



CROW WING COUNTY JAIL SENTENCE TO SERVICE CONTRACT

NAME: _____ D.O.B.: _____
FIRST / MIDDLE / LAST

COURT FILE #: _____ BUNK #: _____

You have been referred to the Sentence To Service (STS) Program by a sentencing court. You have volunteered to participate in the STS Program in lieu of other court ordered sanctions. This multi-page packet will describe the program and what is expected of you. If you do not complete your specified time, or do not follow the rules and policies of the STS Program or the Jail, the sentencing court will be notified and alternative actions may be considered.

By signing this agreement you acknowledge that you have read, understand, and agree to comply with the conditions set forth in the documents listed below. You also declare that the information you have provided is true, accurate, and complete.

PARTICIPANT SIGNATURE: _____ DATE: _____

PROGRAMS STAFF: _____ DATE: _____

Forms/Acknowledgements to be completed prior to starting work:

- _____ Signature Page
- _____ Medical Information & Fitness Declaration Form
- _____ STS Labor Contract
- _____ Jail & Fine Contract
- _____ Consent for Release of Information
- _____ STS Supplemental Agreements

OFFENDER MEDICAL INFORMATION SHEET

NAME: _____ DOB: _____ SOC. SEC. #: _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE #: (Home) _____ (Work) _____

EMERGENCY CONTACT NAME: _____ TELEPHONE #: _____

To assist with job or task assignment, check the following if you have had, or are now experiencing:

- | | |
|-------------------------------|---|
| _____ Breathing/lung problems | _____ Suicidal |
| _____ Allergic to Bee Stings | _____ Seizures |
| _____ Poison Ivy Allergy | _____ Cancer |
| _____ Other Allergies | _____ Diabetes |
| _____ Fainting or Blackouts | _____ Asthma |
| _____ Heart Trouble | _____ Now Pregnant |
| _____ Head injury | _____ Sensitive to heat/cold temps (frostbite/heatstroke) |
| _____ Hemophilia | _____ Hepatitis A, B, C, or HIV Positive |
| _____ Back Injury | _____ Other Disabilities/Impairment |

I do* I do not have a medical restriction that limits the type of service or labor that I can perform.

*If yes, please explain:

Physician: _____ Clinic: _____

Clinic Phone: _____ Are you presently receiving Medical Assistance? _____

Do you have Health Insurance? _____ If yes, name of Insurance Company _____

I understand that if I am injured while performing work service, I **must** notify my STS crew leader **immediately**. I also understand that my medical insurance must pay for any medical costs. If I do not have any medical insurance, or I have costs that are not covered by my insurance, I must contact my STS crew leader within 30 days of the date of injury to file a claim, otherwise I will assume full responsibility for my medical costs.

I declare under penalties of perjury that I have examined this document and that it is true, correct, and complete to the best of my knowledge and belief.

PARTICIPANT SIGNATURE: _____ DATE: _____

DECLARATION OF FITNESS

Court File #: _____

I, _____, hereby inform the Sentence to Service authorities that:
(Name)

I do* I do not have a disability or medical problem which would prevent me from participating in the Crow Wing County Sentence to Service Work Program.

I am* I am not under a physician's order regarding work ability.

Participant Signature

Date

* IF THE ANSWER TO ANY OF THE ABOVE IS YES, YOU MUST HAVE YOUR PHYSICIAN COMPLETE THE STATEMENT BELOW VERIFYING YOUR PRESENT FITNESS TO PARTICIPATE IN THE SENTENCE TO SERVICE WORK PLACEMENT PROGRAM AND LIMITATION(S) OF WORK ASSIGNMENTS, IF ANY.

Physician Statement: (Typewritten Please)

Physician Signature

Date

Telephone #

LABOR CONTRACT

You have been chosen to participate in the Sentence to Service Program. The work may be very challenging and physical, but you will not be asked to do anything beyond your capabilities. If you are unable to perform some of the tasks assigned or need other special considerations, it will be your responsibility to inform the Crew Leader. Your cooperation is extremely important and you will be expected to perform as an employee would within the framework and rules of the STS Program. This packet is provided to you for your information and outlines your responsibilities. **Remember: STS is a Privilege.**

WORK REQUIREMENTS

SAFETY

Safety will always be the priority consideration. Any and all injuries, no matter how minor, must be reported to the Crew Leader or Supervisor immediately. You will receive instructions on how to use tools properly and the appropriate safety equipment. It will be your responsibility to check the equipment you are using to ensure that it is in good working condition. Any needed repairs are to be reported immediately.

