be disclosed.

G. MISCELLANEOUS

1. Debt to State. It is agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may during the course of this Agreement be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect.

2. Alternative Dispute Resolution. In the event of any dispute between the Parties, senior officials of the Department, the University, and Research Personnel shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment for the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation, subject, however, at all times to the sovereign immunity of the State. Such dispute resolution shall occur in Montgomery, Alabama utilizing, where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

3. Immigration. The Parties agree, and hereby acknowledge, that all terms, covenants, and conditions, or actions taken under this Agreement shall comply with all applicable state, federal, or local laws, including the Alabama Beason-Hammon Alabama Taxpayer and Citizen Protection Act as amended. By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

4. Boycott Certificate. In compliance with Act 2016-312, as codified Code Section 41-16-5, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

5. Modifications. It is understood that this Agreement constitutes the entire agreement of the Parties. Any modifications, renewals, or extensions, must be mutually agreed upon in writing by both Parties.

THE ABOVE IS READ AND AGREED UPON AND SERVES AS A BASIS FOR THE RESEARCH PROJECT.

s/	s/	s/
Dept. Representative of	Univ. Representative of	Research Personnel of
Dated:	Dated:	Dated: