	DEPARTMENT OF CORRECTIONS AND REHABILITATION CORRECTIONS ADMINISTRATION POLICY AND PROCEDURES	EFFECTIVE DATE: January 01, 2024	POLICY NO.: COR.14.15
		SUPERSEDES (Policy No. & Date): COR.14.15 of April 14, 2020	
	SUBJECT: INMATE FURLOUGH PROGRAM		Page 1 of 16

1.0 PURPOSE

To delineate guidelines governing the determination of eligibility and granting of furloughs for committed inmates.

2.0 SCOPE

This is a statewide policy that shall apply to all facilities. To the extent any individual facility's policy conflicts with the statewide policy, the statewide policy shall control.

3.0 REFERENCES, DEFINITIONS & FORMS

.1 References

- a. Department of Corrections and Rehabilitation (DCR), Policy and Procedures (P&P), COR.02.04, Restitution Collections.
- b. DCR, P&P, COR.02.12, Inmate Trust Accounts.
- c. DCR, P&P, COR.14.01, Arrests Warrants and Furloughed Inmates.
- d. DCR, P&P, COR.14.22, Electronic Monitoring Service (EMS).
- e. DCR, P&P, COR.14.24, Inmates with Disabilities.
- f. DCR, P&P, COR.14.30, Communication Access.
- g. DCR, P&P, COR.15.06, Inmate Work and Conduct Reports.
- h. DCR, P&P, COR.16.05, Notification of Victim.
- i. DCR, P&P, COR.17.01, Personal Property, Confiscation and Disposition of.
- j. DCR, P&P, COR.18.01, Inmate Classification System.
- k. DCR, P&P, COR.18.02, Prison Classification Committee.
- l. DCR, P&P, COR.18.03, Initial Classification and Facility Assignment of Prison Inmates.

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- m. DCR, P&P, COR.18.04, Reclassification of Prison Inmates.
- n. DCR, P&P, COR.18.05, Initial Custody Assessment of Jail Inmates.
- o. DCR, P&P, COR.18.06, Jail Inmate Classification Review.
- p. DCR, P&P, COR.18.07, Exception Case.
- q. DCR, P&P, COR.18.08, Transfer of Adult Inmates.
- r. Hawaii Revised Statutes (HRS) § 353-8, Conditional Release Centers for Committed Persons.
- s. HRS § 353-17, Committed Persons, Furlough, Employment.
- t. HRS § 353-22.5, Garnishment to Cover Non-Budgeted Costs.
- u. HRS § 353-64, Committed Persons Paroled.
- v. HRS § 353-A, Director of Corrections and Rehabilitation; Powers and Duties.
- w. HRS § 353G-1, Conditions of Parole or Other Release from a Correctional Center or Facility.
- x. HRS § 353G-11, Escape from Residential Treatment Facility.
- y. HRS, § 710-1020, Escape in the First Degree.
- z. HRS § 710-1021, Escape in the Second Degree.
- aa. *Freudenberg v. Sakai, et al.*, 1:14-cv-00276 (D. Hawaii 9/16/14).
- bb. *State v. Paris*, 138 Hawai'i 254 (2016).
- cc. Title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131-12134.

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.2 Definitions

- a. ADA (Americans with Disabilities Act of 1990): Federal civil rights law prohibiting discrimination based on disability.
- b. Auxiliary Aids and Services: Aids, devices, or services that enable an inmate with a communication disability to have equal access to programs and services. Includes, but is not limited to, qualified interpreters on-site or through video remote interpreting (VRI) services, note takers, real-time computer-aided transcription (CART) services, written materials, exchange of written notes, telephone handset amplifiers, assistive listening devices, and systems, telephone compatible with hearing aids, closed caption decoders, open and closed captioning, including real-time captioning, voice, text, and video-based telecommunications products and systems, including text telephones (TTY), videophones, and captioned telephones, qualified readers, taped texts, audio recordings, Braille materials and displays, screen reader software, magnification software, optical readers, large print materials, and other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing.
- c. Durable Medical Equipment: Equipment needed to prevent, diagnose, or treat an illness, injury, condition, disease, or its symptoms and that meets accepted standards of medicine (i.e.: wheelchair, knee brace, and hearing aid).
- d. Disability: With respect to an individual, is a physical or mental impairment that substantially limits one or more of the major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment. **The definition of "disability" shall be construed broadly in favor of expansive coverage, to the maximum extent permitted by the terms of the ADA.**
 1. Physical or Mental Impairment:
 - a) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one of more body systems, such as: neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, or endocrine.