1. Safety equipment will always be used when using tools requiring it.
2. Seat belts will be worn while traveling in any vehicle when working on STS.
3. Power tools are operated only with permission from your supervisor.
4. Any behavior deemed to be unsafe to the crew members or others will not be tolerated and will result in severe disciplinary action.
5. Accident Reporting – Injuries Requiring Medical Attention:

It is absolutely necessary that all injuries be reported to the Crew Leader immediately so proper medical attention can be provided.

The Crew Leader is trained to provide first aid for minor injuries. If you are injured while performing STS duties and require more medical attention, medical services will be made available to you.

Failure to report any injury may result in your medical claims being denied. A crew member that has a medical card or health insurance shall provide the information at the time of medical services. You are responsible for any medical bills you incur while serving on the STS program, until it can be established that your claim is legitimate and you have no other resources for payment of claims.

After emergency medical treatment has been obtained, the Crew Leader will ask you to sign a medical claim and release form which will allow the claims officer to review your medical bills for payment. Failure to sign the necessary forms may result in the denial of payment of your claim and the certification of your STS hours completed, as well as possible termination from the STS Program.

DAILY SCHEDULE

Report to the pickup site at the designated time. Your work time begins when you report and ends when the Crew Leader releases you. If you expect to be late or absent, you must notify the jail staff immediately.

STS projects occur indoors and outdoors in all types of weather year-round. It is your responsibility to come prepared for any type of weather conditions. If severe or extreme weather conditions force work cancellation, the Crew Leader will attempt to notify jail staff prior to you reporting for work.

Because of the nature of the work, you will be responsible for dressing appropriately for the weather and season. If the Crew Leader or supervisor feels you are not dressed appropriately, you will not be allowed to work and given an unexcused absence for the day. During cold weather, it is recommended that you wear layered clothing. Safety toed work boots or hard-soled shoes are recommended as daily apparel. If it appears it is going to rain, you should bring rain repellent outerwear. Halter-tops or bathing suits are not acceptable at any time. Tennis shoes and cowboy boots may be prohibited, depending on the nature of the work. The work often involves painting or other such activities that may soil your clothing, thus wearing old clothing is highly recommended.

Minimum

Jeans or work pants
Long sleeved work shirts
Hard-soled shoes
Rain jacket

Recommended

Layered clothing during cold weather
Safety toed work boots
2-piece rain gear

HARASSMENT

The Sentence to Service Program will not tolerate harassment of any kind. Examples of harassment may include the following:

GENERAL HARASSMENT

1. Exclusion from orientation or teamwork.
2. Disrespecting, belittling, demeaning, insulting, or remarks or profane language.
3. Repeatedly making the person or a characteristic unique to that person, the object of jokes.
4. Ridicule of a person for any reason.
5. Sabotage of a person's character, reputation, work efforts, or property.
6. Unequal assignments of the "dirty work" or repeated assignments to less challenging duties not based on ability.
7. Unequal application of performance standards, discipline or work rules.

RACIAL AND ETHNIC HARASSMENT

1. Any behavior listed above which is applied to one's race, color, heritage, or national origin.
2. Telling jokes or making derogatory remarks about one's race or national origin.
3. Use of language implying inferiority of a race or national heritage.
4. Criticism of one's civil rights activities.

SEXUAL HARASSMENT

1. Any of the previously listed forms of treatment, which the person states is causing discomfort because of one's sex.
2. Unwanted sexual compliments, looks or suggestions, about one's clothing, body, or sexual activity
3. Unwanted touching, brushing against another's body, patting, or pinching.
4. Demanding sexual favors accompanied by implied or overt threats concerning conditions of employment.
5. Displaying pictures or objects in work areas that depict nude or inadequately clothed men or women.

RELIGIOUS AND PERSONAL HARASSMENT

1. Any behavior listed above, or use of demeaning or derogatory names, which is applied to, or about one's religion, disability, age, or Veteran status.

If you have any questions or concerns regarding harassment, you must follow these procedures and a complete report must be filed per instructions within 10 calendar days of the incident:

Crew Member to Crew Member – Report immediately to your Crew Leader.

