State of Hawaii
Department of Corrections and Rehabilitation
Health Care Division

Request for Proposals

RFP No. : DCR 27-HCD-11

TEMPORARY NURSING SERVICES AT CORRECTIONAL FACILITIES STATEWIDE

September 16, 2026

Note: *It is the applicant's responsibility to check the public procurement notice website, the request for proposals website, or to contact the RFP point-of-contact identified in the RFP for any addenda issued to this RFP. The State shall not be responsible for any incomplete proposal submitted as a result of missing addenda, attachments or other information regarding the RFP.*

September 16, 2026
REQUEST FOR PROPOSALS
RFP No. DCR 27-HCD-11

Temporary Nursing Services for Correctional Facilities Statewide

The Department of Corrections and Rehabilitation (DCR), Health Care Division (HCD), is requesting proposals from qualified applicants to provide nursing services to inmates detained in the State's correctional institutions.

The contract term will be for a three-year period commencing on November 1, 2026, or the start date indicated on the Notice to Proceed with the option to extend for not more than two (2) additional twelve-month periods subject to the availability of funds, and prior written mutual agreement.

Multiple awards, if any, may be awarded under this request for proposals. The total funding for the resultant contracts is estimated at $6,300,000.00 for the thirty-six month contract period ($2,100,000.00 for FY 2027, $2,100,000.00 for FY 2028, $2,100,000.00 for FY 2029), subject to availability of funds. This is an estimated quantities contract, in which there is an indefinite amount services to be furnished as ordered by the HCD when the need arises. There is no guarantee on the amount or quantity of services to be ordered.

Proposals will only be accepted via mail-in only. Proposals mailed shall be postmarked by the United States Postal Service on or before October 6, 2026, and received no later than 10 days from the submittal deadline. Proposals that are mailed via private mail delivery service (such as FEDEX, UPS, etc.), or personal drop-off to 1177 Alakea Street, Room 306, shall be received no later than 4:30 p.m., Hawaii Standard Time (HST), on October 6, 2026. Proposals postmarked or delivered after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement.

The Department of Corrections and Rehabilitation – Health Care Division will conduct a non-mandatory orientation on September 22, 2026 from 12:15 p.m. to 1:15 p.m. HST (or upon its adjournment), via Microsoft Teams at:

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/239194562013014?p=pUF0l7Wo9zhRHDCdu6
Meeting ID: 239 194 562 013 014
Passcode: 38T7tU7j

All prospective applicants are encouraged to attend the orientation.

Applicants may also attend the orientation in-person at 1177 Alakea Street, Room 306, Honolulu, Hawaii 96813, however a mandatory RSVP is required no later than Friday, September 18, 2026, 2:00 p.m. HST to DCR.BIDS@hawaii.gov. A confirmation will then be sent by close of business Friday, September 18, 2026 if your RSVP has been received. You will not be allowed to attend without an RSVP confirmation. The Applicant is made aware that the "in-person" orientation is a conference room with a screen, and the Health Care Division staff will attending virtually online, as this "in-person" option is to assist those who lack access to a computer.

The deadline for submission of written questions is 4:30 p.m., HST, on September 23, 2026. All written questions will be responded to in the form of an addendum on or about September 28, 2026. Any inquiries and requests regarding this RFP should be directed in writing to Mr. Marc Yamamoto at DCR.BIDS@hawaii.gov.

PROPOSAL MAIL-IN INFORMATION SHEET

NUMBER OF COPIES TO BE SUBMITTED: One (1) Original Copy + Three (3) Hard Copies

ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN **October 6, 2026, and received by the state purchasing agency no later than 10 days from the submittal deadline**.

All Mail-ins

Department of Corrections and Rehabilitation
Administrative Services Office-Procurement & Contracts
1177 Alakea Street, Room 306
Honolulu, Hawaii 96813

RFP COORDINATOR

Marc S. Yamamoto, PSS IV
Telephone: (808) 587-3464
Facsimile: (808) 587-1244
Email: DCR.bids@hawaii.gov

PRIVATE MAIL DELIVERIES SHALL BE ACCEPTED UNTIL **4:30 P.M., Hawaii Standard Time (HST), October 6, 2026.** Deliveries by private mail services such as FEDEX or UPS, or hand deliveries or drop-offs from applicants shall not be accepted if received after 4:30 p.m., **October 6, 2026.**

SUBMISSION OF PROPOSAL

Applicants shall plan accordingly to meet the proposal due date.

Proposals must be mailed-in, and sealed. Applicants are required to submit the completed proposal (One original, plus Three Hard Copies) in a sealed envelope or box identified with the following information:

Applicant's name, address, and telephone number
The words, "REQUEST FOR PROPOSALS"
The Request for Proposals number
The title of the Request for Proposals
The date and time of the due date

Attention: ASO, Procurement and Contracts Unit
Department of Corrections and Rehabilitation
1177 Alakea Street, Room 306
Honolulu, Hawaii 96813

ASO shall not be responsible for any misrouting of improperly identified submittals.

Proposals submitted by private mail delivery shall be deemed received when actually received, and evidenced by the date and time registered by the ASO-PC time stamp clock.

Proposals submitted by USPS mail shall be deemed received on the post-mark date, provided the proposal is actually received by the purchasing agency within ten days from the postmark date. Dated USPS shipping labels are not considered postmarks.

Proposals received after the deadline shall be rejected and returned unopened.

RFP Table of Contents

Section 1 Administrative Overview

Section 2 - Service Specifications

Section 3 - Proposal Application Instructions

Section 4 – Proposal Evaluation

Section 5 – Attachments

Section 1

Administrative Overview

Section 1
Administrative Overview

Applicants are encouraged to read each section of the RFP thoroughly. While sections such as the administrative overview may appear similar among RFPs, state purchasing agencies may add additional information as applicable. It is the responsibility of the applicant to understand the requirements of *each* RFP.

1.1 Procurement Timetable

Note that the procurement timetable represents the State's best estimated schedule. If an activity on this schedule is delayed, the rest of the schedule will likely be shifted by the same number of days. Contract start dates may be subject to the issuance of a notice to proceed.

Activity	Scheduled Date
Public notice announcing Request for Proposals (RFP)	September 16, 2026
Distribution of RFP	September 16, 2026
RFP orientation session	September 22, 2026, 12:15 p.m.
Closing date for submission of written questions for written responses	September 23, 2026
State purchasing agency's response to applicants' written questions	September 28, 2026
Discussions with applicant prior to proposal submittal deadline (optional)	TBD
Proposal submittal deadline	October 6, 2026
Discussions with applicant after proposal submittal deadline (optional)	TBD
Final revised proposals (optional)	TBD
Proposal evaluation period	October 7, 2026 to October 16, 2026
Provider selection	October 20, 2026
Notice of statement of findings and decision	October 20, 2026
Contract start date	November 1, 2026, or Notice to Proceed Date

1.2 Website Reference

	Item	Website
1	Procurement of Health and Human Services	https://spo.hawaii.gov/for-vendors/vendor-guide/methods-of-procurement/health-human-services/
2	RFP website	https://spo.hawaii.gov/for-state-county-personnel/programs/procurement/solicitation/health-human-services/
3	Hawaii Revised Statutes (HRS) and Hawaii Administrative Rules (HAR) for Purchases of Health and Human Services	http://spo.hawaii.gov Click on the "References" tab.
4	General Conditions, AG-103F13	http://spo.hawaii.gov/wp-content/uploads/2013/12/103F13.pdf
5	Forms	http://spo.hawaii.gov Click on the "Forms" tab.
6	Cost Principles	http://spo.hawaii.gov Search: Keywords "Cost Principles"
7	Protest Forms/Procedures	http://spo.hawaii.gov Search: Keywords "Protest" for Health and Human Services
8	Hawaii Compliance Express (HCE)	https://vendors.ehawaii.gov/hce/
9	Hawaii Revised Statutes	http://capitol.hawaii.gov/hrscurrent
10	Department of Taxation	http://tax.hawaii.gov
11	Department of Labor and Industrial Relations	http://labor.hawaii.gov
12	Department of Commerce and Consumer Affairs, Business Registration	http://cca.hawaii.gov click "Business Registration"
13	Campaign Spending Commission	http://ags.hawaii.gov/campaign/
14	Internal Revenue Service	http://www.irs.gov/
(Please note: website addresses may change from time to time. If a State link is not active, try the State of Hawaii website at http://hawaii.gov)		

1.3 Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS) Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive

knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

1.4 RFP Organization

This RFP is organized into five sections:

Section 1, Administrative Overview: Provides applicants with an overview of the procurement process.

Section 2, Service Specifications: Provides applicants with a general description of the tasks to be performed, delineates provider responsibilities, and defines deliverables (as applicable).

Section 3, Proposal Application Instructions: Describes the required format and content for the proposal application.

Section 4, Proposal Evaluation: Describes how proposals will be evaluated by the state purchasing agency.

***Section 5, Attachments*:** Provides applicants with information and forms necessary to complete the application.

1.5 Contracting Office

The Contracting Office is responsible for overseeing the contract(s) resulting from this RFP, including system operations, fiscal agent operations, and monitoring and assessing provider performance. The Contracting Office is:

Department of Corrections and Rehabilitation
Health Care Division
1177 Alakea Street, 6th Floor
Honolulu, Hawaii 96813

Ms. Tina Agaran, or her designee
Telephone: (808) 587-1250
Facsimile: (808) 587-3378

1.6 RFP Point-of-Contact

From the release date of this RFP until the selection of the successful provider(s), any inquiries and requests shall be directed to the sole point-of-contact identified below.

Department of Corrections and Rehabilitation
Administrative Services Office – Procurement and Contracts
1177 Alakea Street, 3rd Floor
Honolulu, Hawaii 96814
Marc Yamamoto
e-mail address: DCR.BIDS@hawaii.gov

1.7 Orientation

An orientation for applicants in reference to the request for proposals will be held as follows:

Date: September 22, 2026 **Time:** 12:15 p.m., H.S.T.
Location: On-line via Microsoft Teams and In-Person (with acceptance of mandatory RSVP)

Microsoft Teams Meeting Link:
Join: https://teams.microsoft.com/meet/239194562013014?p=pUF0l7Wo9zhRHDCdu6
Meeting ID: 239 194 562 013 014
Passcode: 38T7tU7j

All prospective applicants are encouraged to attend the orientation. Applicants may also attend the orientation in-person at 1177 Alakea Street, Room 306, Honolulu, Hawaii 96813, however a mandatory RSVP is required no later than Friday, September 18, 2026, 2:00 p.m. HST to DCR.BIDS@hawaii.gov. A confirmation will then be sent by 4:30 p.m. HST, on Friday, September 18, 2026 if your RSVP has been accepted. You will not be allowed to attend without an RSVP confirmation and acceptance from DCR. The Applicant is made aware that at the "in-person" orientation is a conference room with a screen, and the Health Care Division staff will attending virtually online, as this "in-person" option is to assist those who lack access to a computer.

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted at the orientation and spontaneous answers provided at the state purchasing agency's discretion. However, answers provided at the orientation are only intended as general direction and may not represent the state purchasing agency's position. Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the orientation, but no later than the submittal deadline for written questions indicated in the subsection 1.8, Submission of Questions.

1.8 Submission of Questions

Applicants may submit questions to the RFP point-of-contact identified in Section 1.6. Written questions should be received by the date and time specified in Section 1.1 Procurement Timetable. The purchasing agency will respond to written questions by way of an addendum to the RFP.

Deadline for submission of written questions:

Date: September 23, 2026 **Time:** 4:30 p.m., HST

State agency responses to applicant written questions will be provided by**:**

Date: September 28, 2026

1.9 Submission of Proposals

A. **Forms/Formats -** Forms, with the exception of program specific requirements, may be found on the State Procurement Office website referred to in Section 1.2, Website

Reference. Refer to the Section 5, Proposal Application Checklist for the location of program specific forms.

1. **Proposal Application Identification (Form SPOH-200)**. Provides applicant proposal identification.

2. **Proposal Application Checklist**. The checklist provides applicants specific program requirements, reference and location of required RFP proposal forms, and the order in which all proposal components should be collated and submitted to the state purchasing agency.

3. **Table of Contents**. A sample table of contents for proposals is located in Section 5, Attachments. This is a sample and meant as a guide. The table of contents may vary depending on the RFP.

4. **Proposal Application (Form SPOH-200A)**. Applicant shall submit comprehensive narratives that address all proposal requirements specified in Section 3, Proposal Application Instructions, including a cost proposal/budget, if required.

B. **Program Specific Requirements**. Program specific requirements are included in Sections 2 and 3, as applicable. Required Federal and/or State certifications are listed on the Proposal Application Checklist in Section 5.

C. **Multiple or Alternate Proposals**. Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2. In the event alternate proposals are not accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.

D. **Provider Compliance**. All providers shall comply with all laws governing entities doing business in the State.

- Tax Clearance. Pursuant to HRS §103-53, as a prerequisite to entering into contracts of $25,000 or more, providers are required to have a tax clearance from the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). Refer to Section 1.2, Website Reference for DOTAX and IRS website address.

- Labor Law Compliance. Pursuant to HRS §103-55, providers shall be in compliance with all applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety. Refer to Section 1.2, Website Reference for the Department of Labor and Industrial Relations (DLIR) website address.

- Business Registration. Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations, unincorporated associations and foreign insurance companies shall be registered and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. Refer to Section 1.2, Website Reference for DCCA website address.

Providers may register with Hawaii Compliance Express (HCE) for online compliance verification from the DOTAX, IRS, DLIR, and DCCA. There is a nominal annual registration fee (currently $12) for the service. The HCE's online "Certificate of Vendor Compliance" provides the registered provider's current compliance status as of the issuance date, and is accepted for both contracting and final payment purposes. Refer to Section 1.2, Website Reference, for HCE's website address.

Providers not utilizing the HCE to demonstrate compliance shall provide paper certificates to the purchasing agency. All applications for applicable clearances are the responsibility of the providers. All certificates must be valid on the date it is received by the purchasing agency. The tax clearance certificate shall have an original green certified copy stamp and shall be valid for six months from the most recent approval stamp date on the certificate. The DLIR certificate is valid for six months from the date of issue. The DCCA certificate of good standing is valid for six months from date of issue.

E. **Wages Law Compliance**. If applicable, by submitting a proposal, the applicant certifies that the applicant is in compliance with HRS §103-55, Wages, hours, and working conditions of employees of contractors performing services. Refer to Section 1.2, Website Reference for statutes and DLIR website address.

F. **Campaign Contributions by State and County Contractors**. HRS §11-355 prohibits campaign contributions from certain State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. Refer to Section 1.2, Website Reference for statutes and Campaign Spending Commission website address.

G. **Confidential Information**. If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

***Note that price is not considered confidential and will not be withheld*.**

H. **Proposal Submittal**. One original, and three hard copies. Mail-ins must be postmarked by the United States Postal System (USPS) and received by the State purchasing agency no later than the submittal deadline indicated on the attached Proposal Mail-in Information Sheet, or as amended. However, private mail deliveries, and hand deliveries or drop-offs from applicants shall be received by the State purchasing agency by the date and time designated on the Proposal Mail-In and Delivery Information Sheet, or as amended.

Proposals shall be rejected when:

1. Postmarked after the designated date; or
2. Postmarked by the designated date but not received within 10 days from the submittal deadline; or
3. If mailed by private mail delivery service and received after the designated date and time.

The number of copies required is located on the Proposal Mail-In and Delivery Information Sheet. Deliveries by private mail services such as FEDEX shall be

rejected if received after the submittal deadline. Dated USPS shipping labels are not considered postmarks.

1.10 Discussions with Applicants

A. **Prior to Submittal Deadline.** Discussions may be conducted with potential applicants to promote understanding of the purchasing agency's requirements.

B. **After Proposal Submittal Deadline.** Discussions may be conducted with applicants whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance with HAR §3-143-403.

1.11 Opening of Proposals

Upon the state purchasing agency's receipt of a proposal at a designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped, and when possible, time-stamped. All documents so received shall be held in a secure place by the state purchasing agency and not examined for evaluation purposes until the submittal deadline.

Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties.

1.12 Additional Materials and Documentation

Upon request from the state purchasing agency, each applicant shall submit additional materials and documentation reasonably required by the state purchasing agency in its evaluation of the proposals.

1.13 RFP Amendments

The State reserves the right to amend this RFP at any time prior to the closing date for final revised proposals.

1.14 Final Revised Proposals

If requested, final revised proposals shall be submitted in the manner and by the date and time specified by the state purchasing agency. If a final revised proposal is not submitted, the previous submittal shall be construed as the applicant's final revised proposal. *The applicant shall submit **only** the section(s) of the proposal that are amended, along with the Proposal Application Identification Form (SPOH-200)*. After final revised proposals are received, final evaluations will be conducted for an award.

1.15 Cancellation of Request for Proposal

The RFP may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interest of the State.

1.16 Costs for Proposal Preparation

Any costs incurred by applicants in preparing or submitting a proposal are the applicants' sole responsibility.

1.17 Provider Participation in Planning

Provider(s), awarded a contract resulting from this RFP,
☐ are required
☒ are not required
to participate in the purchasing agency's future development of a service delivery plan pursuant to HRS §103F-203.

Provider participation in a state purchasing agency's efforts to plan for or to purchase health and human services prior to the release of a RFP, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals, if conducted in accordance with HAR §§3-142-202 and 3-142-203.

1.18 Rejection of Proposals

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons:

(1) Rejection for failure to cooperate or deal in good faith. (HAR §3-141-201)
(2) Rejection for inadequate accounting system. (HAR §3-141-202)
(3) Late proposals (HAR §3-143-603)
(4) Inadequate response to request for proposals (HAR §3-143-609)
(5) Proposal not responsive (HAR §3-143-610(a)(1))
(6) Applicant not responsible (HAR §3-143-610(a)(2))

1.19 Notice of Award

A statement of findings and decision shall be provided to each responsive and responsible applicant by mail upon completion of the evaluation of competitive purchase of service proposals.

Any agreement arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order or other directive.

No work is to be undertaken by the provider(s) awarded a contract prior to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

1.20 Protests

Pursuant to HRS §103F-501 and HAR Chapter 148, an applicant aggrieved by an award of a contract may file a protest. The Notice of Protest form, SPOH-801, and related forms are available on the SPO website. Refer to Section 1.2, Website Reference for website address. Only the following matters may be protested:

(1) A state purchasing agency's failure to follow procedures established by Chapter 103F of the Hawaii Revised Statutes;

(2) A state purchasing agency's failure to follow any rule established by Chapter 103F of the Hawaii Revised Statutes; and

(3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be postmarked by USPS or hand delivered to 1) the head of the state purchasing agency conducting the protested procurement and 2) the procurement officer who is conducting the procurement (as indicated below) within five working days of the postmark of the Notice of Findings and Decision sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the state purchasing agency.

Head of State Purchasing Agency	Procurement Officer
Name: Tommy Johnson	Name: Teresita V. Fernandez
Title: Director	Title: Business Management Officer
Mailing Address: 1177 Alakea Street, 6th Floor Honolulu, Hawaii 96813	Mailing Address: 1177 Alakea Street, Room 306 Honolulu, Hawaii 96813
Business Address: Same as above.	Business Address: Same as above.

1.21 Availability of Funds

The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to HRS Chapter 37, and subject to the availability of State and/or Federal funds.

1.22 General and Special Conditions of Contract

The general conditions that will be imposed contractually are on the SPO website. Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary

1.23 Cost Principles

To promote uniform purchasing practices among state purchasing agencies procuring health and human services under HRS Chapter 103F, state purchasing agencies will utilize standard cost principles as outlined on the SPO website. Refer to Section 1.2

Website Reference for website address. Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

1.24 Liability Insurance

The Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage:

Coverage	**Limits**
Commercial General Liability (occurrence form)	Bodily Injury and Property Damage -$1,000,000 per occurrence -$2,000,000 annual aggregate
Automobile, if applicable	Bodily Injury -$1,000,000 per person -$1,000,000 per accident Property Damage -$1,000,000 per accident
Professional Liability, minimum requirements (Medical Malpractice/ Errors and Omissions)	$5,000,000 per claim $10,000,000 annual aggregate

Each insurance policy required by this contract shall contain the following clauses, where applicable:

1. "The State of Hawaii, Department of Corrections and Rehabilitation, is added as an additional insured as respects to operations performed for the State of Hawaii."
2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
3. "The insurance will not be cancelled or materially changed without giving the State at least 30 days prior written notice by registered mail."

If awarded a contract, the awardee must also submit the insurance policy endorsements that reflect the State of Hawaii, Department of Corrections and Rehabilitation is added as an additional insured, and also that your insurance policy shall be primary/non-contributory. In lieu of individual endorsements, a blanket endorsement will be acceptable.

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii.

The Provider agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Provider.

The procuring of such required policy or policies of insurance shall not be construed to limit Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Provider shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract. If the Provider is authorized by the Department Coordinator to subcontract, Sub-Contractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State, the Provider agrees to require its Sub-Contractor(s) to obtain insurance in accordance with the insurance provisions of this contract.

1.25 Campaign Contributions by State and County Providers

Providers are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government providers during the term of the contract if the providers are paid with funds appropriated by a legislative body.

Section 2

Service Specifications

Section 2
Service Specifications

2.1 Introduction

A. **Overview, purpose or need**

The Department of Corrections and Rehabilitation, Health Care Division is committed to improving the quality of correctional health services by striving for compliance with the recommended standards of the National Commission on Correctional Health Care (NCCHC) for the proper management of correctional health services delivery systems. The Health Care Division administers the delivery of medical, mental health, dental and other specialty services to individuals who are incarcerated at jails and prisons throughout the State of Hawaii. The eight correctional facilities operated by the Department of Corrections and Rehabilitation are located on the islands of Oahu, Kauai, Maui, and Hawaii.

The Health Care Division of the Department of Corrections and Rehabilitation has a need to fill temporary vacant nursing positions within its facilities resulting from staff turnover, vacation, sick, and other work-related absences.

Nursing care in a correctional setting involves the provision of primary care, acute/emergency care, palliative care, chronic care, specialty care, medication management, patient education, advocacy, and health promotion for inmates from the time of entry into the system, through incarceration, and to final release from custody.

Primary health services in this field include the use of all aspects of the nursing process in:

1. Performing screening activities, which includes health assessments;
2. Providing direct health care services;
3. Assessing individual health behaviors;
4. Recognizing mental health conditions;
5. Providing education and counseling on related health issues;
6. Assisting individuals in assuming responsibility for their own health care to the best of their ability, knowledge, and circumstances;
7. Providing emergency supportive care, CPR and first aid to the best of their ability, knowledge and circumstances; and
8. Coordinating release planning with community medical or mental health agencies when appropriate.

Nursing practice in correctional facilities is characterized by a high degree of autonomy. The nurse is expected to perform independent assessments, plan appropriate interventions, and provide care. As such, referred nurses ***must have at least 6 months of nursing experience*** preferably in a hospital or other acute care facility (exception: the Registered Nurse, who does not meet the experience requirement, may be referred to operate in a Licensed Practical

Nurse capacity; upon completion of 2000 hours as an LPN at a Department of Corrections and Rehabilitation correctional facility under the exception, the Registered Nurse, who does not meet the experience requirement, may then be referred to operate in a Registered Nurse capacity).

Effective nursing practice in a correctional facility requires a variety of assessment and critical thinking skills, including interviewing, communication, physical assessment, behavioral observations, and treatment planning.

It is essential that the nurse in a correctional facility be knowledgeable about the principles of prevention, control, and surveillance for communicable diseases such as coronavirus disease 2019, flu, tuberculosis, hepatitis, HIV, and sexually transmitted diseases.

The practice of nursing within the non-traditional environment of a correctional setting offers additional challenges to the practitioner. The nurse must consistently maintain professional boundaries within an environment of potentially manipulative clients. Nurses must work collaboratively within the confines of a security driven environment requiring diligence to the management of everyday implements (e.g., pens, scissors, and other sharp objects), when performing medical treatments or procedures.

HRS §457, HAR §16-89, the National Council of State Boards of Nursing Model Nursing Practice Act, The National Council of State Boards of Nursing Model Nursing Administrative Rules, the American Nurses Association Correctional Nursing: Scope and Standards of Practice, the National Commission on Correctional Health Care Standards for Health Services in Prisons/Jails, and other nursing standards established or recognized by the Hawaii Board of Nursing serve as the basis for nursing practice within the Health Care Division.

The work may involve moderate risks for discomfort secondary to required special safety precautions (e.g., instances in which nursing care must only be completed when an adult corrections officer is present, possibly delaying immediate intervention). In addition, there is the possibility of exposure to contagious diseases or infections. The use of standard precautions is routinely followed at all facilities and is appropriate for nearly all situations. The nurse may, however, be required to use personal protective equipment such as gloves, goggles/face shields, masks or N-95 respirators, and/or protective gowns, if necessary.

Exact quantities for nursing services cannot be determined. Requests for services shall be based on the need for nursing services throughout the contract period.

B. **Planning activities conducted in preparation for this RFP**

Pursuant to HAR, Chapter 3-142-202(e), the head of purchasing agency has waived the requirement for the issuance of a request for information on the basis that the following have remained unchanged: target population for services; the geographic location; and the scope of services.

C. **Description of the service goals**

Service provider(s) shall furnish the requesting facilities with nurses who are proficient in the full scope of nursing practice permitted under their licensure. These skills shall include, but not be limited to, the provision of initial and ongoing nursing assessments, the ability to critically think and develop strategies of nursing care, the ability to exercise sound clinical judgment based on nursing knowledge, and the ability to develop or contribute to the development of nursing diagnoses and plans of care. In addition, nurses must be experienced in medication administration, the operation of special medical equipment, such as EKG machines, nebulizers, the use of oxygen, etc. Nurses must be competent and confident in responding to emergency situations. Nurses frequently are the first line of medical intervention and carry a large responsibility for the overall maintenance of inmate mental and physical health. CNAs must be experienced in the provision of basic patient care including all activities of daily living, basic procedures such as taking vital signs, collecting lab specimens, and performing range of motion exercises.

D. **Description of the target population to be served**

The target population served is incarcerated adults, who are confined in either prisons or jails. The majority of health care needs fall into the management of acute episodes of illness, the management of chronic diseases or mental health services.

E. **Geographic coverage of service**

Service provider(s) shall furnish RN, LPN, CNA and APRN nursing services, as requested, to the correctional facilities of the Department of Corrections and Rehabilitation on the islands of Oahu, Hawaii, Maui, and Kauai.

F. **Probable funding amounts, source, and period of availability**

The funding available for services under this request is estimated at $6,300,000.00 for the thirty-six month contract period (or $2,100,000 for each year of the contract), subject to availability of funds after June 30, 2027, commencing on November 1, 2026, or the start date indicated on the Notice to Proceed.

This contract may be extended for not more than two (2) additional twelve-month periods or fraction thereof, subject to the satisfactory performance of the Provider, availability of funds and upon mutual agreement in writing.

The State may increase the maximum Contract amount by up to twenty-five percent (25%) of the original Contract amount during the Contract term when additional agency staffing services are necessary due to facility staffing needs, including vacancies, extended employee absences, leave, emergencies, increased patient care needs, or other unforeseen operational requirements.

Any increase shall be subject to the availability of appropriated funds, applicable State procurement requirements, and prior written authorization by the State. The Contractor shall not provide services exceeding the authorized Contract amount without prior written approval from the State.

An increase in the Contract amount shall not constitute a guarantee or minimum commitment by the State to purchase additional staffing services.

2.2 Contract Monitoring and Evaluation

The performance of the contract will be monitored and evaluated for:

(1) Performance Measures
(2) Output Measures
(3) Quality of Services
(4) Financial Management
(5) Administrative Requirements

2.3 General Requirements

A. Specific qualifications or requirements, including but not limited to licensure or accreditation

Service provider(s) shall have at least five (5) years of experience operating a nursing service business. Proof shall be furnished upon request.

Service provider(s) shall conduct business during normal working hours and shall also be accessible twenty-four (24) hours a day, seven (7) days a week, to respond to requests and/or complaints.

Service provider(s) shall have an office located in the State of Hawaii.

Service provider(s) shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the service provider by reason of this RFP, including but not limited to income taxes, employment related fees, assessments and taxes, and the State of Hawaii General Excise Tax.

Service provider(s) shall be required to maintain a commercial general liability insurance and medical professional liability insurance, if applicable, of at least the coverage limits listed in section 1.24 Liability Insurance on pages 1-9 to 1-11. The Department of Corrections and Rehabilitation shall be named as

additional insured, where applicable. The following clauses shall be included in each policy, where applicable:

1. “The State of Hawaii, Department of Corrections and Rehabilitation, is added as an additional insured as respects to operations performed for the State of Hawaii.”
2. “It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.”

Service provider(s) shall provide Registered Nurses, Licensed Practical Nurses, Certified Nursing Assistants, and Advanced Practice Registered Nurses hereinafter referred to as RNs, LPNs, CNAs, and APRNs respectively, to fulfill the requirement of this contract and shall endeavor to assign the same nurse to the requesting facility whenever possible.

Service provider(s) will assure that all referred nurses possess at least 6 months of recent (within the last 3 years) nursing experience gained in a hospital or similar acute care setting (exception: the Registered Nurse, who does not meet the experience requirement, may be referred to operate in a Licensed Practical Nurse capacity; upon completion of 2,000 hours as an LPN at a Department of Corrections and Rehabilitation correctional facility under the exception, the Registered Nurse, who does not meet the experience requirement, may then be referred to operate in a Registered Nurse capacity).

Service provider(s) shall ensure that each of the RNs, LPNs, CNAs, and APRNs referred to any of the facilities shall have passed a criminal background check completed by the service provider. The service provider will also request each RN, LPN, CNAs, and APRNs, to disclose any relationships between the referred nurse and any person under the custody of the Department of Corrections and Rehabilitation. This includes relatives, friends, or any other type of close personal relationship. The service provider shall notify the facility requesting the nurse of any known relationships with the referred nurse prior to referral. The Clinical Services Administrator or designee will work with the facility’s security personnel to determine if the referred nurse is acceptable for placement in the facility.

Service provider(s) shall ensure that each of the RNs, LPNs, CNAs, and APRNs, referred to any of the facilities possesses a current and valid nursing license or applicable certification issued by the State of Hawaii, current CPR and First Aid training card, and current N-95 respirator fit testing and a personal respirator. A copy of each nurse’s license, certification, CPR card and photo shall be provided to the requesting facility. The nurse’s social security number and date

of birth shall also be provided to the requesting facility to obtain clearance for entrance into the facility.

Service provider(s) shall provide referred RNs, LPNs, CNAs, and APRNs, with a photo identification card that will be worn at all times during scheduled work shifts at facilities.

Service provider(s) shall notify referred nurses of the dress code, which is standard nursing attire such as scrubs and closed shoes. No sleeveless or low cut tops, short skirts, capri pants, shorts or high heels. Jewelry is limited to a watch, wedding ring and post style earrings. Cell phones are not permitted inside the facilities.

Two categories of services shall be required under this contract. The first is a long-term hire to fill a vacant position for a period of three to six months, minimum. The second category is a temporary hire to fill a critical shift and is vacant due to vacation status or illness of a State employee.

The Service Provider shall supply nurses for any shift, seven (7) days per week, as requested by the facility. Work schedules will be determined by the operational needs of the facility.

The Department reserves the right to cancel scheduled shifts at any time. The Service Provider shall ensure that all assigned personnel are aware of the temporary nature of their assignments.

While providing patient care services at any correctional facility under this contract, all assigned nursing personnel shall comply with all applicable licensing and certification requirements, governing regulations, and facility policies and procedures designed to protect the health and welfare of patients.

Service Provider's nursing personnel shall perform their duties in accordance with established Departmental policies, provider orders, memoranda, directives, nursing protocols, Healthcare Division and Branch policies and procedures. Service Provider's nursing personnel are expected to exercise professional clinical judgment when determining appropriate patient care actions, including notifying supervisory staff or providers and initiating appropriate emergency interventions when necessary.

ORIENTATION

Each correctional facility is responsible for orienting assigned Licensed Practical Nurses (LPN), Registered Nurses (RN), Certified Nursing Assistants (CNA), and Advanced Practice Registered Nurses (APRN) to the facility and its correctional Healthcare policies and procedures as required for the performance of their duties.

If one of the Service Provider's assigned staff has previously completed orientation, then Service Provider shall notify HCD, and the HCD shall make the final determination if the previous orientation attendance fulfills current

requirements and is still valid. The Service Provider shall comply with the HCD if the previous orientation needs to be repeated for an assigned staff.

The HCD shall provide a minimum of sixteen (16) hours of orientation for all newly assigned personnel. Depending on prior orientation at other facilities, an additional eight (8) hours of orientation may be required. Assignments to Halawa Correctional Facility (HCF), O'ahu Community Correctional Center (OCCC), and Women's Community Correctional Center (WCCC) may require additional orientation not to exceed twenty-four (24) hours of orientation depending on the work assignment. The HCD reserves the right to amend these training requirements.

Orientation may include, but is not limited to:

- Facility policies and procedures
- Prison Rape Elimination Act (PREA) requirements
- Nursing protocols
- Emergency response procedures
- Electronic medical record systems
- Clinical policies and procedures
- Communicable disease precautions
- Infection control practices
- Fire and Electrical Safety Procedures
- Patient rights
- Clinic functions and operations
- Facility security procedures

All personnel assigned to work in the correctional setting shall comply with Attachment I. Department of Corrections and Rehabilitation, Corrections Administration, Policy and Procedures for Contract Agency and Volunteer Services, and shall review and acknowledge the Correctional Orientation Handout provided by the Healthcare Division prior to the start of their assignment.

AUDIT AND RECORDS

The STATE reserves the right to audit personnel files, credentialing records, background checks, and billing documentation upon reasonable notice.

TERMINATION

The State may terminate this Contract for convenience or for cause in accordance with the Attorney General's General Terms and Conditions.

Immediate termination may occur for falsified credentials, exclusion from federal programs, security violations, or failure to maintain licensure.

CONFIDENTIALITY AND HIPAA

The Service Provider shall comply with all applicable federal and state confidentiality laws, including HIPAA, where applicable. A Business Associate Agreement shall be executed if required.

INDEMNIFICATION

The Service Provider shall indemnify and hold harmless the STATE from claims arising out of the negligent acts or omissions of the Service Provider or its personnel.

B. **Secondary purchaser participation**
(Refer to HAR §3-143-608)

After-the-fact secondary purchases will be allowed.

Planned secondary purchases: none.

C. **Multiple or alternate proposals**
(Refer to HAR §3-143-605)

☐ Allowed ☒ Unallowed

D. **Single or multiple contracts to be awarded**
(Refer to HAR §3-143-206)

☐ Single ☐ Multiple ☒ Single & Multiple

Criteria for multiple awards:

In order to qualify for an award, the provider shall submit prices for both long-term hire and temporary hire for RNs, LPNs, CNAs, and APRNs, applicable to any facility for that island. A maximum of five service providers may be awarded contracts for RNs, LPNs, CNAs, and APRNs. The State shall have the sole discretion to determine single award, or the number of multiple awards, if any. The Service Provider will be awarded only the islands they propose services for.

The order of each awarded applicant by island shall be determined by the highest scoring applicant in accordance with Section Four's evaluation criteria. Service Provider No. 1 shall be the Applicant passing the minimum qualifications and having the highest score and island. Subsequently, Service Provider No. 2 having the second highest scores, Service Provider No. 3 having the third highest scores, Service Provider No. 4 having the fourth highest scores, and Service Provider No. 5 having the fifth highest.

E. **Single or multi-term contracts to be awarded**
(Refer to HAR §3-149-302)

☐ Single term (2 years or less) ☒ Multi-term (more than 2 years)

Contract terms:

Initial Contract Term:	November 1, 2026, or the commencement date stated on the Notice to Proceed for a thirty-six month period.
Length of each extension:	Twelve months
Number of possible extensions:	Two
Maximum length of contract:	Sixty months
Conditions for extension:	The contract may be extended for up to two (2) additional twelve month periods or portions thereof, subject to the satisfactory performance of the Provider; the availability of funds; and upon mutual agreement in writing.

2.4 Scope of Work

The scope of work encompasses the following tasks and responsibilities:

When the need for nursing services under this contract is identified by a facility, the facility's Clinical Services Administrator or designee shall place an oral request via telephone (or via email if the Service Provider requests this method instead, and is approved in writing via email by the HCD) with Service Provider No. 1. The request shall include all necessary information pertaining to the assignment of the nurse during the request period including the type of nurse required and the dates and shifts which the nurse is required to work.

Service Provider No. 1 shall confirm whether or not the request for services can be filled and shall follow up in writing to the requesting facility. If Service Provider No. 1 is unable to provide the required RN/LPN/CNA/APRN, the requesting facility shall contact Service Provider No. 2. If Service Provider No. 2 cannot fill the request, then Service Provider No. 3 will be contacted and so on. If none of the service providers can fill the request, the requesting facility reserves the right to obtain the required services from other available sources in the open market.

The service provider for temporary hire positions shall provide the requesting facility with an immediate answer as to whether they can fill the request within two (2) hours after the request is received. The service provider for long term hours shall have forty-eight (48) hours to confirm whether they are able to fill the request from the time the request is made.

Failure to comply with the notification timeline may result in a fine of $50.00/day until notification is received, at the discretion of the HCD. Any incurred fines shall be deducted from the Service Provider's service payment.

The service provider(s) shall provide nurses for any shift, seven (7) days per week, as requested. The schedules are variable and will be arranged according to the facility's needs. The State reserves the right to cancel scheduled shifts

at any time for any reason. Service provider is responsible to assure assigned staff is aware of the temporary nature of their assignments.

Regular time is considered an eight (8) hour or 10 (10)-hour day depending on the work shift of the facility, forty (40) hours per week regardless of the shift. Overtime is considered after the nurse has worked forty (40) hours per week within the correctional system and is reimbursed at time and a half regardless of whether the nurse works at one facility or a combination of facilities. The nurse shall not qualify for overtime if the forty (40) hours is accumulated as a result of being referred by more than one service provider for that workweek, or if the 40 hours is accumulated through a combination of corrections and non-corrections assignments.

Pay for other than regular pay shall be allowed for holidays. Holidays under this contract are limited to the holidays listed below. If a facility requests service provider's nurse to work on a recognized holiday between 12:01 a.m. and 11:59 p.m., the holiday rate applies whether the nurse has worked forty (40) hours in that workweek.

The following days of each year are established as holidays: New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

A. Service Activities

(Minimum and/or mandatory tasks and responsibilities)

1. Service provider(s) shall furnish LPN/RN/CNA/APRN nursing services under this contract to the following Department of Corrections and Rehabilitation correctional facilities, as requested:

   a. Oahu

   - Halawa Correctional Facility (HCF)
     99-902 Moanalua Hwy.
     Aiea, HI 96701 Telephone (808) 485-5185

   - Oahu Community Correctional Center (OCCC)
     2199 Kamehameha Hwy.
     Honolulu, HI 96819 Telephone (808) 832-1678

   - Women's Community Correctional Center (WCCC)
     42-477 Kalanianaole Hwy.
     Kailua, HI 96734 Telephone (808) 266-9696

   - Waiawa Correctional Facility (WCF)
     94-560 Kamehameha Hwy.
     Waipahu, HI 96797 Telephone (808) 677-6160

   b. Hawaii

- Kulani Correctional Facility (KCF)
  HC 01 Stainback Hwy.
  Hilo, HI 96720 Telephone: (808) 932-4463

- Hawaii Community Correctional Facility (HCCC)
  60 Punahele St.
  Hilo, HI 96720 Telephone: (808) 933-0428

c. Maui

- Maui Community Correctional Center (MCCC)
  600 Waiale Dr.
  Wailuku, HI 96793 Telephone: (808) 243-5854

d. Kauai

- Kauai Community Correctional Center (KCCC)
  3-5351 Kuhio Hwy
  Lihue, Hi 96766 Telephone: (808) 241-3067

2. Nurse Responsibility and Duties

a. General

While providing patient care services at any of the correctional facilities listed herein, each nurse shall comply with all provisions of the licensing laws or applicable certification under which the nurse is licensed or certified, with regulations promulgated thereunder, and each shall comply with all nursing policies and procedures adopted by the facilities to protect the health and welfare of its patients.

Guidelines under which the nurses will be required to work are the guidelines that are the well-established departmental policy, provider orders, memoranda, directives, nurse protocols, and Health Care Division and Branch Policies and Procedures. The nurse shall use clinical judgment in selecting a course of action when any one of several could be appropriate (e.g., a patient's change in condition may warrant either continual intensive observation, informing charge nurse, calling a physician, or initiating preplanned emergency treatment).

Orientation. It shall be the responsibility of the correctional facility to orient RNs, LPNs, CNA's and APRNs to the facilities and acquaint them with the correctional nursing policies as may be necessary for performance of their duties. The Department of Corrections and Rehabilitation agrees to provide a minimum of sixteen (16) hours of orientation time to all new nurses to the assigned correctional facility.

Depending on which of the facilities the RNs, LPNs, CNAs, and APRNs had been previously oriented, an additional eight (8) hours of orientation maybe

required. Assignments to HCF, OCCC, and WCCC may require additional orientation hours not to exceed twenty-four (24) hours of orientation, depending on the work area assignment, (e.g., infirmary).

Orientation includes, but is not limited to:

(1) Policy and procedures,
(2) Nursing protocols,
(3) Communicable disease precautions,
(4) Infection control practice,
(5) Fire safety, electrical safety,
(6) Patient's rights,
(7) Clinic functions and activities,
(8) Security issues, with annual updates.

All employees who work in the correctional setting will read and sign off on the Correctional Orientation Handout, which will be provided to the service provider Health Care Division prior to start of contract.

b. CNAs

The CNAs shall report to the supervisor on duty at the assigned facility each day at the start and end of the shift. The CNAs duties include, but are not limited to, the following:

- Gives patients sponge, medicated, sitz, and bed baths. Assists ambulatory patients with showers.
- Assists patients with toileting (e.g., position bedpans, escort patients to commode/urinals, help with bladder and bowel training, etc.).
- Assists patients with dressing, grooming, and personal hygiene activities (e.g., shave, shampoo hair, apply lotion to skin, trim nails).
- Assists patients with oral hygiene (e.g., brush teeth, care for dentures).
- Measures and accurately records intake and output on appropriate forms in the patient's medical record.
- Gives enemas (soap suds, tap water, Fleet, and retention) under the supervision of the nurse.
- Collects stool, urine, and sputum specimens for analysis.
- Takes temperature, pulse, respiration, blood pressure, height and weight. Accurately records measured observations on appropriate forms in the patient's chart and reports all abnormal readings or sudden changes to the supervising registered nurse.
- Provides diversional services for a group of patients in accordance with instructions or standard practices; selects activities in consideration of weather, variety and recency of similar activities; supervises patients and participates in activities.

- Documents actions or interventions performed for the patient and observations of the patient's condition and behavior in the patient's medical record on approved flow sheets.
- Documentation is in accordance with clearly defined parameters. Reports abnormal and/or sudden changes in a patient's condition and/or behavior to the supervising registered nurse.
- Positions, lifts, and transfers patients in and out of bed using special equipment, as necessary.
- Moves and turns patients. Assists with and performs range of motion exercises.
- Prepares patients for meals; passes trays after verifying that the meal is correct. Feeds patients who are unable to or have difficulty feeding themselves.
- Makes occupied and unoccupied beds.
- Performs routine treatment procedures as directed by the charge nurse.
- Applies oxygen via nasal cannula, simple mask, and/or nebulizer mask, at the direction of the charge nurse.
- Adheres to OSHA standards, safety protocols, and infection control and prevention policies and procedures. Reports unsafe equipment.
- Maintains a clean and safe environment for patients and staff following standard infection control policies and procedures.
- Maintains confidentiality of all patient-related health information, as required by State and Federal laws.

c. LPNs

The LPN shall report to the supervisor on duty at the assigned facility each day at the start and end of the shift. In addition to the duties of the CNA, the duties of the LPN include, but are not limited to, the following:

- Provide a full range of professional nursing care to maintain the health and well-being of inmates/detainees. Provide support to other health care team members.
- Sets up and assists providers during clinics; performs preliminary assessments, such as taking a history of the current illness, vital signs and other preparatory tasks. Collects ordered laboratory specimens, such as blood sugars, urine samples and the like; reports abnormal results to the registered nurse or Provider.
- Transcribes and follows written, verbal, and telephone orders made by a Provider.
- Provides basic nursing care to patients (e.g., treatment of wounds (cleaning, changing packs and dressings, application of ice or heat packs); irrigation of catheters using aseptic techniques; irrigation of colostomies using aseptic techniques), based on the plan of care and the physical, mental, and emotional needs of the patients. Notifies supervisor of any change in the patient's condition requiring revision of the medical treatment plan.
- Provides infirmary-level nursing care; monitors vital signs; performs pre- or post-operative care, catheter care, wound care, dressing changes, intake and output monitoring, palliative care, emotional and behavioral observations and intervention, and other nursing assessments and treatments, as assigned

- Observes patients' general physical, behavioral, and emotional condition, and monitors vital signs in situations where these factors have a specific bearing on their condition and the course of medical treatment and reports observations to supervisor.
- Prepares for and administers prescribed selected medication (oral, rectal, inhalation, hypodermic, intramuscular, ear, nose, eye, topical, vaginal) and records on patient's medication administration record and/or medical record.
- Observes patients for signs of adverse reactions to medication and for reactions over a term of dosage that indicate the point at which dosage is to be changed and informs the supervisor.
- Monitors the rate of flow of intravenous fluids, keeping it at the prescribed rate, adding prepared bottles of fluid, and discontinuing the fluid as directed.
- Assists in the care of critical patients whose condition is unstable; performs prescribed treatments; continuously observes patient for changes in vital signs, overall condition; continuously observes the proper functioning of supportive equipment such as drainage tubes and respiratory therapy apparatus; determines need for and may initiate appropriate emergency procedures.
- Prepares for and administers prescribed dosages of vaccines and toxoids in immunization programs.
- Provides nursing care for patients with mental health and/or substance use disorders. Observes mental health patients closely, evaluating and recording any significant behavior and reaction patterns for psychiatrist's or mental health section use in re-evaluation of the treatment plan.
- Cleans and disinfects medical equipment and all areas of the health care unit. Observes and ensures the proper functioning of medical equipment. Reports the need for repair or replacement of medical equipment, supplies, and the physical plant within health care working areas.
- Assists in the ordering process for medical supplies.
- Performs other duties as assigned (e.g., admissions, transfers, discharge of patients, making appointments with clinics and laboratories for examination and treatment of patients, wellness checks).
- Completes all required documentation and forms (e.g., sick-call logs, chronic care logs, segregation logs, injury report, incident report, and so forth), to ensure the efficient operation of the Clinical Services Branch. Records patient encounters in the health file according to Departmental and Sectional policies and procedures.
- Maintains confidentiality of all patient-related health information, as required by State and Federal laws.

d. RNs

The RN shall report to the supervisor on duty at the assigned facility each day at the start and end of the shift. In addition to the duties of the LPN, the duties of the RN include, but are not limited to, the following:

- Provides a full range of professional nursing care to maintain the health and well-being of inmates and to support other health care team members.
- Functions independently utilizing critical thinking and assessment skills in assessing medical symptoms, determining a plan of care in response to findings

and implementing the care plan according to established professional nursing standards using approved nursing protocols while adhering to Departmental policies and procedures.

- Interacts with inmates, peers, administration and other employees necessary for the development of collaborative relationships and the establishment of effective communication for the provision of quality nursing care.
- Works closely and effectively with security staff advocating inmate's rights to access medical care yet maintaining a safe environment that does not interfere with or jeopardize security.
- Provides sick call to assess inmate health complaints and provide care for non-urgent ailments according to nursing protocols using standard nursing assessment methods, making necessary referrals to additional levels of care, as appropriate.
- Performs functions associated with medication administration and management, such as obtaining timely provider orders, order transcription on EMAR, placing initial drug orders and requesting renewals, interacting with pharmacy vendor and local pharmacies.
- Performs medical treatments and nursing therapies, such as nebulizer treatments, O2 therapy, suture removal, wound management, etc.
- Provides skilled level nursing care to patients under infirmary-level care or observation beds, such as IV therapy, pain management, pre- or post-operative care, wound care, etc.
- Responds to medical emergencies, providing CPR, AED, First Aid and other nursing interventions, as appropriate.
- Performs and records health assessments and care encounters in the electronic medical record according to Departmental policies and procedures.
- Performs all necessary operations for the continued efficient operation of the unit, such as running reports to identify patients needing chronic care, TB testing, HCV screening, etc.
- Plans, prepares, and assists providers during clinics; performs preliminary assessments, such as taking a history of the current illness, vital signs, and other preparatory tasks; secures specimens for diagnostic studies; assists in minor medical/surgical procedures performed by the provider.
- Develops and implements a nursing care plan for patients with physical or mental illness that have chronic care needs.
- Carries out standard nursing procedures as ordered by providers or governed by established nursing protocols or professional practice standards, such as medication administration.
- Collects and prepares specimens to send to the laboratory for diagnostic study. Manages pre-test preparation for diagnostic studies assuring that test results are obtained and shared with the provider in a timely manner.
- Notifies providers in a timely manner of changes in patient condition, recommendations of consultants, abnormal lab or other study results and other appropriate information as necessary.
- Conducts rounds in segregation and other special housing units, as required by policy, assessing inmates for any deterioration in physical or mental health status.
- Provides one-on-one health education and conducts classes for inmates on topics, such as nutrition, hygiene, exercise, etc., and promotes good health habits among inmates.

- Plans, coordinates, and conducts health programs such as immunizations, visits by HIV counselors, TB screening and outside inmate movement for medical treatment, testing, and hospitalization.
- Assumes responsibility for the accurate accounting and security of all syringes, needles, medicine droppers, medications, and supplies in the dispensary; keeps inventory of controlled drugs and sharps according to established policies.
- Maintains inventory, supplies, and equipment.
- Assists in the management of outside medical movements such referring requests for outside provider consultations to the Utilization Review Committee for approval. Schedules appointments with outside providers and notifies security staff of movement needs.
- Maintains confidentiality of all patient-related health information, as required by State and Federal laws.

e. APRN

The APRN shall report to the Medical Director or physician at the assigned facility each day at the start and end of the shift. The duties of the APRN include the following:

- Performs examinations and assessments of patients for specific intervention. Makes referrals to medical doctors when necessary.

- Performs examinations and assessments and collects additional medical histories from community providers if warranted.
- Recognizes early and advance deviation from the normal in vital signs and the general health and mental health conditions of individuals.
- Recognizes signs of specific diseases and abnormal findings that indicate a disease state.
- Prescribes appropriate medications as permitted under Hawaii Administrative Rules Tile 16, Chapter 89C.
- Orders laboratory and other tests when indicated by abnormalities on the history and physical examination.
- Institutes treatment and orders appropriate follow-up care in accordance with standardized protocols, when deemed necessary.
- Provides ongoing primary care and/or mental health intervention on adult inmates.
- Evaluates ambulatory patients with complaints of illness and specified chronic diseases.
- Collaborates with the physician for the treatment and/or disposition and follow-up of patients with complex medical and/or mental health problems.
- Provides informal health teaching and counseling to inmate patients using communication theories and skills.
- Provides formal patient instruction in regular classes for inmate patients with chronic diseases, utilizing knowledge and skills of group counseling.

- Reports identified communicable diseases to the Department of Health and provides consultation to nursing and correctional staff in matters of infection control.
- Manages rehabilitative medical resources in patient care planning, such as referrals to physiotherapy, dietician, prosthetics and orthotics, dentistry, substance abuse counseling, etc.
- Performs other duties as required by the Health Care Division Administrator.

3. Service provider shall:

All work required under this contract shall be performed by the service provider(s) or its employees. The service provider(s) shall be responsible for the accuracy, completeness, and adequacy of any and all work and services performed under this contract. The service provider intentionally, voluntarily, and knowingly assumes the sole and entire liability (if such liability is determined to exist) to the service provider's employees and agents, and to any individual not a party to this contract for all loss, damage, or injury caused by the service provider(s), or the service provider(s) employees or agents in the course of their employment.

The service provider shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the service provider(s) by reason of this contract, including but not limited to, (a) income taxes, (b) employment related fees, assessments, and taxes, and (c) general excise taxes. The service provider is further responsible for obtaining all licenses, permits and certificates that may be required by reason of the contract, including but not limited to, a general excise tax license from the Department of Taxation, State of Hawaii.

The service provider(s) shall be responsible for securing any and all insurance coverage for the service provider and the service providers' employees and agents which is or may be required by law during the duration of this contract. The service provider shall further be responsible for payment of all premiums, costs, and other liabilities associated with securing said insurance coverage. The service provider shall secure, at the service provider(s) expense, all personnel required to perform the services required by this contract.

The service provider(s) shall ensure that the service providers' employees or agents are experienced and fully qualified to engage in the activities and services required under this contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

The service provider shall be responsible to ensure all staff (CNA, LPN, RN, and APRN) have:

- Valid current Hawaii Nursing License or applicable certification

- Minimum of 6 months of recent acute level nursing care experience (exception: the Registered Nurse, who does not meet the experience requirement, may be referred to operate in the Licensed Practical Nurse capacity; upon completion of 2000 hours as an LPN at a Department of Corrections and Rehabilitation correctional facility under the exception, the Registered Nurse, who does not meet the experience requirement, may then be referred to operate in a Registered Nurse capacity)
- Valid current State of Hawaii Driver's License
- Current CPR and AED certification card
- Current and annual TB clearance
- Current and annual blood borne pathogen & infection control training
- Current and annual N-95 respirator fit testing and personal respirator
- Passed a criminal background check
- Disclosed any relationships with incarcerated individuals

The service provider(s) shall not assign or subcontract any of the service provider(s) duties, obligations, or interests under this contract without the prior written consent of the State. If the service provider(s) finds it necessary to subcontract some of the work herein, and the State consents to the subcontract, it is understood that no subcontract shall, under any circumstances, relieve the service provider of his obligation and liability under this contract with the State and all persons engaged in performing the work covered by this contract shall be considered employees of the service provider.

Further, the service provider(s) responsibilities shall include, but not be limited to the following:

- The service provider(s) shall comply with all pertinent provisions of the Occupational Safety and Health Act in order to provide safety controls for protection to the life and health of employees and other persons, for prevention of damage to property, materials, supplies, and equipment, and for avoidance of work interruption in the performance of this contract.

- The service provider(s) shall maintain an accurate record of, and shall report to the Corrections Health Care Administrator (CHCA) or designee in the manner and on the forms prescribed by the facility, exposure data and all accidents resulting in death, traumatic injury, occupational disease and damage to property, materials, supplies, and equipment incident to work performed under this contract.

- The CHCA or designee will notify the service provider(s) of any noncompliance with the foregoing provisions and the action to be taken. The service provider(s) shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the service provider(s) or their representatives at

the site of the work, shall be deemed sufficient for the purpose. If the service provider(s) fails or refuses to comply promptly, the CHCA or designee may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject claim for extension of time or for excess costs or damages by the service provider(s).

4. Supervisory Controls

The registered nurse independently plans, schedules, and provides comprehensive nursing skills with specific instructions for each patient guided by provider orders and nursing practice standards. The LPN and CNA work under the supervision of a registered nurse. The nursing supervisor or designee will discuss the nursing assignment with the referred. Emergencies or unusual problems are reported to the supervisory nurse and physician, as appropriate. Work is subject to review during rounds. The CHCA is ultimately responsible for the operations. The CHCA or designated representative will monitor the service providers and the service providers' nurses' and nursing assistant's compliance with the terms of this contract and evaluate the services performed. Unacceptable "professional nursing" practice will be evaluated by the CHCA or representative who may at any time suspend the nurse from performing the services under the provisions of this contract. The CHCA also retains the right of suspension or termination of privileges. Any such suspension shall not be subject to challenge by the Provider or referred nurse and will be immediately effective at all Department facilities Statewide. All service provider's CNAs, LPNs, RNs, and APRNs performing work for any correctional facility listed, shall be evaluated on their performance.

B. **Management Requirements**

(Minimum and/or mandatory requirements)

1. Personnel

a. CNA

- First time CNA referrals must have 6 months of recent (within the last 3 years) nursing assistant experience gained within a hospital, long-term care or similar skilled facility.
- Knowledge of basic nursing skills (i.e., taking vital signs, measuring output, recognition of abnormal signs and symptoms, etc.).
- Knowledge of first aid.
- Knowledge of standard precautions and infection control.
- Understanding of body mechanics.
- Knowledge of the purpose and benefits of activities of daily living (i.e., eating/feeding, providing fluids, bathing, dressing, etc.).
- Knowledge of the purpose and benefits of restorative care (i.e.,

use and application of assistive devices, range of motion activities, etc.).
- Understanding of basic medical and nursing terminology.
- The ability to assist and participate in the activities of the treatment team.
- The ability to assess each patient's age specific needs.
- Independently provide age specific direct personal care services to a caseload of patients.
- Possess high level of professionalism with respect for the correctional environment without compromising professional ethics or standards.

b. LPN
- First time practical nurse referrals must have 6 months of recent (within the last 3 years) nursing experience gained within a hospital or similar acute care setting (exception: the Registered Nurse, who does not meet the experience requirement may be referred to operate in a Licensed Practical Nurse capacity; upon completion of 2,000 hours as an LPN at a Department of Corrections and Rehabilitation correctional facility under the exception, the Registered Nurse, who does not meet the experience requirement, may then be referred to operate in a Registered Nurse capacity).
- Knowledge of nursing care principles, practices, and procedures is required to assess basic nursing needs of assigned general medical, surgical and psychiatric patients.
- Knowledge of nursing principles and procedures as applied in the psychiatric setting.
- Knowledge of personality development theories for evaluating behavior and reaction patterns of patients.
- Knowledge of the Hawaii Revised Statutes related to Scope of Practice.
- Ability to perform EKG and to utilize suction equipment and nebulizer.
- Ability to effectively communicate on both a written and verbal level.
- Ability to participate in developing a nursing plan to meet the needs of assigned patients.
- Ability to recognize adverse signs and symptoms and to react swiftly in emergency situations including initiating resuscitative measures in case of cardiac or respiratory arrest.
- Knowledge of pharmaceuticals, their desired effects, side effects, and complications of their use.
- Strong medical/surgical background with the ability to apply strong psychiatric skills; strong assessment skills; shall have maturity level with ability to function in all-male facilities; to be open, flexible, and nonjudgmental; and have the ability to provide health education.
- Basic Cardiac Life Support (BCLS) and Automatic External Defibrillator (AED) training.
- Skill in operating specialized medical equipment, i.e., EKG machines, nebulizers, pulse oximeters, and suction equipment.

- General knowledge of a wide variety of medical disorders (e.g. general surgery, orthopedics, and gynecological), the normal course of diseases and anticipated complications, and indicated therapeutics.
- Possess high level of professionalism with respect for the correctional environment without compromising professional ethics or standards.

c. RN

- First time registered nurse referrals must have 6 months of recent (within the last 3 years) nursing experience gained within a hospital or similar acute care setting. (exception: the Registered Nurse, who does not meet the experience requirement may be referred to operate in a Licensed Practical Nurse capacity; upon completion of 2,000 hours as an LPN at a Department of Corrections and Rehabilitation correctional facility under the exception, the Registered Nurse, who does not meet the experience requirement, may then be referred to operate in a Registered Nurse capacity)
- Knowledge of the Hawaii Revised Statutes related to Nursing Practice.
- Knowledge of ANA Code for Nurses.
- Knowledge of ANA Correctional Nursing Standards.
- Thorough knowledge of nursing principles practices, nursing standards of care, diagnoses and the ability to apply them in the synthesis of the biological, psychological, and social aspect of the patient's condition.
- Ability to critically think and make independent nursing decisions based on solid clinical judgment.
- Understanding of psychiatric nursing principals including an understanding of group process and therapeutic communication skills.
- Highly developed interpersonal skills.
- Knowledge of pharmaceuticals, their desired effects, side-Effects, and complications of their use.
- Understanding of psychiatric nursing principals.
- Ability to plan strategies of nursing care and interventions that are incorporated in the plan of care.
- Implements treatments and therapy including delegated medical and independent nursing functions.
- Maturity level with ability to function in an all-female or all-male facility; open and flexible; non-judgmental.
- Ability to develop and utilize teaching plans in health education classes to inmates.
- Ability to use an EKG machine, suction equipment, nebulizers, and other diagnostic equipment, including phlebotomy equipment.
- Basic Cardiac Life Support (BCLS) and Automatic External Defibrillator (AED) training.
- Ability to understand the specific health care needs of incarcerated people.

d. APRN

- First time APRN referrals must have 6 months of recent (within the last 3 years) nursing experience gained within a hospital or similar acute care setting.
- An unencumbered State of Hawaii Advanced Practice Registered Nurse license. Prescriptive authority granted by the Hawaii Department of Commerce and Consumer Affairs.
- Understand and apply pertinent laws, rules, policies and procedures pertaining to advanced practice nursing principles and techniques.
- Skills/Abilities:
  Principles of primary care and/or mental health detection, diagnosis and disease control; pathophysiology; interviewing and communication skills; eliciting, recording and maintaining a health history; comprehensive physical examination; psycho-social assessment; interpretation of laboratory findings; pharmacology; nutrition; infection control; general principles of supervision; basic epidemiologic research techniques and applications; health services planning.
- Provide primary care and/or mental health services; interpret abnormal physical findings; prescribe medications; treat diseases under standardized protocols; competency in various charting methods used when recording in the medical record or on other medical documents.
- Education:
  1. A registered professional nurse who has successfully completed an accredited course for adult medicine nurse practitioners and nurse practitioner certification by the American Nurses' Association or other nationally recognized accrediting body.

  2. Master's degree from an accredited college or university in clinical nursing or nursing science.
- Advanced Practice Nurse Certification in adult nursing.
- Experience: Two years of professional nursing work experience.

1. Administrative

Service provider shall operate their program in accordance with the rules, regulations, nursing protocols, and policies and procedures of the Department of Corrections and Rehabilitation.

The service provider in conjunction with the Department, shall oversee the clinical performance of nursing staff at a minimum of annually and provide notification of any unsatisfactory findings.

Service provider is required to meet the qualifying requirements specified in Chapter 103F, Hawaii Revised Statutes.

Service provider shall maintain and show proof of a commercial general liability insurance policy of at least $1 million dollars per occurrence / $2 million dollars aggregate, Automobile (if applicable) Bodily Injury $1 million per person and Property Damage $1 million dollars per accident, and Professional Liability, minimum requirements (Medical Malpractice / Errors and Omissions) Insurance policy of at least $5 million dollars per claim / $10 million

dollars aggregate. The Department of Corrections and Rehabilitation shall be named as an additional insured, where applicable, and shall be notified at least thirty (30) days prior to cancellation.

2. Quality assurance and evaluation specifications

The service provider shall operate a quality management plan, which demonstrates its organization's commitment to process improvement.

Provider shall ensure quality assurance and ongoing evaluation of the stated goals, objectives, and activities of the program. Provider shall describe its own plans for quality assurance and evaluation for the proposed services, including methodology. Provider shall have a mechanism for receiving, documenting, and responding to consumer grievances, including an appeals process.

3. Output and performance/outcome measurements

This section is not applicable to this RFP.

4. Experience

REFER TO SECTION 2.3.A. AND 2.4.A. & B. FOR REQUIREMENTS.

The service provider shall have a minimum of five (5) consecutive years of supplemental staffing business experience.

5. Coordination of services

This section is not applicable to this RFP.

6. Reporting requirements for program and fiscal data

This section is not applicable to this RFP.

C. Facilities

This section is not applicable to this RFP.

2.5 Compensation and Method of Payment

A. Pricing structure or pricing methodology to be used

Pricing shall be based on unit of service pricing structure on the three OF-2 pages (Attachment D). The pricing shall include all taxes, shall be the all inclusive cost to the State, and no other charges will be honored.

B. Units of service and unit rate

1. Pricing shall be based on a cost per hour service pricing. The rates submitted shall be subject to negotiation. The service provider shall invoice the State at the unit price for the category of nurse (RN, LPN, CNA, APRN) requested by the facility. For example, if a facility requests an LPN and the service provider is unable to provide an LPN as requested, and instead provides an RN to meet the facility's need, the service provider shall bill the facility at the LPN rate and not at the RN rate, unless prior approval is received. Similarly if a facility requests a CNA and the service provider is unable to provide a CNA as requested, and instead provides an LPN to meet the facility's need, the service provider shall bill the facility at the CNA rate and not at the LPN rate.

2. Applicants are advised of the Statutory Requirements to Section 103-55, HRS, which provides that the direct labor rate of the services to be performed shall be performed by employees paid at wages not less than wages paid to public employees for similar work. Applicants shall complete and submit the wage certificate (Attachment C) by which applicant certifies that the services required will be performed pursuant to Section 103-55, HRS. The State Licensed Practical Nurse II (HE-08) position, the State Registered Nurse III (SR-20), and the Para-Medical Assistant (HE-04) perform work similar to the work required herein. The wage rates in effect for the identified State positions are as follows:

In effect November 1, 2026:	$26.18 /hour PMA II (HE-04)
	$30.58 /hour LPN II (HE-08)
	$54.69 /hour RN III (SR-20)
	$76.30/hour APRN (SR-28)
In effect July 1, 2027:	$27.22 /hour PMA II (HE-04)
	$31.80 /hour LPN II (HE-08)
	$56.56 /hour RN III (SR-20)
	$78.91/hour APRN (SR-28)
In effect July 1, 2028:	$28.31 /hour PMA II (HE-04)
	$33.07 /hour LPN II (HE-08)
	$58.50 /hour RN III (SR-20)
	$81.62/hour APRN (SR-28)

Applicants are further advised that the State will allow increases to the contract price subsequent to bid opening since only the current wages of State employees performing similar work are known at the release of this solicitation. If the new wage rates to public employees are lower than the direct labor rate the nurses are being paid by the service provider, then the service provider shall not be allowed an increase. If applicable, the increase will only be applied to the direct labor rate (hourly rate paid to the nurses by the service provider) and to the affected federal and state requirements directly affected by the wage increase. The service provider(s) shall be obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and the current wage rate for public employees performing similar work. The service provider(s) may meet this obligation by posting a notice to this effect in the Contractor's place of business, which is accessible to all employees, or the Contractor may include such notice with each paycheck or pay envelope furnished to the employees.

C. Method of compensation and payment

Service provider shall submit monthly itemized invoices, original and three copies to the appropriate correctional facility at the address listed in Section 2. Invoices shall detail the services provided, by the number of nurses, number of hours of service provided per nurse, and any other pertinent invoicing information. Invoices shall be based on the contracted unit price per hour plus applicable costs for holidays.

Invoices (in triplicate) must be submitted on a monthly basis, with copies of the assigned supplemental staff time sheets attached.

Invoices submitted to the HCD must include:

- Employee name
- Position classification
- Facility worked
- Date(s) of service
- Hours worked per shift
- Applicable hourly rate
- Total amount billed

Invoices must be submitted monthly unless otherwise specified by the State.

The Service Provider shall maintain accurate records of all hours worked by assigned personnel.

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of a valid invoice and approval of satisfactory delivery of goods or performance of the services to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State shall not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

Final Payment Requirements. If the Contractor is currently registered in Hawaii Compliance Express (HCE), the Contractor is required to submit a valid "Certificate of Vendor Compliance" for final payment on the contract. Otherwise, valid hard copies of the tax clearance certificate (not more than two months old). The tax clearance certificate, not over two (2) months old, with an original green certified stamp, must accompany the invoice for final payment on the contract.

Section 3

Proposal Application Instructions

Section 3
Proposal Application Instructions

General instructions for completing applications:

- *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through for each section. See sample table of contents in Section 5.*
- *Proposals may be submitted in a three ring binder (Optional).*
- *Tabbing of sections (Recommended).*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment B of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are **strongly** encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*
- *This form (SPOH-200A) is available on the SPO website (Refer to Section 1.2 Website Reference). However, the form will not include items specific to each RFP. If using the website form, the applicant must include all items listed in this section.*

The Proposal Application is comprised of the following sections:

- *Proposal Application Identification Form*
- *Table of Contents*
- *Program Overview*
- *Experience and Capability*
- *Project Organization and Staffing*
- *Service Delivery*
- *Financial*
- *Other*

3.1 Program Overview

Applicant shall give a brief overview to orient evaluators as to the program/services being offered.

3.2 Experience and Capability

A. Necessary Skills

Applicant shall demonstrate that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services.

B. **Experience**

The applicant shall demonstrate it has met the experience requirements described in *Section* 2.3.A and 2.4.A. & B. The minimum of five years is a mandatory criteria all applicants must have.

The applicant shall provide a description of projects/contracts pertinent to the proposed services.

The applicant shall submit at minimum the following:

1. The name of the firm or person, the principal place of business, and location of all of its offices;
2. The age of the firm and its average number of employees (LPNs and RNs) over the past two years;
3. The education, training, and qualifications of key members of the firm;
4. The names and phone number of up to five (5) clients who may be contacted, including at least two (2) for whom services were rendered during the preceding year; and
5. Any promotional or descriptive literature, which the firm desires to submit.

C. **Quality Assurance and Evaluation**

Applicant shall describe its own plans for quality assurance and evaluation for the proposed services, including methodology. Provider shall have a mechanism for receiving, documenting, and responding to consumer grievances, including an appeals process.

D. **Coordination of Services**

This section is not applicable to this RFP.

E. **Facilities**

This section is not applicable to this RFP.

3.3 Project Organization and Staffing

A. **Staffing**

1. Proposed Staffing

The applicant shall describe the proposed staffing pattern, client/staff ratio and proposed caseload capacity appropriate for the viability of the services. (Refer to the personnel requirements in the Service Specifications, as applicable.) The applicant shall provide information regarding the number of RNs, LPNs, CNAs, and APRNs currently employed per island.

2. Staff Qualifications

The applicant shall provide the minimum qualifications (including experience) for staff assigned to the program. (Refer to the qualifications in the Service Specifications, as applicable)

B. **Project Organization**

1. Supervision and Training

The applicant shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

2. Organization Chart

The applicant shall provide the "Organization-wide" and "Program" organization charts, as part of the proposal application. The charts shall reflect the position of each staff and line of responsibility/supervision (include position title, name and full-time equivalency).

3.4 Service Delivery

Applicant shall include a detailed discussion of the applicant's approach to applicable service activities and management requirements from Section 2, Item 2.4, Scope of Work, including (if indicated) a work plan of all service activities Proposal Application Instructions and tasks to be completed, related work assignments/responsibilities and timelines/schedules.

The applicant shall provide in their service delivery:

1. A detailed description of the services which the applicant is proposing to provide;
2. How the services will be provided (procedure);
3. Describe the service provider's ability to provide the services in each of the geographical areas (i.e. island) proposed.

3.5 Financial

A. Pricing Structure

Upon Offer Form pages OF-2, (Attachment D), the Applicant shall submit a unit price per hour, and the direct labor rate per hour per island (Oahu, Hawaii, Maui, Kauai) for one or more of the following:

1. Hourly rate for RN hired for three to six months, minimum (long term hire)
2. Hourly rate for LPN hired for three to six months minimum (long term hire)
3. Hourly rate for CNA hired for three to six months minimum (long term hire)

4. Hourly rate for APRN hired for three to six months minimum (long term hire)

5. Hourly rate for RN hired to temporarily fill vacancies due to vacation leave or illness of State employees (temporary hire)
6. Hourly rate for LPN hired to temporarily fill vacancies due to vacation leave or illness of State employees (temporary hire)
7. Hourly rate for CNA hired to temporarily fill vacancies due to vacation leave or illness of State employees (temporary hire)
8. Hourly rate for APRN hired to temporarily fill vacancies due to vacation leave or illness of State employees (temporary hire)

Applicants shall submit a cost proposal on Offer Forms OF-2 (Attachment D) which will be in the following format:

Item Description:	Proposed Unit Price Per Hour:	Direct Labor Rate Per Hour:
(Island: Oahu, Hawaii, Maui, Kauai)		
1. RN – Long term	$_____	$_____
2. LPN – Long term	$_____	$_____
3. CNA – Long Term	$_____	$_____
4. APRN – Long Term	$_____	$_____
5. RN – Short term	$_____	$_____
6. LPN – Short term	$_____	$_____
7. CNA – Short Term	$_____	$_____
8. APRN – Short Term	$_____	$_____

i. The unit price per hour shall be the sum of the direct labor rate paid to nurse by the service provider, all applicable ground and air transportation costs, housing cost, all taxes, employee benefits, and all other expenses for furnishing the services requested herein. This unit price per hour shall be the all-inclusive cost to the State, and no other requests for pricing will be honored.

ii. The direct labor rate shall be the rate paid to each nurse by the service provider, excluding differentials and shall be no less than the current wage rate for the applicable State position.

iii. The all-inclusive cost to the State for Holiday and Overtime Rate will be:

Unit rate per hour plus .5 times the direct labor rate per hour plus the applicable 16% payroll tax (of the .5 times the direct labor rate)

The Holiday Rate is applicable to the holidays listed in the specifications page 2-9 under 2.4 Scope of Work.

Although the Service Provider shall pay the nurses 1.5 times the direct labor rate per hour for applicable holiday hours, **the Service Provider shall be reimbursed .5 times the direct labor rate plus applicable 16% for payroll taxes per hour because the direct labor rate is already included in the unit bid price per hour.**

The Overtime Rate as described on page 2-10 under 2.4 Scope of Work.

For example, the Contract will invoice Holiday or Overtime rate as follows:

Unit rate per hour plus .5 times the direct labor rate per hour plus the applicable 16% payroll tax (of the .5 times the direct labor rate)

For Example:

Proposed Unit Rate: $30.00
Direct Labor Rate: $20.00

Holiday Rate: $20.00 x .5 = $10.00
Payroll taxes: $10.00 x .16 = $1.60

$30.00 (Unit rate) + $10.00 (Holiday rate) + $1.60 (Payroll taxes of Holiday Rate) = **$41.60** per hour for Holiday or Overtime Rate will be the cost to the State.

Shift differential pay shall not be honored by the State under this contract.

Regular time is considered an eight (8) or 10-hour day based on the facility's work schedule, 40 hours per week, regardless of the shift.

B. Other Financial Related Materials

Accounting System

To determine the adequacy of the applicant's accounting system as described under the administrative rules, the following documents are requested as part of the Proposal Application:

- Applicant's current financial statement, and, if available, any financial audits completed in the last three (3) years.

C. **Compensation for Orientation:**

The Applicant may propose compensation rate for Orientation. Applicant must clearly state in their proposal regarding compensation for Orientation. If the

Applicant fails to address compensation for orientation within their proposal, then Option A will be selected for the Applicant (if the Applicant is awarded a contract).

The Applicant may propose compensation in the following manner:

Option A – Vendor-Paid Orientation

The PROVIDER shall be responsible for compensating personnel for orientation and training time. Orientation hours shall not be billable to the State.

Option B – State-Paid Orientation

Orientation hours may be billed to the State at a proposed unit rate, subject to the following limitations:

- Orientation billing shall not exceed ____ hours per personnel.
- Proposed Orientation billing unit price may be submitted in the following proposed format per hour, or as a flat fee.
    - RN _____ / hour
    - CNA _____/ hour
    - LPN _____/ hour
    - APRN_____/ hour
- Orientation billing must be pre-approved by the DCR Health Care Division.
- Documentation of completed orientation must accompany the first invoice submitted for each assigned personnel.
- To promote workforce stability and ensure continuity of patient care, reimbursement for orientation hours is contingent upon active service following orientation. Orientation hours will be reimbursed only after the assigned employee:
  -Successfully completes orientation; and
  -Maintains satisfactory performance and attendance to the work site following orientation, as determined by HCD.

If an employee resigns, fails to report to scheduled shifts, or is removed for performance or conduct concerns after commencing work, HCD reserves the right to not reimburse orientation hours for that individual. In such cases, the Provider may be solely responsible for all costs associated with the orientation time.

3.6 Other

A. Litigation

The applicant shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain.

List of judgements, litigation, or pending lawsuits or actions; adverse contract actions, including termination(s), suspension, imposition of penalties, or actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.

Statements regarding litigation will not carry any point value, but are required.

The DCR reserves the right to determine the degree of summary of negative judgements that may render the Offeror non-responsible, and not in the best interest of the State.

Section 4

Proposal Evaluation

Section 4
Proposal Evaluation

4.1 Introduction

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

4.2 Evaluation Process

The procurement officer or an evaluation committee of designated reviewers selected by the head of the state purchasing agency or procurement officer shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing. Each applicant shall receive a notice of award/non-award, which shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

The evaluation will be conducted in three phases as follows:

- Phase 1 - Evaluation of Proposal Requirements
- Phase 2 - Evaluation of Proposal Application
- Phase 3 - Recommendation for Award

Evaluation Categories and Thresholds

Proposal Application	
Program Overview	0 Points
Experience and Capability	20 Points
Project Organization and Staffing	15 Points
Service Delivery	15 Points
Financial	50 Points
TOTAL POSSIBLE POINTS	**100 Points**

There is a minimum score of 70 points to be considered a responsive, and responsible applicant, in order to be considered for an award. The State will make the final determination if there shall be a single awardee, or number of multiple awardees, if any.

4.3 Evaluation Criteria

A. Phase 1 - Evaluation of Proposal Requirements

1. Administrative Requirements

- Application checklist

2. Proposal Application Requirements

- Proposal Application Identification Form (Form SPOH-200)
- Table of Contents
- Background and Summary
- Experience and Capability
- Service Delivery
- Financial (All required forms and documents)
- Program Specific Requirements (as applicable)

B. Phase 2 - Evaluation of Proposal Application (100 Points)

Program Overview: No points are assigned to Program Overview. The intent is to give the applicant an opportunity orient evaluators as to the service(s) being offered.

1. *Experience and Capability (20 points)*

The State will evaluate Applicant's experience and capability relevant to the proposal contract, which shall include:

A. Necessary Skills

- Demonstrated skills, abilities, and knowledge relating to the delivery of the proposed services. (5 pts)

B. Experience

- Met number of required years of service delivery. (Meets / Does not Meet)
- Provided a description of projects/contracts pertinent to the proposed services. (5 pts)
- Submitted following information
  - -Provided principal place of business, and location of all offices; (1 pt)
  - -The age of the firm and average number of employees (CNAs, LPNs, RNs, and APRNs) over the past two years; (2 pts)
  - -The education, training, and qualifications of key members of the firm; (2 pts) and
  - -Names and phone numbers of up to five clients (two of which services were rendered during the preceding year). (Meets / Does not Meet)
  - -Any promotional or descriptive literature, which the firm desires to submit.

C. Quality Assurance and Evaluation

Provider described its own plans for quality assurance and evaluation for the proposed services, including methodology. Provider described their mechanism for receiving, documenting, and responding to consumer grievances, including an appeals process. (5 pts)

D. Coordination of Services **N/A**

- Not Applicable.

E. Facilities **N/A**

- Not Applicable.

2. *Project Organization and Staffing (15 Points)*

A. Staffing

- Provided information regarding the number of RN, LPN,CNA, and APRNs currently employed per proposed geographic location (island). (3 pts)

- Staff Qualifications: Addressed minimum qualifications (including experience) for staff assigned to the program. (3 pts)

B. Project Organization

- Supervision and Training: Described its ability to supervise, train and provide administrative direction to staff relative to the delivery of services. (3 pts)
- Demonstrated approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks. (3 pts)
- Organization Chart: The charts reflected the position of each staff and line of responsibility / supervision (include position title, name and full-time equivalency). (3 pts)

3. *Service Delivery (15 Points)*

Evaluation criteria for this section will assess the applicant's approach to the service activities and management requirements outlined in the Proposal Application.

Applicant included a detailed discussion of the applicant's approach to applicable service activities and management requirements from Section 2, Item 2.4, Scope of Work, including (if indicated) a work plan of all service activities Proposal Application Instructions and tasks to be completed, related work assignments/responsibilities and timelines/schedules.

The applicant provided in their service delivery:

1. A detailed description of the services which the applicant is proposing to provide; (5 pts)
2. How the services will be provided (procedure); (5 pts)
3. Describe the service provider's ability to provide the services in each of the geographical areas (i.e. island) proposed. (5 pts)

4. *Financial (50 Points)*

A. **Adequacy of accounting system (5 pts):**

Please attach current financial statement, and, if available, any financial audit completed in the last three (3) years. (5 pts)

B. **Compensation Option for Orientation (Accept / Does not Accept):**

The Applicant may propose compensation rate for Orientation in the following manner:

Option A – Vendor-Paid Orientation
The PROVIDER shall be responsible for compensating personnel for orientation and training time. Orientation hours shall not be billable to the State.

Option B – State-Paid Orientation
Orientation hours may be billed to the State at a proposed unit rate, subject to the following limitations:

- Orientation billing shall not exceed ____ hours per personnel.
- Proposed Orientation billing unit price may be submitted in

the following proposed format per hour, or as a flat fee. It is the Applicant's responsibility to present a proposed rate in as clear as manner as possible.

- RN _____ / hour
- CNA _____/ hour
- LPN _____/ hour
- APRN_____/ hour

- Orientation billing must be pre-approved by the DCR Health Care Division.
- Documentation of completed orientation must accompany the first invoice submitted for each assigned personnel.
- To promote workforce stability and ensure continuity of patient care, reimbursement for orientation hours is contingent upon active service following orientation.

  Orientation hours will be reimbursed only after the assigned employee:

  -Successfully completes orientation; and
  -Attendance to the work site assignment following orientation, as determined by HCD.

If an employee resigns, fails to report to scheduled shift, or is removed for performance or conduct concerns before work assignment commences, the HCD will not reimburse orientation hours for that individual. In such cases, the Service Provider shall be solely responsible for all costs associated with the orientation time.

During the evaluation stage, the DCR shall reserve the right to accept the proposed compensation rate for Orientation, or conduct *Discussions with Applicants After Submittal Deadline* pursuant to Hawaii Administrative Rules §3-143-403 which allows for negotiation with service providers to arrive at a more advantageous set of proposals for the state to consider.

C. **Proposed Unit Price per Hour (45 points):**

To evaluate cost on the attached Offer Forms OF-2 (Attachment D), a total of 45 points will be assigned to nursing service unit cost.

1. <u>All three pages of OF-2 must be submitted</u>. Missing OF-2 pages or missing proposed unit prices for each category of nurse (short term and long term) may be rejected as an incomplete offer. The only missing spaces allowable on OF-2 pages is if the Applicant is not placing an offer for that Island.

The OF-2 pricing shall include all taxes, shall be the all inclusive cost to the State, and no other charges will be honored (except Orientation Rate, if accepted by the State).

For evaluation purposes, the points will be based on the three-year average unit price for each category of nurse (long-term and short-term), and across all islands the Applicant is applying for.

In converting cost to points, the lowest average three-year price for each category of nurse (long-term and short-term), averaged across all proposed island prices, will receive the maximum number of points allocated to cost (45 points).

All Applicant's Average Three-Year Unit Price for Category of Nurse, which shall include the average of all proposed islands shall be calculated.

Only fully responsive, responsible, and qualified Applicant's unit prices shall be used to determine the "Lowest Applicant's Average Three Year Unit Price for Category of Nurse Across All Proposed Islands." If an Applicant is found to be non-responsive, non-responsible, or non-qualified, their proposed unit bid prices shall not be included in any of the "Lowest Applicant's Average Three Year Unit Price for Category of Nurse Across All Proposed Islands."

The formula for determining the Weighted Points for Category of Nurse shall be as follows:

Lowest Applicant's Average Three Year Unit Price for Category of Nurse Across All Proposed Islands ÷ Applicant's Average Three Year Unit Price for Category of Nurse Across All Proposed Islands x Weighted points for Category of Nurse = **Applicant's Weighted Points for Category of Nurse Identified Below**

The weighted point allocations for each category of nurse is as follows:

Category of Nurse:	Lowest Applicant's Average Hrly Price 11/1/26 to 10/31/29		Applicant's Average Hrly Price 11/1/26 to 10/31/29		Weighted Points
1. RN – Long Term	$_TBD	÷	$_____	x	11 points
2. RN – Short Term	$_TBD	÷	$_____	x	10 points
3. LPN – Long Term	$_TBD	÷	$_____	x	4 points
4. LPN - Short Term	$_TBD	÷	$_____	x	4 points
5. CNA - Long Term	$_TBD	÷	$_____	x	4 points
6. CNA - Short Term	$_TBD	÷	$_____	x	4 points
7. APRN - Long Term	$_TBD	÷	$_____	x	4 points
8. APRN - Short Term	$_TBD	÷	$_____	x	4 points
					Total Score = 45 points

*TBD = "To Be Determined" upon opening of all responsive, qualified bids.

The sum of the Weighted Points will determine the Applicant's score out of 45 points.

5. *Other*

Provided a list of judgements, litigation, or pending lawsuits or actions; adverse contract actions, including termination(s), suspension, imposition of penalties, or actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.

B. Phase 3 - Recommendation for Award

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

Section 5

Attachments

A. Proposal Application Checklist

B. Sample Table of Contents

C. Wage Certificate

D. Offer Forms (OF-2) Pages 1 through 3

E. Department of Corrections and Rehabilitation, Health Care Division, Policy and Procedures for Medication Services.

F. Department of Corrections and Rehabilitation, Health Care Division, Policy and Procedures for Clinic Space, Equipment, and Supplies.

G. Department of Corrections and Rehabilitation, Health Care Division, Policy and Procedures for Emergency Services and Response Plan.

H. Department of Corrections and Rehabilitation, Health Care Division, Policy and Procedures for Automatic External Defibrillators.

I. Department of Corrections and Rehabilitation, Health Care Division, Policy and Procedures for Infection Control Program.

J. Department of Corrections and Rehabilitation, Corrections Administration, Policy and Procedures for Contract Agency and Volunteer Services

Proposal Application Checklist

Applicant: _____ RFP No.: DCR 27-HCD-11

The applicant's proposal must contain the following components in the order shown below. Return this checklist to the purchasing agency as part of the Proposal Application. SPOH forms are on the SPO website.

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Applicant to place "X" for items included in Proposal
General:				
Proposal Application Identification Form (SPOH-200)	Section 1, RFP	SPO Website*	**X**	
Proposal Application Checklist	Section 1, RFP	Attachment A	**X**	
Table of Contents	Section 5, RFP	Section 5, RFP	**X**	
Proposal Application (SPOH-200A)	Section 3, RFP	SPO Website*	**X**	
Provider Compliance (HCE, or individual paper certificates from the IRS, DOTAX, DLIR, & DCCA)	Section 1.9, RFP	SPO Website*	**X**	
Cost Proposal (Budget)				
SPO-H-205	Section 3, RFP	SPO Website*		
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions are in Section 5		
SPO-H-205B	Section 3, RFP,	SPO Website* Special Instructions are in Section 5		
SPO-H-206A	Section 3, RFP	SPO Website*		
SPO-H-206B	Section 3, RFP	SPO Website*		
SPO-H-206C	Section 3, RFP	SPO Website*		
SPO-H-206D	Section 3, RFP	SPO Website*		
SPO-H-206E	Section 3, RFP	SPO Website*		
SPO-H-206F	Section 3, RFP	SPO Website*		
SPO-H-206G	Section 3, RFP	SPO Website*		
SPO-H-206H	Section 3, RFP	SPO Website*		
SPO-H-206I	Section 3, RFP	SPO Website*		
SPO-H-206J	Section 3, RFP	SPO Website*		
Certifications:				
Federal Certifications		Section 5, RFP		
Debarment & Suspension		Section 5, RFP		
Program Specific Requirements:				
Proof of Insurance Coverages	Section 1, RFP		**X**	
Wage Certificate (Attachment C)	Section 5, RFP		**X**	
Offer Forms (OF-2) (Attachment D)	Section 5, RFP	-Must submit all three pages of OF-2	**X**	
Financial Statement, and, if available, any Audits conducted w/i last 3 years.	Section 3, RFP		**X**	

*Refer to Section 1.2, Website Reference for website address.

SAMPLE Proposal Application
Table of Contents

WAGE CERTIFICATE
FOR SERVICE CONTRACTS

Subject: ~~IFB/~~RFP No.: DCR 27-HCD-11

Title of ~~IFB~~/RFP: NURSING SERVICES at CORRECTIONAL FACILITIES STATEWIDE

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of $25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and

2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

OFFER FORM (OF-2)

Pricing for November 1, 2026 to June 30, 2027

Item Description:	Proposed Unit Price Per Hour:	Direct Labor Rate Per Hour:
OAHU		
1. RN - Long Term	_____	_____
2. RN – Short Term	_____	_____
3. LPN – Long Term	_____	_____
4. LPN – Short Term	_____	_____
5. CNA – Long Term	_____	_____
6. CNA – Short Term	_____	_____
7. APRN – Long Term	_____	_____
8. APRN – Short Term	_____	_____
MAUI		
9. RN - Long Term	_____	_____
10. RN – Short Term	_____	_____
11. LPN – Long Term	_____	_____
12. LPN – Short Term	_____	_____
13. CNA – Long Term	_____	_____
14. CNA – Short Term	_____	_____
15. APRN – Long Term	_____	_____
16. APRN – Short Term	_____	_____
HAWAII		
17. RN - Long Term	_____	_____
18. RN – Short Term	_____	_____
19. LPN – Long Term	_____	_____
20. LPN – Short Term	_____	_____
21. CNA – Long Term	_____	_____
22. CNA – Short Term	_____	_____
23. APRN – Long Term	_____	_____
24. APRN – Short Term	_____	_____
KAUAI		
25. RN - Long Term	_____	_____
26. RN – Short Term	_____	_____
27. LPN – Long Term	_____	_____
28. LPN – Short Term	_____	_____
29. CNA – Long Term	_____	_____
30. CNA – Short Term	_____	_____
31. APRN – Long Term	_____	_____
32. APRN – Short Term	_____	_____

State Wage Rates in effect November 1, 2026:

$26.18 /hour PMA II (HE-04)
$30.58 /hour LPN II (HE-08)
$54.69 /hour RN III (SR-20)
$76.30 /hour APRN (SR-28)

Note:

1) Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services. The unit price per hour shall be the all-inclusive cost to the State, and no other requests for pricing will be honored.
2) The Direct Labor rate shall be the rate to determine Holiday and Overtime Rates, and shall not be less than the wages paid to public officers and employees for similar work.

Offeror: _____
Name of Company

OFFER FORM (OF-2)
Pricing for July 1, 2027 to June 30, 2028

Item Description:	Proposed Unit Price Per Hour:	Direct Labor Rate Per Hour:
OAHU		
1. RN - Long Term	_____	_____
2. RN – Short Term	_____	_____
3. LPN – Long Term	_____	_____
4. LPN – Short Term	_____	_____
5. CNA – Long Term	_____	_____
6. CNA – Short Term	_____	_____
7. APRN – Long Term	_____	_____
8. APRN – Short Term	_____	_____
MAUI		
9. RN - Long Term	_____	_____
10. RN – Short Term	_____	_____
11. LPN – Long Term	_____	_____
12. LPN – Short Term	_____	_____
13. CNA – Long Term	_____	_____
14. CNA – Short Term	_____	_____
15. APRN – Long Term	_____	_____
16. APRN – Short Term	_____	_____
HAWAII		
17. RN - Long Term	_____	_____
18. RN – Short Term	_____	_____
19. LPN – Long Term	_____	_____
20. LPN – Short Term	_____	_____
21. CNA – Long Term	_____	_____
22. CNA – Short Term	_____	_____
23. APRN – Long Term	_____	_____
24. APRN – Short Term	_____	_____
KAUAI		
25. RN - Long Term	_____	_____
26. RN – Short Term	_____	_____
27. LPN – Long Term	_____	_____
28. LPN – Short Term	_____	_____
29. CNA – Long Term	_____	_____
30. CNA – Short Term	_____	_____
31. APRN – Long Term	_____	_____
32. APRN – Short Term	_____	_____

State Wage Rates in effect July 1, 2027:

$27.22 /hour PMA II (HE-04)
$31.80 /hour LPN II (HE-08)
$56.56 /hour RN III (SR-20)
$78.91 /hour APRN (SR-28)

Note:

1) Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services. The unit price per hour shall be the all-inclusive cost to the State, and no other requests for pricing will be honored.
2) The Direct Labor rate shall be the rate to determine Holiday and Overtime Rates, and shall not be less than the wages paid to public officers and employees for similar work.

Offeror: _____
Name of Compa

OFFER FORM (OF-2)

Pricing for July 1, 2028 to October 31, 2029

Item Description: Rate	Proposed Unit Price Per Hour:	Direct Labor Per Hour:
OAHU		
1. RN - Long Term	_____	_____
2. RN – Short Term	_____	_____
3. LPN – Long Term	_____	_____
4. LPN – Short Term	_____	_____
5. CNA – Long Term	_____	_____
6. CNA – Short Term	_____	_____
7. APRN – Long Term	_____	_____
8. APRN – Short Term	_____	_____
MAUI		
9. RN - Long Term	_____	_____
10. RN – Short Term	_____	_____
11. LPN – Long Term	_____	_____
12. LPN – Short Term	_____	_____
13. CNA – Long Term	_____	_____
14. CNA – Short Term	_____	_____
15. APRN – Long Term	_____	_____
16. APRN – Short Term	_____	_____
HAWAII		
17. RN - Long Term	_____	_____
18. RN – Short Term	_____	_____
19. LPN – Long Term	_____	_____
20. LPN – Short Term	_____	_____
21. CNA – Long Term	_____	_____
22. CNA – Short Term	_____	_____
23. APRN – Long Term	_____	_____
24. APRN – Short Term	_____	_____
KAUAI		
25. RN - Long Term	_____	_____
26. RN – Short Term	_____	_____
27. LPN – Long Term	_____	_____
28. LPN – Short Term	_____	_____
29. CNA – Long Term	_____	_____
30. CNA – Short Term	_____	_____
31. APRN – Long Term	_____	_____
32. APRN – Short Term	_____	_____

State Wage Rates in effect July 1, 2028:

$28.31 /hour PMA II (HE-04)
$33.07 /hour LPN II (HE-08)
$58.50 /hour RN III (SR-20)
$81.62 /hour APRN (SR-28)

Note:

1) Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services. The unit price per hour shall be the all-inclusive cost to the State, and no other requests for pricing will be honored.
2) The Direct Labor rate shall be the rate to determine Holiday and Overtime Rates, and shall not be less than the wages paid to public officers and employees for similar work.

Offeror: _____
Name of Company

	DEPARTMENT OF CORRECTIONS AND REHABILITATION CORRECTIONS ADMINISTRATION POLICY AND PROCEDURES	EFFECTIVE DATE: January 01, 2024	POLICY NO.: COR.10.D.02
		SUPERSEDES (Policy No. & Date): COR.10.1D.02 (12/10/14); COR.10.1D.06 (10/03/14); COR.10.1F.06 (10/03/14)	
	SUBJECT: MEDICATION SERVICES		Page 1 of 17

1.0 PURPOSE

The purpose of this policy is to ensure that medications are provided in a timely, safe, and sufficient manner.

2.0 SCOPE

This policy and procedure applies to all correctional facilities, their assigned personnel, and contract staff.

3.0 REFERENCES, DEFINITIONS & FORMS

.1 References

a. Department of Corrections and Rehabilitation, Policy and Procedures, COR.10.1D.01, Pharmaceutical Operations.

b. Standards for Health Services in Prisons. National Commission on Correctional Health Care, (2018).

c. Standards for Health Services in Jails. National Commission on Correctional Health Care, (2018).

d. Standards for Mental Health Services in Correctional Facilities. National Commission on Correctional Health Care, (2015).

e. Performance-based Standards and Expected Practices for Adult Correctional Institutions. The American Correctional Association. Standards: 5-ACI-6A-43, 5-ACI-6A-44 (2021).

.2 Definitions

a. Directly Observed Treatment: A method of drug administration in which a nurse watches an incarcerated individual take each dose of a medication to ensure the person receives and takes all medications as prescribed and to monitor response to treatment.

b. Formulary: A written list of prescription and non-prescription medications that are ordinarily available to authorized prescribers, including consultants, working for the facility.

c. Non-Formulary Medication: Medication not listed in the approved agency formulary.

d. Personal Medication: Medication prescribed for an individual by a licensed provider and dispensed by a pharmacy outside the correctional facility.

e. Prescriber: A physician, physician assistant, nurse practitioner, dentist, or optometrist.

f. Self-Medication Program (also known as Keep-On-Person Program): A program that permits responsible incarcerated individuals to carry and administer their own medications.

g. Responsible Health Authority: The Clinical Services Administrator is the designated individual tasked with ensuring the organization and delivery of all medical and clinical services care in the facility.

h. Weekender: An incarcerated individual who is sentenced to intermittent periods of detention.

.3 Forms

a. DCR 0449, Medical Needs Memo (attached)

b. DCR 0459, Medication Self-Administration Guidelines (attached)

c. DCR 0464, Request for Restricted/Non-Formulary Drug (attached)

4.0 POLICY

.1 Medications shall be prescribed only when clinically indicated.

.2 Prescribing practices shall be determined by the Medical Director in collaboration with the physician manager, psychiatrist manager, and responsible physician.

.3 Medications shall be administered or delivered to incarcerated individuals in a timely and safe manner.

.4 Prescription medications are given only by order of a physician, dentist, nurse practitioner, or other legally authorized individual.

5.0 PROCEDURES

.1 Prescriptive Practices

a. Formulary

1. The Medical Director shall chair the Pharmacy and Therapeutics Committee, which includes the Physician Manager, Psychiatrist Manager, Chief Nursing Officer, contracted pharmacists, and providers of the Health Care Division.

2. The Pharmacy and Therapeutics Committee shall maintain, review, and revise the formulary.

3. The formulary shall be available to prescribers in facility medical clinics.

b. Non-Formulary Requests

1. Prescribers may request the use of non-formulary medication by completing and submitting DCR 0464 (Request for Restricted/Non-Formulary Drug) to the Medical Director or designee.

2. The Medical Director or designee shall review DCR 0464, discuss the request with the prescriber when necessary, and determine whether to approve or deny the request, refer the request to the Special Utilization Review Panel (SURP), or refer the request to the Pharmacy and Therapeutics Committee for further review.

.2 Medication Order

a. New or Revised Medication Order

1. When a prescriber orders new medication or modifies an existing medication order, the expected time frame from ordering the medication from the contracted pharmacy to administration or delivery of the medication to the incarcerated individual shall be within seventy-two (72) hours.

2. When a new or revised medication order is not expected to be administered to the incarcerated individual within seventy-two (72) hours due to operational or other matters (e.g., national medication shortage, shipping delay, holiday hours), a nurse shall obtain the prescribed medication from the stock medication supply or the local backup pharmacy.

3. When an urgent medication has been ordered by a prescriber for an acute medical condition (e.g., antibiotics, psychotropic medication, anticoagulants, HIV medication), a nurse shall obtain the prescribed medication from the stock medication supply or the local backup pharmacy to avoid missed or delayed doses.

4. The stock medication supply may be used for short-term treatment (14 days) or medication dosage adjustments with a provider order. If the stock medication supply is not sufficient to complete treatment as ordered, a nurse shall fill the prescribed medication from the local backup pharmacy.

b. Continuity of Prescribed Medication

1. Medication Reconciliation

a) Upon a transition of care (e.g., new admission; return from hospital or specialty care appointment, community programs, or work furlough; re-admission of weekender), a nurse shall attempt to obtain and verify, or update, the prescribed medication history.

b) Prescribed medication history may be obtained from the incarcerated individual's self-report during the receiving screening, presentation of a prescription by the incarcerated individual, security staff submitting a confiscated pharmacy vial with a valid prescription label, and/or review of the incarcerated individual's health records available from the Hawaii Health Information Exchange (HHIE).

c) A nurse shall attempt to verify the prescribed medication history by contacting the community prescriber, contacting the pharmacy that reportedly filled the prescription, and/or reviewing the incarcerated individual's health records available from the HHIE for a current prescription.

d) A nurse shall document the obtained and verified, or updated, prescribed medication history in the health record.

e) A nurse shall provide report to the on-site or on-call provider about the obtained and verified, or updated, prescribed medication history.

2. Bridge Order

a) Upon receipt of report of the obtained and verified, or updated, prescribed medication history, a provider shall determine whether to continue, modify, and/or discontinue the prescribed medication.

b) When an incarcerated individual returns from a hospital or specialty care community provider visit, a provider shall evaluate the recommended prescription or personal medication for acute medical conditions within four (4) hours of arrival at the facility and for non-acute medical conditions within twenty-four (24) hours of arrival at the facility.

c) A provider may prescribe a written or verbal bridge order to allow the incarcerated individual to continue their current prescribed medication or start a comparable formulary medication until examined by a provider.

d) A provider shall conduct a medication evaluation within two (2) weeks to determine the need for continuation of the bridge order.

e) A nurse shall obtain the prescribed medication from the stock medication supply until the prescribed medication arrives from the contracted pharmacy.

f) If the prescribed medication is not available from the stock medication supply, a nurse shall request the medication from the local backup pharmacy.

g) If the prescribed medication is not available in a timely manner from the local backup pharmacy, a nurse shall notify a provider, who shall determine whether to prescribe an available alternative medication.

h) A nurse shall create a medication administration record when indicated.

3. Personal Medication

a) When prescribed medication is not available in the stock medication supply, is not immediately available from the local backup pharmacy, and a provider determines that there is no available alternative medication, a provider may allow an incarcerated individual to self-administer personal medication until a facility supply is obtained from the pharmacy under the following guidelines:

i) The personal medication must be in an unaltered prescription vial with a valid label that includes the name of the incarcerated individual, as well as the medication name, dosage, frequency, and route of administration.

ii) The pharmacy vial must only contain the personal medication. The pharmacy vial must not contain any other medication.

iii) Nursing staff must be able to verify the personal medication using a drug identification program.

b) When the self-administration of personal medication is ordered by a provider, the personal medication shall be securely stored by nursing staff. The incarcerated individual shall not be permitted to retain the personal medication on their person.

c) Under the direct supervision of a nurse, the incarcerated individual may self-administer the personal medication as ordered by a provider.

d) When the provider ordered medication has been received from the pharmacy to replace the personal medication, the personal medication shall be returned to the incarcerated individual's property.

e) When personal medication is not required or the personal medication guidelines are not met, incarcerated individuals shall

not be permitted to self-administer the personal medication. The personal medication (including prescribed scheduled drugs) shall be returned to the incarcerated individual's property. Nurses shall not dispose of any personal medication (including prescribed scheduled drugs).

.3 Medication Administration or Delivery

a. Prescription Medication: Direct Observation Therapy (DOT)

1. Verifying the Rights of Medication Administration

a) Right Patient

i) A nurse shall verify the right patient using at least two identifiers.

(1) Acceptable identifiers include, but are not limited to, the incarcerated individual's full name, identification number assigned by the facility (SID), or date of birth.

(2) A nurse shall confirm identifiers by using the incarcerated individual's wristband or identification card, the incarcerated individual's statement (when possible), or other means such as the incarcerated individual's picture included on the MAR or health record.

ii) A nurse shall confirm the incarcerated individual's identification matches the medication administration record (MAR) and medication label prior to administration to ensure that the medication is being given to the correct individual.

iii) If barcode scanning is used, the scanning is not intended to take the place of confirming two patient identifiers, but it is intended to add another layer of safety to the medication administration process.

b) Right Drug

i) A nurse shall verify the name of the medication on the MAR is the same as the name of the medication on the unit dose package, blister pack, or pill bag.

ii) A nurse shall ensure the medication to be administered matches the medication on the provider order or the medication administration record (MAR).

iii) A nurse shall ensure that the medication is not expired.

iv) A nurse shall ensure that the incarcerated individual does not have a documented allergy to the prescribed medication.

v) A nurse shall verify which medication can be crushed and those that cannot be crushed.

(1) Scheduled oral drugs, selected psychotropic medications, and other provider designated medications shall be crushed and floated prior to administration, unless otherwise ordered by the provider.

(2) Medications designated as extended release or as non-crushable on the pharmacy label shall not be crushed and shall require the nurse to conduct an oral check for ingestion compliance after medication administration.

c) Right Dose

i) A nurse shall verify the dosage of the medication on the MAR is the same as the dosage of the medication on the unit dose package, blister pack, or pill bag.

ii) A nurse shall verify the correct dosage range for the age and medical status of the incarcerated individual.

iii) A nurse shall confirm that the prescribed dose is within the known dose range (i.e., a dose that is too high or too low).

d) Right Time and Frequency

ii) A nurse shall verify adherence to the prescribed frequency and scheduled time of administration of the medication.

iii) The time for medication administration should correspond to the scheduled time for passing medication at the facility.

iv) When multiple incarcerated individuals are scheduled to receive multiple medications at the same time, the goal of timeliness can be challenging. Nurses shall use the following general guidelines for the timing of scheduled medication administration:

(1) Time-critical scheduled medication shall be administered at the exact time indicated when necessary or within thirty (30) minutes before or thirty (30) minutes after the scheduled medication administration time.

(2) Non-time-critical scheduled daily/weekly/monthly medication shall be administered within two (2) hours before or two (2) hours after the scheduled medication administration time.

(3) Non-time-critical scheduled medication more frequently than daily but not more frequently than every four (4) hours shall be administered within one (1) hour before or one (1) hour after the scheduled medication administration time.

v) When PRN medications are administered, a nurse shall verify the time of the previous dose and compare it to the ordered frequency.

e) Right Route

i) A nurse shall ensure the route of administration is appropriate for the specific medication and for the incarcerated individual.

ii) A nurse shall verify the route of the medication on the MAR is the same as the route indicated in the provider order.

iii) A nurse shall administer medications by the route prescribed. If a nurse discovers an error in the order or believes the route is unsafe for a particular incarcerated individual, the nurse shall clarify the ordered route with the prescribing provider before administration of the medication.

f) Right Documentation

i) The nurse administering the medication shall review the medication administration record (MAR) for each incarcerated individual who is scheduled to receive medication during the scheduled medication pass.

ii) After administering medication, a nurse shall immediately document the administration of the medication on the MAR.

iii) Medication that is not given at their scheduled time shall be designated as "not given" on the MAR with the corresponding reason for non-administration selected.

iv) When a medication is placed on hold, the medication shall be designated as "hold" on the MAR and the reason for the hold shall be indicated.

v) A one-time dosage or STAT medication order shall be recorded on the MAR with a frequency of STAT AM, Noon, PM, or HS and a duration of one (1) dose.

vi) A nurse shall record the site of an injection on the MAR.

vii) Immunization administration shall be recorded under the immunizations heading on the health record.

2. Process of Medication Administration

A nurse shall verify the six (6) rights of medication administration at least three (3) times before administering a medication to an incarcerated individual in the following order:

a) A nurse shall perform the first check, including observing the expiration date of the medication, as the unit dose package, blister pack, or pill bag is removed from the dispensing machine or medication cart.

b) A nurse shall perform the second check after the medication is removed from the dispensing machine or medication cart and prior to pouring or removing the medication from a multidose container. A second nurse may perform a medication check for high-alert medications, (e.g., insulin, opiates and narcotics, injectable potassium chloride (or phosphate) concentrate, intravenous anticoagulants (heparin), and sodium chloride solutions above 0.9%), when possible.

c) A nurse shall perform the third check immediately before administering the medication to the incarcerated individual or when replacing the multidose container back into the medication cart drawer.

3. Protocol for Dispensing and Administering Medication

a) Medications shall be administered only in a safe environment. An adult corrections officer must be present and observing the incarcerated individual during medication pass.

b) Medications shall be administered to one incarcerated individual at a time. Only one incarcerated individual at a time shall be permitted to stand at a pill pass window or medication cart. Incarcerated individuals shall wait in an orderly manner in the pill pass line, which must be located at a minimum of six (6) feet away from the area of medication administration.

c) The same nurse shall dispense the medication, administer the medication, and document the result of the medication administration on the MAR and/or health record.

d) Medications shall be dispensed into a souffle medicine cup or appropriate equivalent, NOT into the incarcerated individual's hand.

e) The nurse shall observe the incarcerated individual putting the medication into their mouth and swallowing the medication.

f) The nurse shall perform a mouth check by requesting the incarcerated individual open their mouth and raise their tongue.

g) The incarcerated individual shall return the medicine cup to the nurse or dispose of the medicine cup in front of the nurse before the incarcerated individual leaves the medication area.

4. Injectable Medication

a) All incarcerated individuals receiving injections must be seated, lying down, or leaning over a supportive surface.

b) A nurse shall administer a non-emergency injection to the buttock of an incarcerated individual in a location that ensures privacy.

c) The maximum volume for a single intramuscular (IM) injection is 5 mL, with lower maximums proposed for adult patients with less developed or small muscle mass. Intramuscular injection consisting of larger volumes must be administered in divided doses.

d) Maximum volumes have been proposed across the various IM sites for adult patients: deltoid, ventrogluteal, and vastus lateralis.

e) A nurse shall select the appropriate syringe, needle, and injection site based on the amount and viscosity of the medication, the patient's weight, and amount of adipose tissue and muscle mass.

b. Over-the-Counter Medication (Non-Prescription Medication)

1. The Medical Director shall approve the list of over-the-counter (OTC), non-prescription, medications that are available to incarcerated individuals outside of health services from the facility commissary.

2. A nurse shall administer OTC medication to incarcerated individuals only under the direction of a nursing protocol or provider order.

a) Incarcerated individuals requesting OTC medication outside of nursing protocol guidelines shall be directed to obtain the OTC medication through the commissary.

b) OTC medications that require a provider order must have the order obtained, except in the instance of a life-threatening emergency, prior to the medication being administered to the incarcerated individual.

3. Incarcerated individuals receiving medications through the application of a nursing protocol shall have these medications dispensed by a nurse with a frequency of no more than three (3) times for each episode of illness. Requests for refills beyond the three (3) refill limit require a provider evaluation.

4. A nurse shall not dispense any holistic, home, or other remedies (e.g., teas, lotions, salt, honey, ginger, poultices), that are ingested, applied to the skin, gargled, or otherwise used to treat medical conditions without a provider order or under direction of a nursing protocol.

c. Keep-on-Person (KOP) Program

1. The Medical Director, Physician Manager, Psychiatrist Manager, Chief Nursing Officer, responsible physician, and Facility Warden shall approve the facility Keep-on-Person (KOP) program for the self-administration of medication by incarcerated individuals.

2. Incarcerated individuals shall be permitted by the KOP program to carry medications necessary for the emergency management of a health condition when ordered by a prescriber.

3. Scheduled drugs, psychotropic medications, and all parenteral medications (except Insulin, Intron A, and EpiPen) shall not be prescribed as KOP medication. EpiPen may not be distributed for KOP in the facility, but EpiPen may be distributed to the incarcerated individual to self-administer when assigned to community or field work.

4. A nurse shall issue a Medical Needs Memo [DCR 0449] to incarcerated individuals who are required to take KOP medication while on work assignment or during other activities that take place away from the housing unit.

5. The prescriber shall instruct incarcerated individuals participating in the KOP program about their medication, including the proper dosage, frequency, expected therapeutic effects, and potential adverse effects.

6. A nurse shall review DCR 0459 B (Medication Self-Administration Guidelines) with the incarcerated individual prior to participation in the KOP program. DCR 0459 B shall be filed in the health record and the incarcerated individual shall be provided a copy.

7. A nurse shall record the provider ordered self-administered medication as KOP medication with the date of delivery to the incarcerated individual on the MAR.

8. The prescription label on the blister pack shall indicate the incarcerated individual's name, dose, frequency, and expiration date of the KOP prescription.

9. Incarcerated individuals receiving self-administered medication shall be provided no more than one (1) blister pack of a specified KOP medication at a time. The blister pack shall contain no more than a thirty (30) day supply of any one medication.

10. When a one (1) month supply of a specific KOP medication requires the use of multiple blister packs, the incarcerated individual shall be given one (1) blister pack at a time. The blister pack shall be replaced through a one-for-one exchange when expended. Incarcerated individuals shall not receive or be in possession of multiple blister packs of the same medication. A nurse shall store additional blister packs in a locked cabinet, medication cart, or medication room.

11. Medication removed from the blister pack and stored or diverted by the incarcerated individual shall be considered contraband. Non-compliance with the Medication Self-Administration Guidelines [DCR 0459 B] shall be documented in the health record and reported to the provider for KOP program discontinuation orders.

12. Stock medication may be given to an incarcerated individual as KOP only if a provider personally writes the patient's name and administration instructions on the blister pack or the prescription label is placed on the blister pack and initialed by a provider.

13. During sick call or medication pass, an incarcerated individual shall present a refill sticker or blister pack containing no more than a one (1) week supply of the medication remaining to a nurse when requesting a refill. A nurse shall obtain a renewal order from the provider for the KOP medication, when appropriate.

14. An incarcerated individual admitted to the infirmary shall have their KOP medication discontinued and the medication ordered as nurse administered (DOT). When incarcerated individuals are discharged from the infirmary, the provider must discontinue the nurse administered (DOT) medication in order to start a new order for KOP medication, if indicted.

.4 Medication Refusal

a. When an incarcerated individual refuses a prescribed medication, the incarcerated individual shall be informed by a qualified health care professional or qualified mental health professional of the adverse health consequences of such a refusal and shall be asked to sign the Refusal to Consent to Medical/Surgical/Dental Treatment/Medication form [DCR 0417]. The qualified health care professional or qualified mental health professional shall document the refusal of the health care service by signing DCR 0417 as a witness.

b. A qualified health care professional or qualified mental health professional shall notify and refer the incarcerated individual to a provider for review when any of the following criteria have been met:

1. An incarcerated individual refuses a prescribed medication for three (3) consecutive doses.

2. The incarcerated individual takes less than 50% of prescribed medication per week regardless of the reason.

3. The medication non-adherence results in the incarcerated individual exhibiting clinically significant symptoms of illness.

4. The medication refusal may have adverse effects on a serious health condition.

c. The provider shall review and sign DCR 0417, indicating the refusal was reviewed. If appropriate, the provider shall further counsel the incarcerated

individual regarding the risk of any adverse health consequences for refusing the prescribed medication.

d. When an incarcerated individual refuses prescribed medication, and declines to sign DCR 0417, the refusal form [DCR 0417] shall be signed by the qualified health care professional and a second health or custody staff witness.

e. Incarcerated individuals who refuse prescribed medication shall continue to have the medication offered at the scheduled administration time until the medication order is discontinued or modified by the provider.

.5 Expiring Medication

a. A nurse shall notify the ordering prescriber seven (7) days in advance of the impending expiration of an order so that the prescriber can determine whether the medication order is to be continued, adjusted, or discontinued.

b. Labeling Expiration Dates

1. All injectable medication, whether requiring reconstitution or not, that is administered from a multi-dose vial shall be dated with the expiration date when opened in the following manner: "EXP. XX/XX/20XX" (Month/Day/Year) followed by the initials of the nurse opening the medication. All multi-dose vials should be dated and discarded within twenty-eight (28) days from the date of opening the vial unless the manufacturer specifies a different date for the opened vial.

2. After opening a bottle of Nitroglycerin (NTG), the opened bottle shall be dated six (6) months from the date of opening on the drug label. The date shall clearly be identified as the expiration date as follows: "EXP. XX/XX/20XX" (Month/Day/Year) followed by the initials of the nurse dating the bottle.

APPROVAL RECOMMENDED:

JAN 0 1 2024

Deputy Director for Corrections Date

APPROVED:

JAN 0 1 2024

DIRECTOR Date

MEDICAL NEEDS MEMO

Facility: _____ Date: _____

TO: _____ FROM: _____
(Signature/Title of Provider)

Inmate _____ Housed in _____
(Print Inmate's Name)

_____

_____

DURATION: _____Days; _____ Weeks; _____ Months; _____ Indefinitely

*Health Status Classification Report required if there is a ***significant*** change in health status.

Original: UTM/ACO/Work Supervisor
Canary: Medical Record
Pink: Inmate

PSD 0449 (05/05) CONFIDENTIAL

STATE OF HAWAII DEPARTMENT OF PUBLIC SAFETY

MEDICATION SELF-ADMINISTRATION GUIDELINES

The following guidelines have been prepared for you on the self-administration of medication. This means that medication will be issued to you to treat your medical condition(s). After receiving initial instruction regarding the medication from the provider or nurse you will become responsible for taking the medication according to the directions on the prescription. It is your responsibility to know what the medication is: why you are taking it and the medication's relationship to your condition. Any questions regarding medications can be discussed with the nurse or provider.

1. The nurse at sick call, or the provider in clinic will instruct you on the type of medication being prescribed to you, and why, including the proper dosage and frequency.

2. Your medication may be in a tube or a "blister pack". The blister pack is a card with either a thirty-day supply or the exact amount of medication needed for your condition. This means if the prescription requires you to take one tablet, twice a day, for fourteen days, your blister pack will contain 28 tablets.

3. You will be responsible to take the medication prescribed for as long as required by the prescription and at the proper time during the day. **YOU MUST RETURN YOUR BLISTER PACK TO THE NURSE TO PICK- UP REFILLS OR RENEWALS.**

4. The blister pack contains an identifying label. **DO NOT TAMPER WITH THE BLISTER PACK. DO NOT TAMPER WITH OR REMOVE THE LABEL.** Blister packs found in your possession that have been tampered with or that do not have an identifying label will be considered contraband under Corrections Administrative Policy, COR.13.03, 0.4 (4) Misuse of Medication.

5. Medications must remain in your cell at all times with two exceptions. You may be prescribed medication that must be taken during the workday. Work line inmates will be issued a copy of the Medical Needs Memo DOC 0449, and the correct amount of medication for the hours the inmate will be working. The second exception is for prescriptions that need to be re-filled. **IT IS YOUR RESPONSIBILITY TO BRING YOUR MEDICATION TO SICK CALL ONE WEEK BEFORE THE EXPIRATION DATE SO THE NURSE CAN INITIATE A RENEWED PRESCRIPTION.**

6. Medication belonging to other inmates found in your possession is contraband.

7. Medication found in your possession beyond the expiration date of the prescription is contraband. Sometimes you may forget to take a dose. If you forget to take a dose, do not "double" up the next time you need to take the medication. All left over medication at the expiration date must be returned to the medical unit.

8. Do not share your medication with other inmates even if the other inmate is on the same prescription.

9. If you have followed your prescription properly, the blister pack will be empty at the expiration date. Do not throw away empty blister packs they must be returned to the clinic.

Original: Medical Record
Canary: Inmate **CONFIDENTIAL**
DOC 0459 B (4/11)

HEALTH CARE DIVISION

REQUEST FOR RESTRICTED/ NON-FORMULARY DRUG

PATIENT'S LAST NAME:	FIRST NAME:	
SID No:	DATE:	FACILITY:	HOUSING AREA:

PART 1 (TO BE COMPLETED BY PRESCRIBER)

1. GENERIC BRAND NAME	Seroquel	DOSE:
2. PRESCRIBING DIRECTIONS		
3. DIAGNOSIS	Others	
4. ADVANTAGE OF THIS DRUG OVER A FORMULARY DRUG		
5. WAS PATIENT ON THIS MEDICATION AT HOME?	☐ YES ☐ NO	
6. IS THIS A RECOMMENDATION FROM THE HOSPITAL/CLINIC?	☐ YES ☐ NO	
7. DRUGS BEING REQUESTED:	☐ NON-FORMULARY ☐ RESTRICTED	
8. REQUESTED BY SPECIALIST:		DATE/TIME:
9. STATE PHYSICIAN SIGNATURE		DATE/TIME:

PART II (TO BE COMPLETED BY MEDICAL DIRECTOR/SURP)

A. FORMULARY ALTERNATIVES DISCUSSED WITH PRESCRIBER? ☐ YES ☐ NO

B. FORMULARY APPROVAL PROCESS COMPLETED? ☐ YES ☐ NO

C. MEDICATION REVIEW:

MEDICAL DIRECTOR SIGNATURE: _____ **DATE:** _____

Medication review should document any result of chart review including risk of prescribed therapy or suggested alternative and any discussion with the prescriber regarding the medications choice. Review should also include whether non-formulary or alternative medications was dispenses and whether medications was available or required special order.

REFERRED TO PHARMACY & THERAPEUTICS COMMITTEE: _____ **DATE:** _____

1.0 PURPOSE

The purpose of this policy is to ensure that sufficient and suitable space, supplies, and equipment deemed necessary for the delivery of adequate health care are available for the facility's medical, dental, and mental health services.

2.0 SCOPE

This policy and procedure shall apply to all correctional facilities, their assigned personnel, and contract staff.

3.0 REFERENCES, DEFINITIONS & FORMS

.1 References

a. Code of Federal Regulations Title 21, 45 CFR 160-169, Federal Register Documents, (2023).

b. Department of Corrections and Rehabilitation, Policy and Procedures, COR.10.1B.03, Staff Safety.

c. Department of Corrections and Rehabilitation, Policy and Procedures, COR.10.1D.01, Pharmaceutical Operations.

d. Department of Social Services and Housing, Policies and Procedures, 493.02.03, Equipment and Property Inventory.

e. Department of Social Services and Housing, Policies and Procedures, 493.02.11, Inventory Supplies and Equipment, Control and Disposition of.

f. Hawaii Administrative Rules, Title 3, Chapter 130, Inventory Managements.

g. Hawaii Revised Statutes (HRS) §103D Part VII, Inventory Management; State and County Property.

h. Hawaii Revised Statutes §323B, Health Care Privacy Harmonization Act.

i. Standards for Health Services in Prisons. National Commission on Correctional Health Care, (2018).

j. Standards for Health Services in Jails. National Commission on Correctional Health Care, (2018).

k. Standards for Mental Health Services in Correctional Facilities. National Commission on Correctional Health Care, (2015).

.2 Definitions

a. Reasonable Safeguards: Appropriate administrative, physical, and/or technical safeguards that protect against use and disclosure of PHI not permitted by the Health Insurance Portability and Accountability (HIPAA) Privacy Rule, and includes incidental use or disclosure.

b. Responsible Health Authority: The Clinical Services Administrator is the designated individual tasked with ensuring the organization and delivery of all medical and clinical services care in the facility.

c. Responsible Mental Health Authority: The Mental Health Administrator is the designated individual tasked with ensuring the organization and delivery of all mental health services in the facility.

4.0 POLICY

.1 Facilities shall have sufficient and suitable space, supplies, and equipment available for the delivery of medical, dental, and mental health services to incarcerated individuals.

.2 The amount and configuration of space for health care operations shall be appropriate for the purpose of the encounter and may vary within a facility depending on the health care services rendered at each clinical encounter area.

.3 The types of equipment, supplies, and materials for examination and treatment depend on patient need, the level of health care provided, and the capabilities of specific health care staff.

5.0 PROCEDURES

.1 The Facility Warden, in collaboration with the Responsible Health Authority and the Responsible Mental Health Authority, shall ensure that examination, treatment, and therapy rooms for medical, dental, and mental health care are

available with reasonable safeguards to ensure confidentiality, and are equipped to meet the needs of the patient population.

.2 The Responsible Health Authority or designee shall ensure that pharmaceuticals, medical supplies, and mobile emergency equipment are available and regularly checked in accordance with the applicable policy (i.e., COR.10.1B.03, Staff Safety; COR.10.1D.01, Pharmaceutical Operations), or the manufacturer's instructions.

.3 The Facility Warden shall ensure the availability of adequate and secure office space for health care staff. The Responsible Health Authority and the Responsible Mental Health Authority shall ensure offices are equipped with adequate administrative files, storage cabinets for health records, chairs, and writing desks.

.4 When laboratory, radiological, or other ancillary services are provided on-site, the Facility Warden shall ensure designated areas are adequate to hold equipment and records.

.5 The Facility Warden shall ensure that when incarcerated individuals are placed in a waiting area for more than a brief period, the waiting area shall have seats, as well as access to drinking water and toilets.

.6 The Responsible Health Authority or their designee shall ensure the facility has, at a minimum, the following equipment, supplies, and materials for the examination and treatment of patients:

a. Hand-washing facilities or alternate means of hand sanitization.

b. Examination table.

c. A light capable of providing direct illumination.

d. Scale.

e. Thermometer.

f. Blood pressure monitoring equipment.

g. Stethoscope.

h. Ophthalmoscope.

i. Otoscope.

j. Transportation equipment (e.g., wheelchair, stretcher).

k. Trash containers for biohazardous materials and sharps.

l. Sterilizer for non-disposable medical or dental equipment.

m. Appropriate space, equipment, and supplies for pelvic examinations if indicated by the facility population.

n. Oxygen.

o. Automated external defibrillator.

p. Pulse oximeter.

q. Personal protective equipment (e.g., gloves, eye protection, gowns, masks).

.7 The Responsible Health Authority or their designee shall ensure the facility has, at a minimum, the following basic equipment for on-site dental examinations:

a. Hand-washing facilities or alternate means of hand sanitization.

b. Dental examination chair.

c. Examination light.

d. Instruments.

e. Trash containers for biohazardous materials and sharps.

f. A dentist's stool.

g. Personal protective equipment.

.8 The Responsible Health Authority or their designee shall ensure the facility has, at a minimum, the following for on-site dental operatory services:

a. An X-ray unit with developing capability.

b. Blood pressure monitoring equipment.

c. Oxygen.

.9 The Responsible Health Authority or their designee shall ensure the facility has, at a minimum, the following equipment, supplies, and materials for the administration of injectable psychotropic medication or to manage medication reaction:

a. Hand-washing facilities or alternate means of hand sanitization.

b. Blood pressure monitoring equipment.

c. Stethoscope.

d. Trash containers for biohazardous materials and sharps.

.10 The Responsible Mental Health Authority shall ensure the facility has an adequate supply of psychological testing materials for purposes of empirical assessment and diagnosis of mental disorders.

.11 Designated Property Custodians shall maintain the inventory of all equipment, materials, and supplies purchased for health care services in accordance with State of Hawaii laws, administrative rules, and policies relevant to inventory management and control.

.12 Suitable health care reference books (e.g., Diagnostic and Statistical Manual of Mental Disorders), periodicals, audio recordings, video recordings, and online resources (e.g., UpToDate®, Lippincott, Prescriber's Digital Reference), shall be available to health care staff, as the budget allows.

APPROVAL RECOMMENDED:

JAN 0 1 2024

Deputy Director for Corrections Date

APPROVED:

JAN 0 1 2024

DIRECTOR Date

1.0 PURPOSE

The purpose of this policy is to ensure that all staff are prepared to effectively respond during emergencies.

2.0 SCOPE

This policy and procedure shall apply to all correctional facilities, their assigned personnel, and contract staff within the Department of Corrections and Rehabilitation (DCR).

3.0 REFERENCES, DEFINITIONS & FORMS

.1 References

a. Department of Corrections and Rehabilitation, Policy and Procedures, ADM.08.01, Emergency Response Manual.

b. Department of Corrections and Rehabilitation, Policy and Procedures, ADM.08.02, Department Fire Safety Program.

c. Department of Corrections and Rehabilitation, Policy and Procedures, ADM.08.04, Bomb and Bomb Threat Action Plan.

d. Department of Corrections and Rehabilitation, Policy and Procedures, ADM.08.05, Emergency Release of Employees.

e. Department of Corrections and Rehabilitation, Policy and Procedures, ERC.10.01, Emergency Evacuation Plan – Natural Disasters.

f. Department of Corrections and Rehabilitation, Policy and Procedures, ERC.10.02, Civil Defense Emergency Coordination Plan.

g. Hawaii Revised Statutes §127A, Emergency Management.

h. Inter-Office Memorandum, No. PSD #2020-1314, Incident Reporting and Notification, Nolan P. Espinda, Director, (4/15/2020).

i. O'Brien's Response Management Inc., Department of Corrections and Rehabilitation: Continuity of Operations Plan, (April 2023).

j. Standards for Health Services in Prisons. National Commission on Correctional Health Care, (2018).

k. Standards for Health Services in Jails. National Commission on Correctional Health Care, (2018).

l. Standards for Mental Health Services in Correctional Facilities. National Commission on Correctional Health Care, (2015).

m. Performance-based Standards and Expected Practices for Adult Correctional Institutions. The American Correctional Association. Standards: 5-ACI-6A-08, (2021).

.2 Definitions

a. Critiques of Emergency Drills or Actual Events: The documentation and observations of appropriate and inappropriate staff response to mass disaster and man-down drills or actual events including response time, names and titles of health staff, and the roles and responses of all participants.

b. Emergency: Any significant disruption of normal facility or agency procedure, policy, or activity caused by riot, escape, fire, natural disaster, employee action, or other serious incident.

c. Emergency Care: Medical, dental, and mental health care for an acute illness or an unexpected health need that cannot be deferred until the next scheduled sick call or clinic.

d. Man-Down Drill: A simulated or actual health care emergency affecting one individual who requires immediate attention and involves life-threatening situations commonly experienced in correctional settings (e.g., suicide attempts, seizures, diabetic emergencies, drug overdoses).

e. Mass Disaster Drill: A simulated emergency potentially involving mass disruption and multiple casualties that require triage by health staff. It frequently involves a natural disaster (e.g., hurricane, tsunami, volcanic eruption, tornado, flood, earthquake), and/or internal disaster (e.g., riot, arson, kitchen explosion), and/or an external disaster (e.g., mass arrests, bomb threat, power outage).

f. Responsible Health Authority: The Clinical Services Administrator is the designated individual tasked with ensuring the organization and delivery of all medical and clinical services care in the facility.

g. Responsible Mental Health Authority: The Mental Health Administrator is the designated individual tasked with ensuring the organization and delivery of all mental health care in the facility.

4.0 POLICY

.1 Facilities shall provide twenty-four (24) hour emergency medical, dental, and mental health services.

.2 The department shall maintain emergency response manuals for correctional facility operations in accordance with ADM.08.01. The emergency response manuals shall contain emergency plans which can be utilized as resource material by command personnel during emergency situations.

.3 Two types of emergency response drills (including actual events) shall be conducted and critiqued: mass disaster and man-down.

5.0 PROCEDURES

.1 Emergency Services

Correctional facilities shall provide access to twenty-four (24) hour emergency medical, dental, and mental health services.

a. Health Emergency that Requires Urgent Response

1. Urgent Medical or Dental Need.

a) When an incarcerated individual presents with an urgent medical or dental need, facility staff shall respond to the emergency, notify the medical unit, and immediately transport the incarcerated individual to the medical unit.

b) If health care staff are not on-site, facility staff shall provide emergency notification to the on-call provider (i.e., refer to monthly Provider Consultative Call sheet).

2. Urgent Mental Health Need

a) When an incarcerated individual presents with an urgent mental health need, facility staff shall respond to the emergency, secure the incarcerated individual, and notify mental health staff.

b) A qualified mental health professional shall either order the immediate transport of the incarcerated individual to the health care unit for examination, or respond to the site of the emergency.

c) If a qualified mental health professional is not on-site, facility staff shall notify the medical unit and immediately transport the incarcerated individual to the medical unit.

d) If health care staff are not on-site, facility staff shall provide emergency notification to the on-call provider (i.e., refer to monthly Provider Consultative Call sheet).

b. Health Emergency that Requires Immediate Response

1. In the event of a medical, dental, or mental health emergency, facility staff shall respond to the emergency, secure the scene, call for assistance, and provide emergency services until qualified health care professionals arrive to the scene of the emergency.

2. In the event of a medical, dental, or mental health emergency when health care staff are not on-site, facility staff shall respond to the emergency, secure the scene, call for assistance, provide emergency notification to the on-call provider (i.e., refer to monthly Provider Consultative Call sheet), and provide emergency services until community-based emergency personnel arrive to the scene of the emergency, or the incarcerated individual is transported to the local hospital emergency department.

c. Off-Site Urgent and Emergency Health Need

1. When an incarcerated individual presents with an urgent medical, dental, or mental health need that occurs outside the boundaries of the correctional facility, the employee providing supervision of the incarcerated individual shall notify the facility and the medical unit, and immediately transport the incarcerated individual to the medical unit.

2. When an incarcerated individual presents with an emergency medical, dental, or mental health need that occurs outside the boundaries of the correctional facility, the employee providing supervision of the incarcerated individual shall respond to the emergency, secure the scene, call the facility for backup assistance, call 911, and provide emergency services until community-based emergency personnel arrive on the scene of the emergency.

.2 Emergency Response Plan

The Responsible Health Authority, Responsible Mental Health Authority, and Facility Warden shall approve the health components of the documented emergency response plan, which includes, at a minimum:

a. Responsibilities of health staff.

b. Procedures for triage in the event of multiple casualties.

c. Predetermination of the site for care.

d. Emergency transport of incarcerated individuals, who require emergency medical services, from the facility.

e. Use of an emergency vehicle.

f. Telephone numbers and procedures for calling health staff and the community emergency response system (e.g., hospitals, ambulances).

g. Use of one or more designated hospital emergency departments or other appropriate facilities.

h. Emergency on-call provider for medical, dental, and mental health services when the emergency health care facility is not nearby.

i. Security procedures for the immediate transfer of patients for emergency care.

j. Procedures for evacuating incarcerated individuals in a mass disaster.

k. Alternate backups for each element of the emergency response plan.

l. Appropriate timeframes for response.

m. Notification to the person legally responsible for the facility in accordance with directive #2020-1314.

.3 Emergency Response Drills

In coordination with the Facility Warden or designee, the Responsible Health Authority and the Responsible Mental Health Authority shall plan and implement emergency response drills.

a. Mass Disaster Drills

1. Mass disaster drills shall be conducted so that each shift has participated over a three (3) year period.

2. If a facility has a satellite facility, mass disaster drills shall include the satellite location as well.

3. Actual mass disaster emergencies, whether or not they involve injuries, may be substituted for mass disaster drills.

b. Man-Down Drills

1. A health emergency man-down drill shall be practiced once a year on each shift where health staff are regularly assigned.

2. If a facility has a satellite facility, man-down drills shall include the satellite location as well.

3. Actual man-down health emergencies, whether or not they involve injuries, may be substituted for man-down drills.

c. Critique of Mass Disaster and Man-Down Drills or Actual Events

1. The health care components of the mass disaster and man-down drills or actual events shall be critiqued by the Facility Warden, Chief of Security, Responsible Health Authority, Responsible Mental Health Authority, and/or other appropriate personnel.

2. The Responsible Health Authority and the Responsible Mental Health Authority shall share the results of emergency drills or actual events

and the recommendations to be acted upon with all health care staff during the facility health care staff meeting.

3. Health care staff who are not present during a mass disaster or man-down drill shall review and initial the written critiques or provide documentation that acknowledges their review of the event, the critique, and the recommendations.

4. The Responsible Health Authority shall submit documented critiques of mass disaster drills, man-down drills, and/or actual events to the Quality Assurance Committee.

APPROVAL RECOMMENDED:

JAN 0 1 2024

Deputy Director for Corrections — Date

APPROVED:

JAN 0 1 2024

DIRECTOR — Date

1.0 PURPOSE

To establish guidelines for the use of Automatic External Defibrillators (AEDs) in the correctional facilities within the Department of Corrections and Rehabilitation (DCR).

2.0 SCOPE

This policy and procedure shall apply to all branch facilities and their assigned personnel.

3.0 REFERENCES, DEFINITIONS & FORMS

.1 References

a. American Heart Association (5/29/2008) AED Program www.americanheart.org.

b. Hawaii Revised Statutes, Section 26-14.6, Department of Corrections and Rehabilitation; Section 353C-2, Director of Corrections and Rehabilitation, Powers and Duties.

c. Standards for Health Services in Prisons. National Commission on Correctional Health Care, (2018).

d. Standards for Health Services in Jails. National Commission on Correctional Health Care, (2018).

e. Standards for Mental Health Services in Correctional Facilities. National Commission on Correctional Health Care, (2015).

.2 Definitions

a. Automatic External Defibrillator (AED): A portable computerized automatic device that analyzes heart rhythms, recognizes a rhythm requiring a shock, advises the rescuer when a shock is needed. The AED uses voice prompts, lights and text messages to tell the rescuer the steps to take.

b. Cardiopulmonary Resuscitation (CPR): The process of ventilating and circulating blood for a patient in cardiopulmonary arrest, usually by combining mouth to mouth ventilation with external chest compressions,

with the goal of providing oxygen to vital organs until appropriate medical care can be obtained.

c. Emergency Medical Service System (EMS): A system of emergency services including a centralized emergency number (911) for public access, rescue operations, ambulance transportation, emergency department services and public education that may be required as a result of an acute injury or illness.

d. Standard Precautions: Guidelines recommended by the Centers for Disease Control and Prevention to reduce the risk of the spread of infection. The guidelines include hand washing, the use of personal protective devices such as gloves, masks, gowns, and eyewear when contact with body fluids.

4.0 POLICY

.1 All correctional facilities shall have an AED available on the premises and its location shall known to all health care and security staff.

.2 The Health Care Medical Director shall provide medical oversight to assure quality control.

.3 The Health Care Division Administrator shall approve and oversee authorized training staff and shall ensure that the training program is medically sound and educationally effective

.4 All Hawaii state correctional facilities shall provide initial and periodic training in the use of AEDs to all health care staff and Adult Correctional Officers (ACOs) in conjunction with CPR training.

5.0 PROCEDURE

.1 Assessment/Treatment.

a. Standard precautions shall be followed including the use of personal protective devices such as gloves and one-way valve facemasks during the performance of CPR. These devises are available in all first aide kits.

b. First responders shall:

1. Secure the area

2. Check for unresponsiveness, the absence of breathing and no pulse to determine actual cardiopulmonary arrest. [ABCs (A) airway, (B) breathing and (C) circulation]

3. Call 911 and on-duty health staff

4. In the presence cardiopulmonary arrest initiate CPR until the AED can be attached. Use of the AED takes precedence over the performance of CPR. Compressions may be stopped to apply the AED patches while continuing rescue breathing when possible.

5. Turn on the AED and press the analyze button.

6. The AED will direct the responders as to whether a shockable heart rhythm exists.

7. In the event of a shockable rhythm the AED will automatically determine the charge level and charge the machine. Verbal instructions will be given by the AED indicating the presence of a shockable rhythm, that the machine is charging, and direction to all clear. Indicating that a shock situation is imminent. Instructions will be given by the AED to press the shock button.

8. The responder only presses the shock button after he or she determines that everyone is cleared away from the patient and it is safe to proceed. After the shock is administered the AED will analyze the any subsequent heart rhythm and give instructions.

9. In the event of the AED determining no shockable rhythm exists responders are instructed verbally by the AED to continue CPR. The analyze button on the AED shall be pressed at intervals of approximately every two minutes by a responder to allow the AED to determine if cardiac rhythm as been restored or a shockable rhythm exists.

c. AED shall only be used on an unresponsive person with no spontaneous breathing and no pulse.

d. Use of the AED is contraindicated under the following circumstances:

1. Conscience person

2. Person has a pulse but is not spontaneously breathing

3. Person is under 65 lbs or less than 8 years of age

e. Upon arrival, EMS shall have control over the scene

1. AED responders shall a give a quick report to the EMS team of what is known about the situation

2. AED responders shall assist the EMS team with additional shocks and rhythm monitoring, if needed.

.2 Locations of AEDs

a. The location of the AED in facilities with 24-hour medical coverage shall be in the Health Care Section.

b. The location of the AED in facilities without 24-hour medical coverage shall be approved by facility administrators and known to all Adult Correctional Officers.

.3 AED Maintenance

a. Health Care staff shall conduct daily battery status checks and document these checks on an emergency equipment log for current model AEDs issued through the Health Care Division. Problems and corrective measures shall also be logged.

b. Whenever a status check identifies a problem, the person conducting the daily check shall be responsible for correcting the problem, if possible, or seeing that the problem is corrected as soon as possible. Anytime an AED device is found to be non-functioning, it is to be pulled from the work area, serviced and/or repaired.

1. In the event an AED is not available due to servicing concerns staff shall activate the EMS system by calling 911 and performing CPR until relieved by health care staff and/or EMS.

c. Older model AED machines retained by the facility shall be checked daily and maintained by non-healthcare facility personnel.

.4 AED Training

a. All security staff shall receive initial training on the use of the AED in conjunction with CPR training during Basic Corrections Training. Refresher training shall occur with CPR re-certification courses.

b. Health care staff is required to have current CPR/AED training upon hire and refresher training shall occur with CPR re-certification.

c. AED training and certification shall be conducted in accordance with the standards of a nationally recognized organization and shall include AED-specific operational procedures.

APPROVAL RECOMMENDED:

JAN 0 1 2024

Deputy Director for Corrections — Date

APPROVED:

JAN 0 1 2024

DIRECTOR — Date

1.0 PURPOSE

The purpose of this policy is to establish guidelines to prevent air and blood borne pathogen exposure to staff and patients, to minimize the incidence of infectious or communicable diseases, and to establish procedures for the treatment and control of skin infestations.

2.0 SCOPE

This policy shall apply to all correctional facilities and their personnel within the Department of Corrections and Rehabilitation (DCR).

3.0 REFERENCES, DEFINITIONS & FORMS

.1 References

a. Center for Disease Control (CDC), Guide to Infection Control for Outpatient Settings (2014).

b. Center for Disease Control (CDC), Guideline for Isolation Precautions: Preventing Transmission of Infectious Agents in Healthcare Settings, 2007.

c. Department of Corrections and Rehabilitation (DCR), Policy and Procedures (P&P), ADM.04.03, Bloodborne Pathogens Training and Immunization.

d. Hawaii Administrative Rules (HAR), Dept. of Health, Title II, Chapter 156, Communicable Diseases.

e. Hawaii Revised Statutes (HRS), Chapter 325, Infectious and Communicable Disease.

f. HRS Section 26-14.6, Department of Public Safety; and Section 353-A, Director of Corrections and Rehabilitation, Powers and Duties.

g. National Commission on Correctional Health Care, Standards for Health Services in Prisons and Jails, (2014).

h. DCR, Policy and Procedures Manual (P&P), ADM.04.02, Pulmonary Tuberculosis Clearance and Training.

i. DCR, P&P, ADM.07.01. Management of Accidental Exposures to Blood or Body Fluids.

.2 Definitions

a. Ectoparasites: Parasites that live on the skin. They are communicable and may lead to secondary infections such a pediculosis and scabies

b. Exposure Control Plan: A plan or policy that describes staff actions that will eliminate or minimize exposures to pathogens.

c. Health Practitioners: Any person working in the provision of health care services such as nurses, physicians, dentists, mid-level practitioners, PMAs.

d. Injection Safety: Includes practices intended to prevent transmission of infectious disease between one patient to another, or between a patient and a healthcare provider.

e. Negative Air Pressure: A design that does not allow air, once it has entered a room, to vent back to the area the air came from. A fan that pulls the air out of the room and vents the air to the outside is the usual method used to accomplish this.

f. Personal Protective Equipment (PPE): refers to wearable equipment that is intended to protect health care providers from exposure to or contact with infectious agents and include gloves, gowns, face masks, goggles, and face shields.

g. Respiratory Hygiene/Cough Etiquette: Terms used to describe infection prevention measures to decrease the transmission of respiratory illness that include covering your mouth and nose when you cough, coughing and sneezing into your upper sleeve rather than into your hands, washing hands after coughing and notifying health care providers of cold or flu symptoms when arriving at a clinic.

h. Standard Precautions: The basic level of infection control precautions which are to be used, as a minimum, in the care of all patients. The precautions are comprised of hand hygiene, use of personal protective equipment and respiratory hygiene/cough etiquette.

4.0 POLICY

.1 There shall be an exposure control plan that is reviewed annually, updated if necessary, and approved by the Medical Director.

.2 The DCR Infection Control Program encompasses the policies and procedures of this policy and those associated with P&P ADM.07, P&P ADM.04.02,. and ADM. 04.02.

.3 All health practitioners shall adhere to the use of standard precautions when interacting with patients.

.4 Health care personnel shall receive job-specific training on infection prevention policies and procedures upon hire and annually thereafter. Competency and compliance shall be documented through an annual evaluation.

.5 All health care clinics shall display Respiratory Hygiene/Cough Etiquette educational posters in patient view.

.6 All heath care staff shall be offered influenza vaccine at no cost.

.7 All facilities shall maintain an adequate supply of personal protective equipment.

.8 All patients shall be interviewed at intake relative to the presence of any infectious disease symptoms, skin wound or rashes. All such conditions shall be assessed by a registered nurse for determination of any necessary treatment.

.9 Patients presenting at the clinic with potential communicable conditions shall not be charged a sick call visit copay. Patient's with possible communicable conditions shall be encouraged to visit the clinic for evaluation.

.10 Treatment and control of the spread of skin infestations (e.g., scabies, lice) at the facilities shall involve a coordinated effort between medical and housing staff.

.11 All inmates who receive treatment by medical staff for skin infestations shall receive clean clothes and sheets.

.12 All reportable diseases as specified by the Department of Health (DOH) shall be reported using the DOH Communicable Disease Report. Available online at health.hawaii.gov/docd/files/2013/05/Communicable-Disease-Report-Form-Fillable.pdf.

5.0 PROCEDURES

.1 Standard Precautions- reduce the risk of disease transmission even when the source of infection is not known. Health practitioners shall always use the following standard precautions to minimize the risk of exposure and spread of communicable disease:

Proper Hand Hygiene shall be performed:

a. After contact with blood, bodily fluids or excretions, and wound dressings.

b. After glove removal.

c. Before exiting the patient's care area after touching the patient or the patient's immediate environment.

d. Before touching a patient, even if wearing gloves.

e. Prior to performing an aseptic task such as wound care.

f. If hands will be moving from a contaminated body site to a clean body site during patient care.

g. Use soap and water when hands are visibly soiled or after caring for patients with known or suspected infectious diarrhea. Otherwise the preferred method of hand decontamination is with an alcohol based hand rub per the CDC and World Health Organization.

.2 Personal Protective Equipment:

The selection of PPE shall be based on the nature of the patient interaction and potential exposure to blood, body fluids and infectious agents.

a. Facilities shall assure that sufficient and appropriate PPE is available and readily accessible to health care staff.

b. Health Care staff shall be educated regarding the proper selection and use of PPE.

c. PPE shall be removed and discarded before leaving the patient's room or area.

d. Gloves shall be worn whenever there is a potential for contact with blood, body fluids, mucous membranes, and non-intact skin or contaminated equipment.

i. The same pair of gloves shall NOT be used for the care of more than one patient.

ii. Gloves shall NOT be washed for reuse.

iii. Hand hygiene shall immediately be performed after removing gloves.

e. Gowns shall be worn to protect skin and clothing during procedures or activities where contact with blood or body fluids is anticipated.

i. The same gown shall NOT be used for the care of more than one patient.

f. Mouth, nose and eye protection shall be worn during procedures that are likely to generate splashes or sprays of blood or other body fluids.

.3 During preparation and administration of parenteral medications.

In addition to this policy, adherence to P&P ADM. 07.01 or ADM.04.03 Exposure Control Plan which shall increase the protection of the health care providers from blood exposure and sharps injuries the following additional practices.

Safe Injection Practice:

a. Aseptic techniques shall be used when preparing and administering medications.

b. The access diaphragm of medication vials shall be cleaned with 70% alcohol prior to inserting a device into the vial.

c. Medications for single dose or single use vials, ampoules, or bags or bottles of intravenous solution shall never be administered to more than one patient.

d. Do not reuse a syringe to enter a medication vial or solution.

e. Safety engineered needles and syringes shall be used by health care staff.

f. Fluid infusion or administration sets shall not be used for more than one patient.

g. Multi-dose vials shall be dedicated to a single patient, whenever possible. If multi-dose vials will be used for more than one patient, they shall be restricted to a centralized medication area and shall not enter the immediate patient treatment area.

h. Used syringes and needles shall be disposed of at the point of use in a sharps container that is closable, puncture–resistant, and leakproof.

.4 Environmental Cleaning – facilities shall establish policies and procedures for routine cleaning and disinfections of environmental surfaces and the handling and removal of biohazardous waste as part of the infection prevention plan. Cleaning refers to the removal of visible soil and organic contamination from a device or environmental surface using the physical action of scrubbing with a surfactant or detergent and water, and/or energy based processes such as an ultrasonic cleaner with appropriate chemical agents.

Emphasis for cleaning and disinfection should be placed on surfaces that are most likely to become contaminated with pathogens including those in close proximity to the patient, such as the bed, hand rails and frequently touched surfaces in the patient care environment.

a. Use EPA registered disinfectants or detergents/disinfectants with label claims for use in healthcare settings.

b. Disposable infectious waste (e.g., gloves) shall be contained separately from other non-infectious waste material prior to disposal. Infectious waste containers shall have an attached cover that operates with a foot pedal and shall be labeled, "Biohazardous Material." The container shall be lined with disposable red biohazard plastic bags. Infectious waste containers shall be located in the medical sections and in other locations in the facility as necessary. Full bags shall be bound and securely stored until removed for biohazard waste disposal.

c. Linen and clothing that are soiled with blood or other bodily secretions shall be placed in a hazard bag at the site of the spill and transported to the laundry. Laundry workers shall avoid direct contact with the areas of the material soiled with blood and body fluids. The items shall be washed in the hot water laundry cycle with bleach to disinfect the material.

d. Janitorial staff may routinely use a biohazard liner in the receptacle of inmate and staff female restrooms. Sanitary napkins are considered "household" waste by OSHA and CDC and are not addressed in infectious waste management. The biohazard liner in a female restroom is an added protection for the institution. Once the receptacle is full, the biohazard bag may be disposed of with other facility waste, incinerated, or sterilized. Please note that special biohazard disposal is not required.

e. Non-medical or institutional sharps or tools (handcuffs, sharp cutting tools, razor blades, etc.) are not covered by OSHA or CDC guidelines. For the added protection of the institution, it is recommended that non-disposable institutional sharps and tools be decontaminated with a germicidal product if the instrument is contaminated by blood or body fluids. Gloves shall be worn during the decontamination process. Razors that are still a part of the handle can be disposed of without caution. Razors that have become separated from the handle should be managed in the same way as a medical sharp and should be placed in a puncture proof container. Any strong metal, plastic or rubberized container, such as a coffee can, will suffice for this purpose so long as it is under the supervision of a correctional employee pending disposal. Once the container is disposed of, no other precautions are necessary.

f. Blood and body secretion spills shall be promptly cleaned. Gloves shall be worn. A protective gown and goggles shall also be worn if splashing is anticipated. Every facility shall have all in one blood spill kits to clean up blood spills. To avoid special receptacles throughout the facility, a spill kit shall include biohazard bags. Contaminated disposable material and protective clothing shall be bagged at the site of the spill and the bag shall be promptly removed.

g. To clean a biohazard spill:

   i. Small spills shall be soaked up with paper towels and the area disinfected with a germicide agent. Hands shall be scrubbed clean after the gloves are removed.

   ii. Dike large spills with paper towels to contain the fluid if necessary. If dripping is anticipated from paper towels soaked with blood or body fluid, place the biohazard bag on newspapers. Lay the newspapers on the floor up to the outer edge of the dyke. This will avoid contamination of other areas.

   iii. Visible material shall be removed with paper towels that shall be disposed of immediately in a red biohazard bag. Once all the visible material has been removed, the area shall then be decontaminated with broad spectrum, biodegradable germicide. It is a violation of federal laws to use a product in a manner inconsistent with its labeling. The germicide label shall be referred to in order to ensure the appropriate solution and application. Bleach or germicidal solutions shall not be made up in advance and stored.

iv. Discard all newspaper and disposable clothing or gloves in the biohazard bag before leaving the clean up site. A light mist of the germicidal solution may be lightly sprayed over the area. Rinsing is not required and the area should be left to dry naturally.

.5 Medical Equipment Cleaning- is labeled by the manufacturer to be either reusable or single use. Reusable medical equipment should be accompanied by instructions for cleaning and disinfection or sterilization, as appropriate.
All reusable medical equipment shall be cleaned and maintained according to the manufacturer's instruction to prevent patient to patient transmission of infectious agents.

a. All reusable medical equipment that has contact with non-intact skin or mucus membranes such a blood glucose meters, nebulizers, infusion pumps etc., shall be cleaned between patient use.

b. Copies of the manufacturer's instructions for the cleaning and reprocessing of equipment in use at the facility shall be maintained and followed.

c. Periodic observation of procedures shall be performed to evaluate the competencies of health care providers in the proper reprocessing of equipment.

d. Health care staff shall wear appropriate PPE when handing and reprocessing contaminated patient equipment.

.6 Appropriate medical, dental, and laboratory equipment and instruments are decontaminated.

.7 Respiratory Hygiene/Cough Etiquette – is an element of standard precautions that is targeted primarily at patients with undiagnosed transmissible respiratory infections, and applies to any person with signs of illness including cough, congestion, rhinorrhea, or increased production of respiratory secretions when entering the clinic.

a. Signs shall be posted at the entrances of the clinic with instructions to patients with respiratory infection to:

i. Cover their mouths/noses when coughing or sneezing using the crux of the elbow or upper sleeve.

ii. Access to hand hygiene shall be provider for patients.

iii. Masks shall be offered to patients entering clinic with respiratory infections and they shall be seated away from other patients.

.8 Transmission Based Precautions - requires three elements: a source of infectious agents, a susceptible host with a portal of entry receptive to the infectious agent, and a mode of transmission for the agent.

Several classes of pathogens can cause infection, including bacteria, viruses, fungi, parasites, and prions. The modes of transmission vary by type of organism and some infectious agents may be transmitted by more than one route: some are transmitted primarily by direct or indirect contact, (e.g., Herpes simplex or Staphylococcus aureus), others by the droplet, (e.g., influenza virus) or airborne routes (e.g., M. tuberculosis). And other infectious agents are bloodborne viruses (e.g., hepatitis and HIV).

There are three categories of Transmission-Based Precautions: Airborne Precautions, Contact Precautions, and Droplet Precautions. Transmission-Based Precautions shall be used when the route(s) of transmission is (are) not completely covered by using Standard Precautions alone. For diseases having multiple routes of transmission (e.g., measles), more than one Transmission-Based Precautions category shall be used. When used either singly or in combination, they shall always be used in addition to Standard Precautions.

a. Airborne Precautions- prevent transmission of infectious agents that remain infectious over long distances when suspended in the air.

Use the following airborne precautions in addition to standard precautions to minimize the risk of airborne transmission:

i. Isolate the patient, or place the patient with others with the same pathogen in a detached room or housing unit (not attached to the facility's central air supply system) with bars, mesh, windows or other material that allows air to flow freely through the unit and that vents to the outside, or place the patient in a negative air pressure room or isolation room, or transport the patient to a community center or hospital that specializes in air borne diseases.

ii. If a patient must be transported through the facility where central air conditioning is in operation in order to reach a negative air pressure or isolation room within the facility, the patient shall wear a surgical mask until the destination is reached.

iii. Wear the appropriate mask for infectious organism per CDC recommendation such as a standard surgical mask for influenza or a HEPA or other bio-safety mask (N-95) for TB, when working with the patient and in the patient's room.

iv. Limit movement of the patient from the room to other areas. Place a surgical mask on the patient who must be moved.

v. Patients requiring airborne precautions shall not be transferred to other facilities without the approval of the Health Care.

b. Droplet Precautions - prevent transmission of pathogens spread through close respiratory or mucous membrane contact with respiratory secretions. As these pathogens do not remain infectious over long distances, special air handling and ventilation are not required to prevent droplet transmission.

Use the following in addition to standard precautions to minimize the risk of droplet transmission:

i. Separate the patient (a negative air pressure is not required.)

ii. If unable to separate patient use spatial separation of at least 3 feet with separation by a curtain.

iii. Wear a mask and gloves when working with the patient.

iv. Dispose of personal protective equipment in a properly marked infectious waste container. There shall be one container for disposable wear and a separate container for non-disposable wear.

v. Limit movement of the patient from the room to other areas. If the patient must be moved, place a surgical mask on the patient.

vi. Use disposable utensils, plates and cups.

vii. Designate equipment for each patient. If this is not possible, equipment shall be disinfected before use by another patient.

c. Contact Precautions - are intended to prevent transmission of infectious agents, which are spread by direct or indirect contact with the patient or the patient's environment. Contact Precautions also apply where the presence of excessive wound drainage, fecal incontinence, or other discharges from

the body suggest an increased potential for extensive environmental contamination and risk of transmission.

Use the following in addition to standard precautions to minimize the risk of contact transmission:

i. Isolate the patient and limit access.

ii. If unable to separate patient use spatial separation of at least 3 feet with separation by a curtain.

iii. Wear two layers of protective clothing and gloves during direct contact with a patient having infectious body fluids or contaminated items.

iv. Wash hands after contact with infectious patients or body fluids.

v. Limit movement of the patient from the isolation room to other areas.

vi. Designate equipment for the patient. If this is not possible, equipment shall be disinfected before used by another patient.

vii. If individual toilet, sink and shower are not available for each patient, they shall be disinfected before next use.

viii. Dispose of personal protective equipment in a properly marked infectious waste container. There shall be one container for disposable wear and a separate container for non-disposable wear.

ix. Surfaces shall be disinfected between uses.

x. If the patient must be moved, a surgical mask shall be placed on the patient, if tolerated.

.9 The medical measures to be taken relative to a possible communicable disease outbreak shall be determined by the Health Care Division. This may include special housing, additional infection control measures, screenings, education and treatment. These measures shall be communicated to the facility administration in written form.

.10 Any communicable disease reportable by law and diagnosed by a provider must be reported to the public health authorities. The provider is responsible for completing any required documentation or telephone reports. The provider shall

document this notification in the health record and notify the Medical Director or Health Care Division Administrator.

.11 Ectoparasite Control - The following ectoparasite control measures are used to identify and treat affected patients and their clothing and bedding:

a. Any patient discovered to have skin infestations during intake screening shall be treated at the time of discovery. Subsequent complaints by a patient of skin infestation symptoms shall be seen in sick call. The procedure for care of inmates with skin infestation shall be:

i. Record medical findings in the patient's medical record.

ii. Issue medication per nursing protocol or as ordered by the provider.

iii. No pregnant or potentially pregnant woman shall be treated with Lindane (Kwell). Pregnant women shall use permethrine (NIX) for treatment.

iv. The use of Lindane (Kwell) and permethrine (NIX) is contraindicated in persons with open sores and skin rashes.

v. The patient shall be instructed on the proper use of medication.

vi. Nursing shall call the patients' cell mates to the clinic to receive instructions and supplies for treatment.

b. Nursing shall issue a memorandum to the housing unit staff to provide the following:

i. Allow the patient to shower and apply the medication.

ii. Issue the patient a fresh change of linen and clothing.

iii. Allow the placement and sealing of all infested clothing and linen in a plastic bag by the patient prior to treatment. The bag shall be properly labeled and delivered to the laundry where the clothing and linen shall be disinfected by normal laundry procedures.

iv. At no time shall the infested clothing or linen come into contact with the fresh clothing and linens.

v. Patient undergoing treatment for parasites infestation must be free of parasites and medically cleared prior to transfer to another facility.

.12 A monthly environmental inspection shall be conducted and documented of areas where health services are provided to verify that:

a. Equipment is inspected and maintained.

b. The unit is clean and sanitary.

c. Measures are taken to ensure the unit is occupationally and environmentally safe.

.13 Occurrences of any communicable disease shall be reported to the Health Care Administration.

APPROVAL RECOMMENDED:

JAN 0 1 2024

Deputy Director for Corrections Date

APPROVED:

JAN 0 1 2024

DIRECTOR Date

1.0 PURPOSE

To establish standards and guidelines relating to the Contract Agency & Volunteer Services (VolinCor) Program under the Corrections Program Services Division, and to ensure the efficient and effective use of contract agency employees, contract employees, and volunteers who provide specific services for correctional facilities.

2.0 SCOPE

This policy applies to all Contract Agency Employees, Contract Employees, and Volunteers assigned to correctional facilities within the Department.

3.0 REFERENCES, DEFINITIONS & FORMS

1. References

   a. Department of Corrections and Rehabilitation (DCR), Policy and Procedures (P&P), ADM.03.09, Personal Appearance and Dress Code.

   b. DCR, P&P, ADM.08.08, Prison Rape Elimination Act.

   c. DCR, P&P, COR.01.17, Internship Programs.

   d. DCR, P&P COR.08.02, Searches of Visitors and Staff, Delivery Vehicles, and Delivered Items.

   e. DCR, P&P, COR.493.09.03, Meals, Staff and Guests.

   f. DCR, P&P, COR.14.18, Inmate Consent to be Interviewed, Photographed, and/or Videotaped.

   g. Director's Directive dated October 25, 2018, To All PSD/DCR Employees, RE: PREA, Fraternization between Staff and Inmates and Reporting of Incarcerated Relatives.

   h. Hawaii Administrative Rules (HAR), Title 23, Department of Public Safety, Subtitle 1, Administration, Chapter 1, General Provision, § 23-1-4, Department's Programs.

i. HAR, Title 23, Department of Public Safety, Subtitle 1, Administration, Chapter 10, Suitability Determinations for Staff Members and Prospective Staff Members.

j. HAR, Title 23, Department of Public Safety, Subtitle 2, Corrections, Chapter 101, Contraband.

k. Hawaii Revised Statutes (HRS), Chapter 90, State Policy Concerning the Utilization of Volunteer Services in State Government.

l. HRS Chapter 386, Worker's Compensation Law, Chapter 386-171 to 386-174, Volunteer Personnel.

m. HRS Chapter 662-D, Volunteer Service; Immunity.

n. HRS Chapter 662-2, State Tort Liability Act, Waiver and liability of State.

o. HRS Chapter 707, Offenses Against the Person, Chapter 707-730 to 707-733, Sexual Offenses.

p. *State v. Cardus*, 86 Haw. 426, 949 P.2d 1047 (Haw.App. 1997).

.2 Definitions

a. Branch Liaison Volunteer Coordinator or Designee (BLVC): Coordinator of the Volunteer Services Program in a correctional facility.

b. Contract: A formal agreement between the Department and agency or an individual to provide specific services as stated.

c. Contract Agency Employee: An employee hired by an agency contracted by the Department to provide specific services.

d. Contract Employee: An employee contracted directly by the Department to provide a specific service. Also included in this definition are students who are in an official capacity (assigned internship) from a university, learning to provide a specific service or are to provide a specific service for the Department in accordance with DCR Policy P&P, COR.01.17, Internship Programs. Student interns may or may not receive a stipend from the particular programs they are assigned.

e. CJIS: Criminal Justice Information System.

f. Corrections Program Services Administrator (CPSA): Administrator of the Corrections Program Division.

g. Corrections Program Supervisor – Volunteers (CPS-V): Administrator of the Statewide Volunteer Services Program.

h. Fraternization: To develop a social and personal relationship with people who are unrelated or of a different class (i.e., co-workers), as if they were family members, siblings, personal friends and/or lovers.

i. NCIC: National Crime Information Center.

j. Potential Applicant: An applicant seeking placement within the Corrections Program Services Division. The applicant has not yet undergone or is in the middle of training and orientation.

k. PREA: Prison Rape Elimination Act of 2003.

l. Protective Order: An order issued by the court instructing an individual to desist from abusing, harassing, stalking, assaulting, threatening, and/or contacting the petitioner. A protective order may include but is not limited to a Temporary Restraining Order (TRO) or an injunction.

m. Social Media – Computer mediated tools which allow people, companies, and other organizations to create, share and/or exchange information, ideas, videos/pictures/photographs in virtual communities and networks, which include but not limited to Facebook, Instagram, Twitter, Flickr, blogs, etc.

n. VolinCor: DCR's Volunteer Services Program.

o. Volunteer: An individual or organization who provides goods or services to DCR without monetary or material compensation from DCR.

p. Level I Volunteer – Has completed all the training and orientation requirements set forth by DCR and is engaged in specific services and/or activities on an ongoing, continuous, and regularly scheduled basis. This shall also include volunteers who provide services on a sporadic, periodic, occasional, and/or on-call basis. Level I volunteer is allowed into the assigned facility areas unescorted.

q. Level II Volunteer – Has not completed all the training and orientation requirements set forth by DCR. These volunteers may be a material donor (provides materials or monetary donations) or may be a faith group or part of a faith group providing one-time or occasional services. These volunteers are not allowed into the facility unescorted.

r. Volunteer Supervisor: Supervisor of a unit where volunteer services are provided (i.e., Chaplains, Librarians, Educational Specialists, etc.).

.3 Forms

a. KaMakani Monthly Volunteer Time Record (online).

b. DCR 8009, Volunteer & Contract Staff Consent for Criminal Background Check form (attached).

c. DCR 8101, Volunteer/Contract Staff Application form (attached).

d. DCR 8102, Volunteer Reference form (attached).

e. DCR 8103, Acknowledgment Between Volunteer or Contract Employee and Department of Corrections and Rehabilitation form (attached).

f. DCR 8110, Code of Ethics form (attached).

g. DCR 8112, Volunteer & Contract Staff Program Services Requirements form (attached).

h. DCR 8113, CPS Training Evaluation form (attached).

i. DCR 8117, Prison Rape Elimination Act - PREA form (attached).

j. DCR 8118, Confidentiality form (attached).

k. DCR 8119, Mandatory Reporting form (attached).

l. DCR 8252, Notice of Consent to Search form (attached).

m. DCR 8318, Personnel Management Office PREA form (attached).

n. DCR 8328, Minor Consent for Program Use form (attached).

o. DCR 8740, Inmate Consent to be Interviewed, Photographed and/or Videotaped form (attached).

4.0 POLICY

It is the policy of DCR to utilize contract agency employees, contract employees and volunteers, where feasible, to supplement employees in all correctional facilities and programs, in order to enhance and expand the services and/or programs offered to the inmates. Contract agency employees, contract employees and volunteers shall never supplant the functions of employees of DCR, nor shall they be substituted for classified staff where authorized positions may be filled. They shall not displace a paid worker nor be placed in a job slot for which funding is available; however, volunteers are able to apply for paid positions.

The use of volunteers enables increased personal contact for the inmate, broadens community resources for the Department, increases public awareness of the correctional system, develops management skills among employees, and is an integral component of all service delivery activities.

Volunteering is a privilege and not a right. Therefore, DCR reserves the right to decline the services of any volunteer whom it deems inappropriate, a threat to the safety and security of the facility, staff, and inmates, and/or fails the training, and/or background criminal checks.

5.0 PROCEDURES

.1 Each facility shall designate an individual to act as the liaison between the facility, VolinCor, contract agency employees, contract employees, and volunteers.

.2 Each facility shall have a list of names of the contract agency employees, contract employees, and volunteers assigned to enter the facility. The list for each facility shall be updated monthly.

.3 Responsibilities: The following lists are guidelines and do not limit the individual's responsibilities.

a. Corrections Program Services Administrator (CPSA)

1) Assists CPS Officers/Managers (includes Education, Food Services, Library, Sex Offender Treatment, Substance Abuse Treatment, and

VolinCor), in the acquisition of appropriate funding from the State Legislature and/or Federal funding sources.

2) Allocates adequate staffing resources.

3) Allows staff time to be trained to work with, support, supervise, and/or train contract agency employees, contract employees, and volunteers.

4) Adequately trains CPS Officers/Managers in appropriate monitoring of contract agency employees and/or contract employees.

b. Corrections Program Services Officer/Manager

1) Ensures that all contract agency employees and contract employees are notified of criminal background checks that will be conducted. The Department and/or Warden of each facility has the discretion to deny access to a correctional facility based on the criminal background check's outcome.

2) Requires that contract agencies submit a list of names of all their employees who will potentially provide services in the correctional facilities.

3) All contract agency employees and contract employees must complete and sign DCR 8009, DCR 8101, DCR 8103, DCR 8110, DCR 8112, DCR 8113, DCR 8117, DCR 8118, DCR 8119, DCR 8252, and DCR 8318.

4) Provides copies of completed DCR 8009 and DCR 8101 to CPS-V for processing and scheduling of VolinCor training.

5) Allows staff time to train, to work with, support, supervise contract agency employees and/or contract employees.

6) Notifies Warden and CPS-V in writing of additions and deletions of contract agency employees and/or contract employees.

7) Maintains a file on each agency and/or individual contracted. File should contain each of the applicable above-mentioned forms.

8) Monitors, supervises, and regularly evaluates the contract agency employee or contract employee accordingly. Monitoring should include

site visits, reviewing established files on offenders or the progress of services provided, ensuring that all services included by the contract are provided, record keeping of all monitored events.

c. Corrections Program Supervisor – Volunteers (CPS-V)

1) Oversees the VolinCor program, including but not limited to recruiting and training volunteers, and establishing procedures and guidelines for the program.

2) Shall conduct the NCIC and CJIS criminal background check, including a warrants check, on each contract agency employee, contract employee, or volunteer.

a) The results of the criminal background check shall be submitted to the facility Warden/designee for approval only if the check reports a concern.

b) If the background check is not completed within 10 days, it shall be the Warden's option to allow the Volunteer into the facility, pending the background check.

3) Establishes and maintains referral, reporting, and record keeping systems.

4) Facilitates recognition of volunteers.

5) Ensures that appropriate training is provided to all volunteers and contract employees prior to participating in program activities.

6) Develops and provides in-service training in response to needs expressed by volunteers and contract employees.

7) Monitors and supervises BLVCs/Designees assigned to VolinCor. Monitoring should include site visits, reviewing established files on volunteers, progress of services provided, and ensuring that all services provided are fulfilling the facilities' needs and are meaningful to the volunteers and inmates.

Supervision also includes program direction, support and encouragement, training in specialized areas, and assurance that the Department Policies and Procedures are followed.

8) Counsels BLVCs regarding volunteers.

9) Counsels' volunteers as needed.

d. Branch Liaison Volunteer Coordinator (BLVC):

1) Receives and screens referral of potential volunteers.

2) Conducts training for contract agency employees, contract employees, and volunteers including but not limited to policies and roles and responsibilities as it pertains to the inmate population.

3) For internships, matches the student to a position and supervisor.

4) Processes completed volunteer forms (DCR 8009, DCR 8101, DCR 8102, DCR 8103, DCR 8110, DCR 8112, DCR 8113, DCR 8117, DCR 8118, DCR 8119, DCR 8252, and DCR 8318) and maintains facility records for Volunteer Services. Upon termination, records shall be kept for three (3) years then destroyed.

5) Serves in advisory capacity on committees organized by CPS-V.

6) Ensures that volunteers receive recognition, both formal and informal, for their contribution to the Department.

7) Collects data on volunteer activities and hours worked at their facility.

8) Completes and submits all reports as requested by CPS-V to the Volunteer Services Office.

9) Each BLVC on the Neighbor Island will have these additional responsibilities:

a) Defines need for volunteers.

b) Identifies volunteer resources in the community.

c) Recruits volunteers.

e. CPS Program Facility Supervisor

1) Arranges for clearance for the contract agency employee, contract employee, or volunteer to have access to the facility at the agreed upon hours of service and handles the scheduling of programs/services.

2) Provides essential program/services information and orientation concerning the inmate(s) as well as training for specific tasks.

3) Entrusts the contract agency employee, contract employee, or volunteer with confidential information that may be needed in carrying out the assignment.

4) Gives the contract agency employee, contract employee, or volunteer a significant task, one that is worthwhile and challenging, without relinquishing authority or responsibility.

5) Directs and supports the contract agency employee, contract employee, or volunteer in carrying out the assigned responsibilities.

6) Provides orientation for the inmate(s), indicating mutual responsibilities and obligations of inmate(s) and contract agency employee, contract employee, or volunteer.

7) Processes the KaMakani form for monthly Volunteer Time Report, keeping a copy and forwarding the original to BLVC.

8) Writes letters of reference for volunteers upon request, if warranted.

f. Contract Agency Employee & Contract Employee

1) Complete and sign DCR 8009, DCR 8101, DCR 8103, DCR 8110, DCR 8112, DCR 8113, DCR 8117, DCR 8118, DCR 8119, DCR 8252, and DCR 8318.

2) Abides by all Department policies and procedures, rules and regulations.

3) Provides services as specified by contract.

4) Shall attend VolinCor and PREA training as scheduled by CPS-V.

5) Maintains communication with CPS Program Facility Supervisor.

g. Volunteer

The responsibilities of the volunteer include but are not limited to these functions:

1) Complete and sign DCR 8009, DCR 8101, DCR 8102, DCR 8103, DCR 8110, DCR 8112, DCR 8113, DCR 8117, DCR 8118, DCR 8119, DCR 8252, and DCR 8318, along with a current TB clearance.

2) With the exception of Chaplains, work only within the role and terms specified in DCR 8103.

3) Participates in orientation, training, and supervision to ensure maximum effectiveness on the job.

4) Works cohesively with other employees and volunteers developing a unified team.

5) Works according to the same standards expected of employees in terms of reliability, punctuality, and professionalism.

6) Adheres to all facility rules, with emphasis placed on those relating to security issues or concerns, confidentiality of inmate personal and medical records, and other privileged information.

7) Retrieves and wears a VISITOR identification badge from the screening desk while in the correctional facility. Returns badge to screening desk before departure.

8) Participates in evaluations and surveys.

9) Follow all DCR and facility policies and procedures.

10) If a request from an inmate is received for advice or assistance relating to a matter outside of the volunteer's duties, he/she will:

a) Explain to the inmate that the request does not come under his/her assigned duties and jurisdiction.

b) Advise and assist the inmate in contacting the proper staff member.

.4 General provisions

a. In accordance with DCR P & P, ADM.03.09, Personal Appearance and Dress code, clothing shall be neat, clean, and appropriate for the environment, workstation, and function of the wearer.

b. Guidelines for civilian employees shall also be applied to contract agency employees, contract employees and volunteers; however, the Warden has the discretion to further specify clothing guidelines for each facility.

1) Clothing should be consistent with general community standards, and which are applicable to the wearer's trade and profession, and mindful of the environment in which he/she is working.

2) In no instance shall the wearer wear anything that is unsafe, gaudy, or less formal than the community with whom they come in contact during their period of service. The following are **prohibited** in all facilities:

a) Tank tops or T-shirts without collars; however, polo shirts are acceptable.

b) Shirts printed with and/or displaying profanity, sexual symbols or facsimiles, symbols relating to drugs or narcotics, slogans which are indicative of racial prejudices or violence, etc.

c) Vests without a shirt or blouse underneath.

d) Mini skirts or slit skirts which expose the leg above the knee.

e) Abnormally tight trousers or skirts.

f) See-through, backless, crop, mid-drift, low-cut blouses and/or tops.

g) See-through, backless, low-cut, cut-out, and spaghetti strap dresses.

h) Rubber zoris or similar rubber slippers, and any type of open-toe, strapless sandals.

i) Any type of clothing which resembles inmate clothing.

3) Under garments shall be worn at all times, including bras and panties for women.
4) Footwear (boots, shoes) shall be clean and in good repair.

5) Neckties may be worn but must be the break-away type.

6) Sunglasses shall not be worn in the facilities.

c. Cell phones and smart watches are not allowed in the facilities and should be locked in the car or in a locker if provided by the facility.

d. Electronic equipment such as laptops, tablets, cameras, radios, TV, etc., are not allowed in the facilities unless utilized for training and/or educational purposes, and previously authorized by the Warden or designee.

e. If working in a secured area of the facility and/or with inmates, all jewelry should be removed; however, a wristwatch, personal medical ID bracelet, and wedding ring or band are allowed. Jewelry that is permanently fixed to the body may qualify as an exception but must be authorized by the facility Warden or designee.

f. Large bags are not allowed in secured areas and should be locked in the car. Small clear bags are allowed.

g. Outside food is not allowed in the facilities.

.5 Fraternization

In accordance with Director's Directive, dated October 25, 2018, the following shall apply:

a. Fraternization is strictly prohibited with inmates, including entering into consensual sex with an inmate.

b. Fraternization with an inmate's family, and/or act as an intermediary between the inmate and his/her family is not allowed.

c. Delivering any items and/or messages to the inmate is not allowed, other than approved course or service materials, and with prior authorization from the Warden or designee.

d. Delivering any items and/or messages from the inmate to his/her family, friends and/or relatives, is not allowed.

e. Taking any item(s) out of the facilities, for any reason, without the express authorization of the facility Warden or designee, is not allowed.

f. Gesture of "fist bumps" and/or handshakes, when first greeting the inmates is allowed. Having any other physical contact with the inmates (e.g., hugging, group hugs, hand holding) is not allowed.

g. Contacting the inmate's families and/or relatives unless it is a part of the volunteer's duties, is not allowed.

h. Contacting the victim(s) of the inmate(s) or the victim's family and/or relatives at any time, is not allowed.

i. Any violations of these provisions shall be banned from the facility.

.6 Videotaping and/or photographs are not allowed in accordance with DCR P&P, COR.14.18, Inmate Consent To Be Interviewed, Photographed, and/or Videotaped, any inmates to be videotaped and/or photographed shall sign DCR 8740. If an inmate declines to sign DCR 8740, the inmate is not to be videotaped and/or photographed.

a. Videotapes and/or photographs taken of inmates shall not be published on social media.

b. Should a non-profit organization desires to post photographs and/or videotapes of inmates on its website in conjunction with religious services offered to inmates, prior written authorization shall be obtained from the Director of the Department of Public Safety.

.7 Conducting interviews with inmates without prior written consent from the Director of the Department of Corrections and Rehabilitation is not allowed.

.8 Searches

In accordance with DCR P&P, COR.08.02, Searches of Visitors and Staff, Delivery Vehicles, and Delivered Items, contract employees and volunteers are subject to search as confirmed by DCR 8252.

6.0 ELIGIBILITY OF CONTRACT AGENCY EMPLOYEES, CONTRACT EMPLOYEES, AND VOLUNTEERS

.1 Any person of good character, who desires to provide services, is qualified to provide the specific services contracted for, and is at least eighteen years (18) of age.

a. Individuals under the age of 18 years may be permitted to provide volunteer services as a part of a faith or service group, provided that DCR 8328 has been submitted to the facility Warden at least ten (10) working days prior to the date of admission to the facility. A State-issued identification or birth certificate must accompany DCR 8328.

b. The facility Warden or designee retains the discretion to deny admittance to anyone under the age of 18.

.2 Any person who does not have past, present or pending criminal charges or convictions and is not on supervisory release, probation, or parole. Anyone with the aforementioned status will not be considered:

a. Convicted felons must have been in the community for five (5) years, during which time they must be completely arrest free, and off all supervision for at least two (2) years.

b. Convicted misdemeanants must have been in the community for two (2) years, during which time they must be completely arrest free, and off all supervision for at least two (2) years.

c. Individuals with a sexual harassment and/or sexual assault, as defined in HRS Chapter 707-730 to 707-733, complaint against them, either pending or resolved, will require special review and approval.

d. Individuals found not guilty of a crime by reason of insanity or mental defect will require special review and approval.

e. Individuals with substance abuse histories and/or problems should be with his/her referring agency for one (1) year and clean and sober for at least one (1) continuous year, although two (2) continuous years is recommended.

f. Individuals who fail to fully disclose his/her criminal history, falsifies and/or withholds information on DCR 8009 shall be rejected.

g. Persons currently on probation or parole, or with pending criminal charges are not eligible to become a Level I Volunteer.

h. However, on a case-by-case basis, an individual with a criminal background (i.e., someone on parole) may become a Level I or II volunteer with the written recommendations of the CPS-V and facility Warden, and written approval by the Deputy Director for Corrections (DEP-C).

.3 Any person who is not a relative or friend of an inmate confined in the same facility may provide services. A friend or relative of an inmate confined in the same facility may provide services with prior written approval from the Warden. In addition, a friend or relative of an inmate may not provide services with that particular inmate.

.4 Any person on any inmate visit list must immediately notify the BLVC. The contract agency employee, contract employee, or volunteer shall not serve in the same facility as the inmate unless prior written approval from the Warden has been obtained.

.5 Any employee of the facility may serve as a volunteer at any facility with written approval from the particular facility's Warden.

.6 Any person seeking to provide a specific service as a volunteer (i.e., educational, medical/mental health services, chapel services, etc.) must provide appropriate credentials.

.7 Any person seeking to provide services must complete training and orientation with VolinCor. Upon completion of training and orientation, the applicant must take a written test and pass with 80% or higher. For volunteers, taking/passing a written test bi-annually is required to continue his/her eligibility status.

a. Should a volunteer terminate his/her service and subsequently desires to restart his/her volunteer service, the volunteer shall be required to submit a current TB clearance, retake the training and orientation, along with the written test.

b. In accordance with DCR P&P, ADM.08.08, Prison Rape Elimination Act, all contractors and volunteers shall also undergo PREA training during the VolinCor training and orientation sessions. However, if the individual is required to spend a considerable amount of time working with inmates (20

or more hours per week), he/she shall be required to attend the complete PREA training that is given to PSD staff.

For contractors, taking/passing the VolinCor written test and completing the PREA training bi-annually is required to continue eligibility status.

c. Certain individuals, including but not limited to those providing services in the Mental Health Unit, or Substance Abuse Treatment, or with the Sex Offender Treatment Unit, along with Chaplains and Chapel Assistants shall attend the complete PREA training.

.8 The potential applicant must consent to and pass a criminal background check prior to training.

a. A NCIC and/or CJIS criminal background check shall be performed by the CPS-V.

b. A check for any for any protective orders against and/or by the potential applicant shall be conducted.

1) The Judiciary's Public Access to Court Information (Ho'ohiki), http://hoohiki.courts.hawaii.gov/#/search, and eCourts Kokua, http://jimspss1.courts.state.hi.us:8080/eCourt/ECC/ECC.iface, should be checked to verify if there is an active protective order against or by the inmate.

2) The name of the potential applicant should be checked in Ho'ohiki and eCourts Kokua.

3) The NCIC may be checked to see if there is an out of state protective order by or against the potential applicant.

4) If there is an active protective order by the potential applicant against an inmate, or an inmate against the potential applicant, prior written approval shall be obtained from the Warden prior to allowing the applicant to attend training.

c. If the potential applicant does not meet the approval criteria (background check), but the facility Warden believes the services offered by the applicant will be of value to the inmates and/or DCR, the Warden may submit a request for approval to the Institutions Division Administrator.

d. The Institutions Division Administrator will then submit a request for an exception of the potential applicant and obtain written approval from the Deputy Director for Corrections (DEP-C).

.9 Upon completion of the training and passing the test, all potential volunteers shall complete all forms as outlined in Section 2.2.

a. Potential volunteers shall have 90 days in which to turn in all completed forms. If completed forms are not submitted within 90 days, the volunteer will be considered terminated or withdrawn from the program.

b. If an individual did not submit the required forms within 90 days, but subsequently decides to re-enter the program, the individual shall retake the training, and resubmit the application packet.

.10 A TB clearance must be submitted after approval of the volunteer's application and prior to entering the facility.

a. The TB clearance must be within two (2) years of the start of service.

b. While not mandatory, volunteers are encouraged to have an annual TB clearance.

c. Should there be a break in service of one (1) year or more, the volunteer will be required to obtain a TB clearance prior to restarting service.

7.0 RECRUITING (VOLUNTEERS)

.1 Recruiting volunteers, as defined in HRS Chapter 90, State Policy Concerning the Utilization of Volunteer Services, is a staff responsibility under the supervision of the CPS-V.

.2 Recruiting efforts may include public, media, civic organizations, educational institutions, public agencies, and individuals.

.3 Individuals from all segments of the community are encouraged to apply as DCR volunteers.

8.0 PLACEMENT

.1 A request for volunteers may be submitted to the CPS-V.

.2 The CPS-V or BLVC will recruit to fill the position requested, review the Volunteer Application packet, then conduct a preliminary interview to determine the applicant's aptitudes, abilities, preferences, and other qualifications necessary for suitable assignments.

.3 If the applicant is suitable, a referral will be made to the appropriate CPS Facility Program Supervisor for consideration of placement.

.4 If the BLVC is unable to match a potential volunteer with an appropriate placement, the volunteer will be referred to the CPS-V for assistance.

.5 If a potential volunteer is accepted for placement, DCR 8103 shall be completed prior to the volunteer participating in the actual program.

.6 The volunteer placement should be made soon after all necessary forms have been completed and submitted to BLVC. In addition, the volunteer must have attended the Volunteer Orientation/Training session or have been oriented to the correctional institute placed at.

.7 Volunteers will be placed in direct or indirect service assignments according to their interests, capabilities, and credentials in accordance with security requirements of the facility in the following general categories of work: administrative/clerical, academic/education, vocational training, counseling or therapy, recreation (physical or arts/crafts), personal development and religious services.

.8 Volunteers approved to work in specialized areas (i.e., medical, mental health services, substance abuse counseling, etc.) will be supervised by the departmental officer(s) or unit supervisor of the designated area.

.9 Contract Agency Employees or Contract Employees will be placed in direct or indirect services according to specifics in their contract.

9.0 VOLUNTEER BENEFITS

.1 Volunteers shall be covered under HRS Chapter 662D, Volunteer Service; Immunity, and HRS Chapter 662, State Tort Liability Act.

.2 Procedures covering cases of injury shall be in accordance with HRS Chapter 386, Worker's Compensation Law, Sections 171 and 172, Volunteer Personnel.

.3 Reimbursement for transportation costs may be furnished when funding permits. State vehicles may be utilized in the performance of Department or agency-related duties, if approved by the facility Warden.

.4 In accordance with DCR Policy 493.09.03, Meals, Staff and Guests, meals may be provided without charge to volunteers working over four hours per shift, provided that their shift covers a meal period. When budgetary constraints do not permit eligible volunteer's free meals, they may purchase meal tickets with administration approval. The Warden, in consultation with the Institutional Food Service Manager (IFSM), shall have the discretion to withhold such meals on grounds of fiscal or resource limitations.

.5 Volunteers shall be provided with recognition in the form of certificates, awards, or recognition ceremonies as deemed appropriate and when funding permits.

10.0 GRIEVANCES

.1 Grievances shall be processed fairly and promptly.

.2 Problems and conflicts concerning performance of duties or any other matter, excluding suspension or dismissal, shall be discussed between the individual(s) and the BLVC and/or CPS Program Facility Supervisor.

.3 The individual(s) may submit a written statement to the BLVC and/or CPS Program Facility Supervisor detailing the problems.

.4 The BLVC and/or CPS Program Facility Supervisor shall meet with all parties involved in an attempt to resolve the problem.

.5 If the matter is not resolved, the Contract Agency Employee, Contract Employee or Volunteer may request mediation or review by the facility Warden and/or CPSA.

11.0 EVALUATIONS

.1 Contract Agency Employees, Contract Employees, and Volunteers shall have the opportunity to evaluate their placement periodically. They shall discuss with their departmental supervisors and/or on-site supervisors their concerns and areas of difficulties. Feedback is important for a successful learning experience.

.2 Contract Agency Employees, Contract Employees, and Volunteers should be monitored regularly by a CPS Program Facility Supervisor, BLVC and/or CPS-V

to ensure that agreements with their respective supervisors are being fulfilled. Refer to responsibilities for particulars.

12.0 TERMINATION

.1 Contract Agency Employees, Contract Employees, and Volunteers may be terminated from services by the Department for any of the following reasons:

a. Services are no longer needed or desired; or contract period has ended.

b. Breach of Confidentiality (i.e., security procedures, inmates' personal information, etc.).

c. Unlawful conduct or breach of Department and/or facility rules and regulations.

d. Physical or emotional illness which adversely affects job performance.

e. Failure to follow directions of their immediate supervisor without just cause.

f. Any acts which threaten the order or safety of employees, inmates, or volunteers.

g. Erratic and unreliable attendance or failure to comply with assigned tasks.

h. Failure to perform in a professional manner (i.e., engaging in personal relationships with inmates, constant display of vulgarity to staff and/or inmates, etc.).

i. Pending criminal charges or investigation.

j. Fraternizing with inmates and/or inmates' families and relatives.

k. Bringing in or taking out contraband as defined by HAR, Title 23, Department of Public Safety, Subtitle 2, Corrections, Chapter 101, Contraband.

.2 Allegations that the services of a Contract Agency Employee, Contract Employee, or Volunteer(s) threatening the order and safety of the Department or facility shall be investigated by the CPS Program Facility Supervisor or BLVC, then shall discuss the charges with the individual(s) and/or Warden/Designee and CPS Officer/Manager.

a. The CPS Program Facility Supervisor of the individual involved will thoroughly investigate any allegation(s) that this individual(s) committed any acts listed in contained in this policy.

b. This investigation will be conducted and completed in a timely manner. Upon completion of the investigation, the supervisor will present its findings to the Warden, CPS Officer/Manager, and to the CPSA.

c. If the Warden substantiates the allegations, appropriate disciplinary actions shall be taken. If a Contract Agency Employee, Contract Employee, or Volunteer is terminated via this means, the individual(s) involved will not be eligible to provide services for the Department.

.3 In the instance of suspension or termination, the individual(s) involved will be denied access to the facility, pending the outcome of the grievance procedure.

a. The CPS Program Facility Supervisor or BLVC in charge of the contract employee or volunteer may ask for a review from the Warden. The basis for making the request shall be made in writing and addressed to the facility Warden involved.

b. Within ten working days of receipt of the request, the Warden shall review this matter and render a decision. The decision of the Warden shall be final.

c. Copies of all relevant information will be forwarded to CPSA. Originals will be maintained by CPS-V.

APPROVAL RECOMMENDED:

JAN 0 1 2024

Deputy Director for Corrections Date

APPROVED:

JAN 0 1 2024

Director Date

NOT CONFIDENTIAL

VOLUNTEER & CONTRACT STAFF
CONSENT FOR CRIMINAL BACKGROUND CHECK

APPLICANT'S NAME: _____ SSN: _____ DOB: _____

Maiden Name/Other names used: _____

TYPE OF ID: _____ ID#: _____
EXAMPLE: (Name of State) Drivers License, (Name Of State) ID, (Name Of Country) Passport, Military ID, ETC

This is to inform all volunteers and contract personnel that any person authorized to provide services for the Department of Public Safety is subject to both State and Federal Criminal Background Checks. All information will be kept confidential and will be handled in accordance with Department Administration Policy & Procedures: ADMIN .05.01: Access Control to Department Confidential Information.

Incomplete applications will not be processed. PLEASE FILL IN ALL INFORMATION BELOW:

Are you currently listed on any inmate's approved visit list?	(Circle One)	YES	NO
Are you related to any inmate?	(Circle One)	YES	NO
Do you have a personal and/or business relationship with any inmates?	(Circle One)	YES	NO
Do you have a Protective Order filed against any inmate?	(Circle One)	YES	NO
Do you have a Protective Order filed against you by any inmate?	(Circle One)	YES	NO

If yes, inmate's name: _____ Relationship: _____ Facility: _____
If more space is needed, please attach a separate sheet.

INCLUDE ALL ARRESTS (DAG'S, DANC'S, DISMISSALS, EXPUNGEMENTS, NOLLE PROSEQUI, ETC)

Have you ever been arrested (Local, State, Federal, Military)?	(Circle One)	YES	NO
Have you ever been incarcerated (Local, State, Federal, Military)?	(Circle One)	YES	NO
Have you ever been served with a TRO (Restraining or Protective Order)?	(Circle One)	YES	NO
Have you ever had a sexual harassment complaint lodged against you?	(Circle One)	YES	NO

If any of the above is answered yes, fill out below.

MOST RECENT CHARGE(S)	STATE	DATE OF ARREST	PRESENT STATUS

IF MORE SPACE IS NEEDED, USE BACK OF THIS PAGE OR ATTACH A SEPARATE SHEET

Are you currently under court, probation, or parole jurisdiction? (Circle One) YES NO
If yes, please provide information below.

State and City: _____ Reason: _____

Name of Probation/Parole Officer: _____ Phone Number: _____

Length of time left on sentence: _____

I hereby authorize the Department of Corrections and Rehabilitation to conduct a background security check on the information provided above. In addition, I understand that I may be subject to fingerprinting should a discrepancy be found. ***I certify that the aforementioned information is true, complete, and correct. I understand that withholding and/or falsification of information pertaining to the State and Federal Criminal Background Checks is cause for rejection of application and/or termination.***

_____
Signature Date

FOR ADMINISTRATIVE USE ONLY

CJIS CLEARANCE: YES NO: (Reasons) _____ Date _____
Please attach record

~~NCIC CLEARANCE~~: YES NO: (Reasons) _____ Date _____
Please attach record

COMMENTS:
Conducted by: Name _____ Title _____ Facility _____

DCR 8009 (01/2024)

STATE OF HAWAII DEPARTMENT OF CORRECTIONS AND REHABILITATION

VOLUNTEER/CONTRACT STAFF APPLICATION
(CONFIDENTIAL WHEN COMPLETED)

DATE: _____ BASE FACILITY: _____

LAST NAME: _____ FIRST: _____ MIDDLE : _____

HOME ADDRESS: STREET _____ APARTMENT # _____

CITY ISLAND ZIP CODE

CONTACT INFORMAITON: HOME: _____ BUSINESS: _____

FAX: _____ MOBILE. _____

E-MAIL ADDRESS: _____

EYE COLOR: _____ HAIR COLOR: _____ WEIGHT: _____ HEIGHT: _____

GLASSES: YES NO CONTACTS: YES NO TATTOOS: YES NO MOLES: YES NO

CURRENT EMPLOYER: _____ POSITION: _____

ADDRESS: _____

SUPERVISOR/TITLE: _____ PHONE NUMBER: _____

Circle last year of school completed: (Grade) 9 10 11 12 13 14 15 16 17 18 19 20 21 22

College(s) Attended: _____

Major: _____ Degree(s)/Year: _____

Languages Spoken/Written (other than English): _____

Special Skills/Interest: _____

Licenses and/or Certification: _____

EMERGENCY INFORMATION

In case of emergency contact: _____ Relationship: _____

Telephone Number(s): Home: _____ Business: _____

Address: _____
Street/Apartment # City State Zip Code

TYPE OF VOLUNTEER: Religious, AA, NA, Educational, Clerical, SOTP, Toastmasters, OTHER: _____

FACILITY LOCATION (Circle all that apply): HCF, OCCC, WCCC, WCF (Outer Island) HCCC, KCCC, KCF, MCCC

FOR RELIGIOUS VOLUNTEERS ONLY:

CHURCH AFFILIATION: _____

ADDRESS: _____

SUPERVISOR/PASTOR/PRIEST/BISHOP/ETC.: _____ PHONE: _____

STATE OF HAWAII DEPARTMENT OF CORRECTIONS AND REHABILITATION

VOLUNTEER REFERENCE
(CONFIDENTIAL WHEN COMPLETED)

MUST BE COMPLETED BY YOUR IMMEDIATE SUPERVISOR OR A NON-RELATIVE

NAME OF APPLICANT: _____
LAST NAME FIRST NAME MIDDLE INITIAL

FOR RELIGIOUS VOLUNTEERS ONLY: This reference form must be filled out by the applicant's immediate religious supervisor (e.g. Priest, Pastor, Clergy, Elder, Bishop, Deacon, etc.), within that religious organization.

Church Affiliation: _____ Denomination: _____

Applicant has been active in this church? _____ Serving in what capacity? _____

FOR APPLICANTS WITH A SUBSTANCE ABUSE HISTORY: This reference form must be filled out by the organizations contact person for PSD.

Affiliation: Does the applicant have a sponsor (YIN): _____

Length Of Continuous Sobriety Or Being Clean: _____ Does the applicant have a home group (YIN): _____

COMMENTS:

REFERENCE COMPLETED BY: _____
LAST NAME FIRST NAME MIDDLE INITIAL

ADDRESS: _____
STREET/APARTMENT # CITY ZIP CODE

TELEPHONE NUMBER(S): _____
HOME BUSINESS MOBILE FAX

HOW LONG HAVE YOU KNOWN THE APPLICANT? _____ RELATIONSHIP _____

EVALUATION

WORK PERFORMANCE:

	Excellent	Above Average	Average	Below Average	Unsatisfactory
Dependability					
Initiative					
Ability to work with minimum supervision					
Quality of work					

RELATIONSHIP:

Understands and accepts other people's viewpoints
Able to communicate with people of different ages and background
Cooperates/Works as a part of the team

EMOTIONAL MATURITY:

Appropriate to consider for prison work	
Able to work alone	
Able to work under pressure	
Adaptable/flexible	
Exercise good judgment	

OVERALL RECOMMENDATION:

(CHECK ONE)

I feel that the applicant is suited to provide services to DCR (COMMENTS):

I feel that the applicant is unsuited to provide services to the DCR. (COMMENTS):

_____
Signature Date

Please return reference form to the appropriate Branch Liaison Volunteer Coordinator to the address listed below.
(Oahu applicants please submit all forms to Oahu Community Correctional Center)

DEPARTMENT OF PUBLIC SAFETY
VOLUNTEER SERVICES
1177 Alakea Street
HONOLULU, HI 96813
587-1269 Fax: 587-1280 (Agnes Berschauer)

VOLUNTEER SERVICES
OAHU COMMUNITY CORRECTIONAL CENTER
2199 KAMEHAMEHA HIGHWAY HONOLULU, HAWAII 96819-2507
832-1665 Fax: 832-1665

VOLUNTEER SERVICES
HAWAII COMMUNITY CORRECTIONAL
CENTER 60 FUNAHELE ST
HILO, HAWAII 96720
981-2895 Fax: 981-2896 (Kenneth Rowe)

KAUAI COMMUNITY CORRECTIONAL CENTER
5350 KUHIO HIGHWAY
LIHUE, HAWAII 96766
241-3057 ext 235 Fax: 241-3059 (Jeanie Renaud)

VOLUNTEER SERVICES
MAUI COMMUNITY CORRECTIONAL CENTER
600 WAIALE DRIVE
WAILUKU, HAWAII 96795
243-5106 (Laureen Kaneta) 243-5186 (Chase DeCoite)
Fax: 243-5157

VOLUNTEER SERVICES
KULANI CORRECTIONAL FACILITY
PO BOX 4499
Hilo, HI 96720
932-4471 Fax 932-4524 (Polly Varize)

STATE OF HAWAII DEPARTMENT OF CORRECTIONS AND REHABILITATION

ACKNOWLEDGMENT BETWEEN VOLUNTEER OR CONTRACT EMPLOYEE AND DEPARTMENT OF CORRECTIONS AND REHABILITATION

Date: _____

(name)_____will work for the Department of Corrections and Rehabilitaion

(unit/section) _____

as scheduled per Passlist memo (effective upon meeting all DCR requirements) and ending upon termination or resignation.

The position is _____, as a Volunteer / Contract Employee. (Circle One)

This position will encompass the duties outlined below.

Reports to be submitted to the Department of Corrections and Rehabilitation supervisor or manager are:

1. Monthly time and attendance sheets.
2. Incident Reports if requested.
3. Other Reports to be turned in each month:

I have received and understand the Volunteer/Contractor Handbook. I have also read and understand the rules and regulations regarding Contraband, Prison Rape Elimination Act (PREA), Confidentiality, Mandatory Reporting, Personal vs. Professional Relationship and Boundaries, Policy on Harassment, and professional conduct as presented by DCR Trainers. I agree to maintain confidentiality regarding inmates, staff, and security; and abide by all the rules of the Department of Public Safety and the Code of Ethics. I understand that my failure to do so may result in my termination of service.

_____

Signature of Volunteer or Contract Employee Date

_____

Signature of DCR Staff Date

CODE OF ETHICS

I understand that I have been accepted by the Department of Corrections and Rehabilitation (DCR) as a "STAFF MEMBER" and that I am expected to abide by professional and ethical standards expected of all employees. As a volunteer or contract staff member, I am subject to a code of ethics similar to that of professionals in the field in which I am performing services for. Further, I understand I assume certain responsibilities and am expected to be accountable for my conduct.

1. I will maintain the professional and personal dignity and integrity in public, and will not accept any gift or favor from an inmate or his/her families, or anything that appears to, or could imply an obligation inconsistent with the objective exercise of my professional duties.

2. I agree to follow all rules and regulations and not use my position with the DCR to secure privileges or advantages for myself.

3. I will maintain the highest level of confidentiality in public, in reference to security procedures and revealing private information of inmates to anyone not having proper authorized use of the information.

4. I will not discriminate against any person on the basis of race, religion, color, national origin, sexual orientation, age, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, or any other class protected by law, and will respect and protect the civil and legal rights of all inmates.

5. I promise to bring to my place of service an attitude of open-mindedness and willingness to teach and be taught; I realize that I have assets that my co-workers may not have, vis a' vis, and I should utilize these assets to enrich the project that we are working together on, therefore, I will not act in my capacity in any matter in which I have a personal interest that could appear to impair my objectivity.

6. I will not engage in undue familiarity with inmates, former inmates and their families; I will report any corrupt or unethical behavior of a fellow correctional staff member that could affect an inmate, or the integrity of the DCR, but will not make statements critical of colleagues or other criminal justice agencies.

7. I will respect the importance of, and cooperate with, all elements of the criminal justice system, and will develop relationships with colleagues to promote mutual respect for the profession and improvement of the quality of service provided.

8. I realize that I must fulfill my promise, and therefore, I will read carefully the agreement that I make with my supervisor to ensure clarity to avoid misinterpretations. Further, I believe I have an obligation to my work, those who direct and guide it, to my colleagues, and for those to whom I provide the service.

I have read the Code of Ethics and clearly understand its meaning. I further agree to uphold the Code of Ethics as set by the Department of Corrections and Rehabilitation as a Volunteer or Contract Staff Member.

_____ _____

Signature of Volunteer/Contract Member Date Print Name

_____

Signature of Witness Date

STATE OF HAWAII DEPARTMENT OF CORRECTIONS AND REHABILITATION

VOLUNTEER & CONTRACT STAFF PROGRAM SERVICE REQUIREMENTS

Eligibility Requirement for the Department of Corrections and Rehabilitation Volunteers:

1. Are you at least eighteen (18) years of age? ☐ Yes ☐ No
2. Do you have prior arrest and/or convictions? ☐ Yes ☐ No. If "Yes", see APPROVAL CRITERIA
3. Do you have relatives and/or close friends who are incarcerated? ☐ Yes ☐ No. If "Yes" you must notify the Branch Liaison Volunteer Coordinator (BLVC) as soon as possible.
4. Are you on any approved inmate visit list? ☐ Yes ☐ No. If "Yes" you must notify the BLVC as soon as possible.
5. Are you an employee of the State? ☐ Yes ☐ No
6. Applicants desiring to provide a specialized service as a volunteer (i.e. educational, medical/mental health services, chapel services, etc.) must provide appropriate credentials.

I have read and met all of the above requirements:

Applicant's Signature Date

Department of Corrections and Rehabilitation Approval Criteria (applies to both new applicants and retraining):

1. Convicted felons must be in the community for 5 years during which time they must be completely arrest free. They also need to be off all supervision for 2 years.
2. Convicted misdemeanants must be in the community for 2 years during which time they must be completely arrest free and off all supervision for 2 years.
3. Persons with pending criminal charges WILL NOT BE CONSIDERED.
4. Person on probation or parole are NOT ELIGIBLE.
5. Anyone with a sexual harassment complaint will required special review and approval.
6. Anyone found not guilty by reason of insanity or mental defect will require special review and approval.
7. Persons with substance abuse histories/problems should be with the referring organization for 1 year, as well as clean and sober for at least 1 continuous year, 2 years are suggested.
8. Anyone who fails to fully disclose their criminal history, falsifies, or withholds information on the Consent for Criminal Background Check will be **REJECTED.**
9. Exceptions to these require approvals from the affected wardens, division, administrators, and Deputy Director Of Corrections. The church or referring agency must clearly state they know the reasons he/she is not eligible and give reasons why they believe an exception should be made.

I have read and met all of the above requirements:

Applicant's Signature Date

All prospective volunteers and Contract Staff for the Department of Corrections and Rehabilitation are required to complete and submit the following forms for consideration as a regular volunteer or Contract Staff.

1. ☐ **Application Form**
2. ☐ **Reference Form**
3. ☐ **Consent For Criminal Background Check Form (needed for both new applicants and retraining)**
4. ☐ **Certification or Credentials** (i.e. Diplomas, School Transcripts, Ordination, Certification, or other equivalent documents). **For Religious Volunteers Or Other Organizations:** Letter of reference signed by the organization leader on an official church stationary stating that the applicant is a member in good standing and is authorized to represent their organization in prison ministry, service, etc.
5. ☐ **For Volunteers With A History of Substance Abuse:** Volunteer Reference form from designated contact person verifying applicant's one (1) year of continuous of being clean and sober; has a sponsor and a home group, support system.
6. ☐ Syllabus: Must state goals, objectives and implementation plan. Syllabus should also include but not limited to Title of Program, Purpose/Objective/Goals, and Materials/Items to be brought in.
7. ☐ **Current TB Test** (within two [2] years from date of orientation). *
8. ☐ **Copy of Picture I.D.** (Driver's License, State I.D., Military I.D. or Passport).
9. ☐ **Copy of Social Security Card or Picture I.D. with Social Security Number,** e.g. Military I.D., Passport.

I understand that I will not be able to provide volunteer services unit all of the above documents have been received and approved by the Branch Liaison Volunteer Coordinator.

Applicant's Signature Date

***Note: TB Tests can be obtained from your private physician or any State of Hawaii TB Testing Clinics**

STATE OF HAWAII

CPS VOLUNTEER/CONTRACTOR TRAINING EVALUATION

Date: _____

Please circle the answer to the following statement below:

1. The training was useful and informative.
   A) Agree B) Disagree C) Other: _____

2. The Volunteers/Contractors Handbook is helpful.
   A) Agree B) Disagree C) Other: _____

3. The PREA presentation was useful and informative.
   A) Agree B) Disagree C) Other: _____

4. The goals of the training were clearly stated and met.
   A) Agree B) Disagree C) Other: _____

5. The presenters were well informed and prepared.
   A) Agree B) Disagree C) Other: _____

6. I was given ample opportunity to ask questions.
   A) Agree B) Disagree C) Other: _____

7. My questions were answered thoroughly.
   A) Agree B) Disagree C) Other: _____

8. I learned a great deal in this training.
   A) Agree B) Disagree C) Other: _____

9. The training is needful prior to providing services.
   A) Agree B) Disagree C) Other: _____

Please answer the following questions below:

1. Which part of the training was most helpful and/or useful to you?

2. What would you like to see added or deleted from the training?

PRISON RAPE ELIMINATIONATION ACT (PREA)

The main points that you need to understand regarding the Prison Rape Elimination Act are:

1: In order to prevent PREA violations, it is essential to maintain a professional relationship with inmates at all times. ***Personal Relationships and/or Fraternization with Inmates*** are strictly prohibited. This includes hugging or touching inmates at any time. *(Only a brief handshake or "bumping knuckles" at the beginning and end of each session is authorized.)* Examples of personal relationships include (but are not necessarily limited to) "joking around with" or "horse playing" with inmates, doing favors for or receiving favors from an inmate, sharing of personal or confidential information, discussing personal matters, asking inmates for advice, giving and/or receiving gifts of any kind - or anything of value - with an inmate – former inmate - or their families, unauthorized contact with inmates - former inmates - or their families, doing business with inmates - former inmates - or their families, etc.

2: There is no such thing as consensual sex between inmates and staff. (Under Federal and Hawaii law, it is a felony offense)

3: Any time an inmate, or anyone else, reports that he/she or another inmate, is being, or was sexually harassed, raped, threatened, and/or sexually assaulted while incarcerated, by other inmates or staff, it must be ***immediately*** reported.

4: There are no time limitations as to when the incident(s) happened. Even if it was 30 years ago, it must be ***immediately*** reported.

5: An anonymous report, hearsay information, must be ***immediately*** reported.

6: The criteria for reporting is that ***"if you knew, or should have known,"*** that inmate could be, is being, or was sexually harassed, raped, threatened, and/or sexually assaulted while incarcerated, by other inmates or staff, it must be ***immediately*** reported.

7: The Department has a ZERO tolerance policy regarding the harassment, abuse, threats, etc., of inmates either by staff or other inmates. It is mandatory that you report any PREA incident.

8: Failure to report is a violation of Federal and State Law, as well as Department rules. Failure to report may leave you open to administrative, civil, and/or criminal proceedings taken against you. It may also result in suspension or termination.

If you have any questions regarding this matter, please contact your supervisor or CPS-V at 587-1269.

I have received, read, and understood the rules and regulations regarding PREA. I agree to maintain a professional relationship with inmates at all times and to immediately report all PREA violations. I understand that all PREA violations are mandatory reporting, and my failure to do so may result in legal or civil action being taken against me, including termination.

PRINT NAME	SIGNATURE	Date

Witness Signature	Date

CONFIDENTIALITY

CONFIDENTIALITY is required of all volunteers and contract staff (hereafter, are referred to as "Staff"). Although this term is frequently used, it is not well understood. Essentially, the word means **privileged, private, or secret information.** What is said or observed is not supposed to be disclosed to others. However, its rules and application can and do differ at times depending on the context and/or circumstances.

1: **Outside Agencies or Individuals.** By policy, Staff may not disclose any information to any outside agency or individual, regarding inmates or the Department without prior written approval of the Director or designated staff. This includes, but is not limited to law enforcement agencies, attorneys, family members, press, media, etc. All requests for such information must be approved in advance by the Director or designated staff.

2: **Staff to the Public.** Staff are expected to maintain confidentiality at all times. Staff may not disclose any information pertaining to inmates and security procedures to anyone from the public.

3: **Staff to Inmates.** Staff shall not discuss their personal relationships, problems, or difficulties with inmates at any time. Staff shall not discuss security measures with inmates.

4: **Inmates to Staff.** The inmate has the right to expect that what he says will be kept **Confidential. However, there is no absolute confidentiality.** Anything that is said or observed may be repeated or discussed with the appropriate supervisor.

Inmates often ask Staff to keep a conversation confidential. The inmate should always be informed that any information shared could be repeated to your immediate supervisor. Inmates should also be reminded that you are required to immediately report any and all information that is shared pertaining to threats or harm against another person; plans of escape and riots; drugs, suicide, PREA and other illegal activities within the institution. However, they should also be assured that their names and information shared will be dealt with discretion.

By being truthful, the Staff member stands up for the rules and models pro-social behavior. Inmates do respect Staff who are honest and truthful, and will normally divulge more information to them. Inmates often look for Staff members with a reputation to be "up front" and honest as they entrust these individuals to "Do the Right Thing".

Questions about confidentiality need to be directed to your immediate supervisor.

NOTE: GIVING OUT INFORMATION WITHOUT PROPER AUTHORIZATION, OR FAILURE TO IMMEDIATELY REPORT REQUIRED INFORMATION, IS A MAJOR BREACH OF SECURITY AND MAY BE SUBJECT TO DISCIPLINARY ACTION!

I have received, read, and understand the rules and regulations regarding confidentiality. I agree to maintain confidentiality regarding inmates, staff, and security; and abide by all the rules of the Department of Corrections and Rehabilitation. I understand that my failure to do so may result in legal or civil action being taken against me, and/or termination.

PRINT NAME	SIGNATURE	Date
Witness Signature		Date

MANDATORY REPORTING

All volunteers and contract staff, (hereafter referred to as "Staff") must report any known, or suspected situation(s), or information that is required by law, Department policy, and/or rule. The disclosure of this information must be made in writing through your chain of command prior to leaving the facility. If no one in your chain of command is available, or if you have questions concerning the chain of command, you must report to the watch commander. Failure to report will be considered negligence as well as a major breach of security. **You can be held responsible if "you knew ..., or should have known"...** In other words, willful negligence is not an excuse. Failure to report the following could result in disciplinary action being taken against you which may include suspension and/or termination. Failure to report could also subject you to civil litigation and/or criminal prosecution.

INCARCERATED RELATIVES OR CLOSE FRIENDS – Any time you learn that a relative or close friend is incarcerated in any facility, you must immediately report it to your supervisor. If you are conducting your program and see a relative or close friend, you must immediately notify the ACO in your area. If you have a personal and/or business relationship with an inmate, you must report this to your supervisor. This is to ensure both your safety as well as the inmate's. *Staff are not allowed to provide services to relatives or close friends.* Additionally, written approval from the warden will be required to continue providing services.

SAFETY AND SECURITY- These include all injuries; known or suspected plans, thoughts/ideations, or attempts that an inmate may hurt him/herself or others. These include suicide, escape, drugs, contraband, riot, rule violations, etc. Anything that could, or does, jeopardize the safety of the inmates, staff, and/or public must be reported immediately.

PREA – Prison Rape Elimination Act – Any reports of known and/or suspected PREA violations.

CHILD and/or VULNERABLE ADULT ABUSE OR NEGLECT. Vulnerable adults includes the elderly, disabled, and handicapped. Staff must report child and/or vulnerable adult abuse and/or neglect if they have ***"knowledge or reason to believe that a vulnerable adult or child has been abused or is in danger of being abused if immediate action is not taken".*** This must also be reported to the Department of Human Services. Reports must also be made to your supervisor or watch commander prior to leaving a facility. You are mandated to report any known or suspected child and/or elderly abuse. ***Failure to report known or suspected child, elderly and/or vulnerable adult abuse to proper authorities is a violation of the law.***

NOTE: THE DEPARTMENT OF CORRECTIONS AND REHABILITATION HAS A ZERO TOLERANCE FOR THE ABUSE OF INMATES, INCLUDING SEXUAL HARASSMENT AND ABUSE. STAFF NEED TO ALWAYS BE PRO-ACTIVE AND DILLIGENT IN ENSURING THE HUMANE TREATMENT AND PROTECTION OF INMATES; AS WELL AS ASSURING SAFETY FOR THE INMATES, STAFF, AND PUBLIC.

I have received, read, and understand the rules and regulations regarding mandatory reporting (If you knew ..., or should have known..." you are mandated to report). I agree to report all issues and situations as required by law, Department policy, or rule. I also agree to abide by all the rules of the Department of Corrections and Rehabilitation. I understand that my failure to do so may result in legal or civil action being taken against me, and/or termination.

Print Name _____ Signature _____ Date _____

Witness Signature _____ Date _____

STATE OF HAWAII

DEPARTMENT OF CORRECTIONS AND REHABILITATION

NOTICE OF CONSENT TO SEARCH

Please read the following carefully:

THE LAW

Constitutional Law holds that all persons have a right to be free of unreasonable searches and seizures. An unreasonable search invades a reasonable expectation of privacy. Where an individual does not have a reasonable expectation of privacy, a search is lawful. For the most part, searches for individuals and their property within penal institutions do not violate a reasonable expectation of privacy provided such searches are prudently carried out, and safeguards against such abuse of such practices are governed by facility policy and procedures.
(Auth: HRS 353-3; Imp: HRS 351)

NOTICE

Every visitor of a correctional institution (including those authorized to perform work or private services, either through contract or volunteer), and every employee are subject to search of their person, including strip search, and of their vehicle, locker or other personal property at anytime with reasonable cause. Employment at and/or access to any facility may be denied or terminated if you refuse to sign this Notice of Consent to Search Form.

CONSENT

I have read or have had the above statement read to me, and fully understand its contents and agree to submit to a reasonable search of my person, including strip search, my vehicle, and any property upon entering any correctional facility.

_____

Print Name of Visitor Signature of Visitor Date

_____

Company/Organization Name

Official Use Only

_____ _____

Rcvd-Witness By: STAFF Date

DEPARTMENT OF CORRECTIONS AND REHABILITATION
PERSONNEL MANAGEMENT OFFICE
1177 Alakea St. Rm 201 Honolulu, HI 96813

This position involves contact with inmates in a correctional facility (prison and jail) or lockup. As required by the Prison Rape Elimination Act of 2003 (PREA), all applicants and employees of the department, who may have contact with an inmate in a correctional facility (prison and jail) or lockup as described in the law must answer the four (4) questions below to determine their eligibility for this position.

In accordance with Federal law, the department shall conduct this survey every five (5) years, to include but not limited to promotions, transfers (including hardship transfers), demotions, reallocations and shall not hire or promote anyone who may have contact with inmates who:

(A) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution.

Have you engaged in sexual abuse as described in (A) above?

_____ Yes _____ No

(B) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse.

Have you been convicted of engaging or attempting to engage in sexual activity as described in (B) above?

_____ Yes _____ No

(C) Has been civilly or administratively adjudicated (there was a formal finding and a judgment or decision was rendered in a civil or administrative proceeding) to have engaged in the activity described in (B) above.

Have you been civilly or administratively adjudicated to have engaged in the activity described in (B) above?

_____ Yes _____ No

(D) Has been the subject of substantiated allegations of sexual abuse or sexual harassment or resigned during a pending investigation of alleged sexual abuse or sexual harassment.

Have you been the subject of a substantiated allegation of sexual abuse or sexual harassment or resigned during a pending investigation of alleged sexual abuse or sexual harassment?

_____ Yes _____ No

I certify that my responses to the questions in this questionnaire are true and correct to the best of my knowledge, and I agree and understand that any misstatements of material facts herein may cause forfeiture of all rights to any employment in the service of the State of Hawaii.

Print Name _____ Signature _____ Date _____

DEPARTMENT OF CORRECTIONS AND REHABILITATION

MINOR CONSENT FORM FOR PROGRAM USE

Both parties must appear in person to sign this consent form prior to visiting. Parents or legal guardians must have proper identification showing the relationships to minors. This form must be submitted ten (10) days prior to the visit.

I, _____, give permission for my son or daughter,
(Please Print Name)

_____, who is a minor to visit _____
(Please Print Name) (Please Print Facility)

to participate in _____
(Name of Program)

_____
Signature of Parent or Legal Guardian Date

I, _____, accept and assume the responsibility of escorting
(Please Print Name)

_____, who is a minor, while visiting the above named inmate.
(Please Print Name)

_____
Signature of Parent or Legal Guardian Date

Witnessed_____ Date_____

Authorized_____ Date_____
Warden/Designee

STATE OF HAWAII
DEPARTMENT OF CORRECTIONS AND REHABILITATION

INMATE CONSENT TO BE INTERVIEWED, PHOTOGRAPHED, AND/OR VIDEOTAPED

I, _____, SID: _____,
(Inmate's Name – Print)

am an inmate at _____. I hereby agree to be:

☐ Photographed on _____ by _____

☐ Videotaped on _____ by _____

☐ Interviewed on _____ by _____

Purpose: _____

_____

I understand that the photographs, videotapes and/or interview become the sole possession of the organization named above, and may be reprinted or re-broadcast at any time for the reason or purpose stated, without my additional consent, even after my release from incarceration. In accordance with Department of Corrections and Rehabilitation policy, I DO NOT consent to the posting, distribution and/or broadcast of the photographs, videotape and/or interview on social media such as Facebook, Instagram, Flickr, You Tube, blogs, etc.

_____ _____
Inmate Signature Date

_____ _____
Staff Witness Signature Date

APPROVED / DISAPPROVED

_____ _____
Warden Signature Date

**** Written approval from the Director of the Department of Corrections and Rehabilitation for the interview shall be attached to this consent form.***