Crew Leader to Crew Member – Report immediately to your probation officer, restitution coordinator, or the STS Regional Administrator.

Crew Member to Crew Leader – Crew Leader reports immediately to the STS Regional Administrator.

DISCIPLINE

Your placement in the STS Program is a **privilege**. Your Crew Leader may administer necessary disciplinary action.

Actions may include: A verbal reprimand, written reprimand forwarded to Programs Staff and/or probation officer, and possible suspension and/or termination from the STS Program.

Hours of work credit will only be given for productive time while on the program. The Crew Leader or Supervisor will determine how many hours of work credit are given to you for each day. Please refer any questions regarding work credit or outdates to jail program staff, **NOT THE STS CREW LEADERS!**

The following are behaviors that will not be tolerated and will result in disciplinary action:

1. Unexcused absences or tardiness.
2. Leaving the job site early without permission or taking extended or unauthorized breaks.
3. Violation of safety rules or practices including misuse or abuse of tools/equipment.
4. Excessive profanity.
5. Horseplay or roughhousing.
6. Intimidation or threats towards crew members (verbal aggression) or others.
7. Insubordination – failure to follow instructions, disobedience, disrespect.
8. Serious acts of aggression or physical violence of any kind.
9. Destruction of property due to misuse, negligence, or malicious intent.
10. Poor work attitude and/or performance.
11. Use or possession of alcohol and/or drugs on the work site or during work hours.
12. Gambling or wagering of any type.
13. Possession of fireworks, firearms, or any other weapons, including pocket knives of any type.
14. **Receiving visitors, or any telephone usage while at work site.**

NOTE: Actions not specified or outlined above will be dealt with at the discretion of the Crew Leader and/or the Crow Wing County Jail staff.

TOOLS AND EQUIPMENT

Each day you will be issued tools and safety gear or projects you will be working on. It will be your responsibility to inspect the tools and equipment for satisfactory operation. Notify your Crew Leader immediately if your equipment is damaged or not serviceable. You will be trained in the proper use of the equipment. It is your responsibility to use all equipment properly and maintain it as instructed by your Crew Leader. At the end of each day, you are responsible for cleaning, servicing, and returning your equipment to the Crew Leader. Report any problems you may have had to your Crew Leader. Make sure your Crew Leader checks off your equipment as you return it.

MISCELLANEOUS

You are responsible for your own personal needs. Toilet facilities may not be available at all work sites.

You are required to wear your jail wristband at all times. If you break or damage it while on STS, you are required to return it to the jail. Your TEAM account will be charged \$5.00 for its replacement.

During the workday, you will be allowed a 15-minute break in the morning and afternoon. One 30-minute lunch break will be taken. A bag lunch will be provided. Break times will be determined by the Crew Leader.

All tobacco use is prohibited at all times.

The majority of clients who have participated in the STS Program have found it to be a very positive experience. The program is designed to simulate "real world" job experience. You are cautioned to read and be sure you understand what will be required of you. Once you start the STS Program, your Crew Leader will make decisions involving your participation. Be sure you have his/her name and phone number available.

CREW LEADER: _____

PHONE #: _____

PARTICIPANT STATEMENT OF UNDERSTANDING

I hereby certify, to the Crow Wing County Sheriff's Office, the District Court, and the Minnesota Department of Corrections, that I have read and understand, or have been read and understand the Sentence to Service Labor Contract and the Conditions of Participation in the STS Program.

I agree to abide by the conditions that are set forth. I understand that failure to successfully complete the STS Program will result in loss of credit for hours worked.

PARTICIPANT SIGNATURE: _____

DATE: _____

PROGRAMS STAFF: _____

DATE: _____

JAIL AND FINE CONTRACT

TERMS AND CONDITIONS

1. I understand that I cannot use alcohol or non-prescription medications and may not be under their influence on the worksite. I will submit to a urinalysis, PBT, or intoxilyzer test if requested. I understand that I must advise the jail and Crew Leader if I am using a prescription or over-the-counter medication.
2. I agree to cooperate with, and to follow the instructions and directions of the Crew Leader. I will keep all scheduled work appointments. I will notify the Crew Leader and/or jail staff immediately in the event of an emergency that would prevent me from working as scheduled.
3. Pursuant to Minnesota Statute 3.739, I agree to hold harmless the worksite, Sentencing Court, State and County employees and/or agents, from any claims, by me, arising from or out of my participation in the Sentence to Service Program.
4. I understand that in addition to abiding to the terms and rules of the Sentence to Service Program, I must abide by all the terms and conditions of the Sentencing Order of the Crow Wing County District Court and the rules of the Crow Wing County Jail.
5. All jail fees must be paid (\$0.00 lien balance) before receiving jail credit.
6. All base fines & pay for stay must be worked off or paid in full prior to being given jail credit. I understand that I will work off all base fines at a rate of \$6.00 per hour and pay for stay at a rate of \$50.00 per day based on a full day.
7. As an STS crew member, you may be the subject of Minnesota Department of Corrections (DOC) public relations materials and/or media coverage. When you sign this agreement, you are authorizing the DOC and/or media to photograph, interview, film, record, etc. your participation in the STS program and use this material for any legitimate purpose, including transfer of the material to another entity for any legitimate purpose, including website photographs advertising the STS Program.

PARTICIPANT SIGNATURE: _____ DATE: _____

PROGRAMS STAFF: _____ DATE: _____

CREW LEADER: _____ DATE: _____

CONSENT FOR RELEASE OF INFORMATION

The Crow Wing County Sentence to Service Program requires all program participants to provide verification of medical treatment, and/or advice, as it pertains to absence from scheduled workdays.

I, _____, hereby authorize _____ to
(Print Patient Name) (Healthcare Provider/Agency)

release to the Crow Wing County Sentence to Service Coordinator, information as it pertains to my absence from the Sentence to Service Program.

This CONSENT FOR RELEASE OF INFORMATION is valid 30 days after my release from the Sentence to Service Program.

(Participant Signature)

(Date)

PLEASE DETACH AND KEEP THIS PORTION WITH PATIENT'S MEDICAL RECORD(S)

PHYSICIAN TO COMPLETE AND RETURN THIS PORTION TO THE PATIENT

Patient Name: _____ Date Seen/Contacted: _____

Physician Name: _____ Date(s) Excused from Work: _____

Was patient medically restricted from work on the date of visit/contact? YES / NO

Diagnosis: _____

List any restrictions or limitations the patient will have upon return to work: _____

(Physician's Signature or Representative)

(Date)

SENTENCE TO SERVICE SUPPLEMENTAL AGREEMENT

Now that you have read and thoroughly understand the Sentence to Service Program contract, you are expected to abide by the rules and regulations of this program as well as the Crow Wing County Jail.

You are expected to provide an initial urine specimen at your expense of \$40.00. This fee is due immediately upon testing. If your test results are positive, you will not be allowed to participate in the Sentence to Service program until your results are negative. Retesting will be done at the discretion of the Programs Staff and at your expense. A copy of any positive test may be forwarded to the probation office. Additional random urinalysis testing may or may not be repeated at the discretion of the Crow Wing County Jail at your expense. If any future urinalysis results indicate the presence of a controlled substance or alcohol, you will be immediately terminated from the Sentence to Service Program.

You are not allowed to possess tobacco products including lighters and matches while on the STS program. If you are caught with any tobacco products while on the STS crew or as an inmate worker you may lose all time earned and/or be terminated from the Crow Wing County STS or Inmate Worker program completely.

All violations will be dealt with on a case-by-case basis. The Crow Wing County Jail has the discretion to terminate your Sentence to Service Program at any time deemed necessary.

The Crow Wing County Jail requires that you be in good health to be eligible for in-house STS or to work on the STS crew. If due to a medical condition you require a bottom bunk or need anything additional such as, but not limited to an extra mattress or pillow, you will not be approved for STS.

It is your responsibility to contact your physician in order to be released without any physical restrictions for STS. If your physician provides you with a medical release you may be eligible for STS but will not be granted anything extra such as, but not limited to an extra mattress or pillow. You may be required to turn in any extra items that you have prior to being approved for STS.

You will be responsible for the entire cost of your medical, dental, and prescription medication while participating in the STS program or any charges incurred prior to starting STS. Any issues concerning payment of these fees must be directed to Jail Administration for review. Failure to pay these fees may result in suspension of your STS and loss of any accrued fines and/or time. These fees may be turned over to collections if not settled.

Your signature below acknowledges that you have read and fully understand the procedures involving urinalysis testing and agree to submit to testing upon request.

(Participant Signature)

(Date)

(Programs Staff)

(Date)