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- b) Any mental or psychological disorder such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
 - c) The phrase physical or mental impairment includes, but is not limited to, such contagious and non-contagious diseases and conditions as orthopedic, visual, speech and hearing impairments; cerebral palsy; epilepsy; muscular dystrophy; multiple sclerosis; cancer; heart disease; diabetes; intellectual disability; emotional illness; specific learning disabilities; HIV (whether symptomatic or asymptomatic); tuberculosis; drug addiction and alcoholism.
 - d) The phrase physical or mental impairment does *not* include homosexuality or bisexuality.
- 2. Major life activities: Shall include, but are not limited to: caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, reading, communicating, working, interacting with others, and operation of major bodily functions, such as the functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive systems.
- 3. Substantially limits: Shall be construed broadly in favor of expansive coverage, to the maximum extent permitted by the terms of the ADA. "Substantially limits" is not meant to be a demanding standard. The determination of whether an impairment substantially limits a major life activity shall be made without considering corrective measures (e.g., medication to treat disability, durable medical equipment for mobility impairment), except for the beneficial effects of ordinary eyeglasses or contact lenses.
- 4. Has a record of such an impairment: Has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
- 5. Is regarded as having an impairment:
 - a) This includes an inmate who:

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- i) Has a physical or mental impairment that does not substantially limit major life activities but that is treated by a public entity as constituting such a limitation.
- ii) Has a physical or mental impairment that substantially limits major life activities only as a result of the attitudes of others toward such impairment; or
- iii) Has none of the impairments defined in paragraph (i) of this definition but is treated by a public entity as having such an impairment.

6. The term disability does not include:

- a) Pedophilia, exhibitionism, voyeurism, or other sexual behavior disorders.
 - b) Compulsive gambling, kleptomania, or pyromania; and/or
 - c) Psychoactive substance use disorders resulting from the illegal use of drugs.
- e. Escapée: An inmate who fails to return or fails to be physically present at the designated facility or residence – as required by the furlough agreement or any pass issued.
 - f. Furlough: An authorized, unescorted, temporary leave of absence from the “designated facility or residence,” which is creditable toward service of sentence. An inmate remains in the custody of DCR regardless of whether he/she is physically confined at any DCR facility or released on furlough.
 - g. Furlougee: An inmate who is participating in a furlough program.
 - h. Furlough Pass: A written authorization that temporarily permits an inmate to be released on furlough (DCR 8767, Furlough Pass).
 - i. Qualified Individuals with Disabilities: An individual with a disability who, with or without a reasonable modification to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by the Department.

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- j. Reasonable Modification: Modification of policies or procedures, or the manner in which tasks are completed that enables a qualified individual with a disability to participate in and receive the same benefits from a program or service, or the opportunity to receive the same benefit of service, unless to do so would result in a fundamental alteration in the nature of the program or activity, or result in undue financial and administrative burdens on the Department, in accordance with DCR COR.14.27, Inmates with Disabilities.

.3 Forms

- a. DCR 8766 – Furlough Agreement Form.
- b. DCR 8767 – Furlough Pass Form.
- c. DCR 8768 – Acknowledgment of Receipt Form.
- d. DCR 8769 – Interpreter Certification Form.
- e. DCR 8770 – Administrative Order Form.
- f. DCR 8771 – Communication and Language Access Form.

4.0 POLICY

- .1 It is intended to provide the selected inmate with opportunities for in-community experiences with family and social reorientation, education, employment, vocational training, and/or specialized treatment prior to parole.
- .2 Furloughs shall be used to enhance the systematic reorientation process for those inmates who pose minimal risk to the community but not necessarily for the risk to recidivate. It is considered to be an important element of our correctional system in order to assess potential performance of inmates prior to their release to the community.
- .3 Furlough programs shall be designed to carefully and effectively transition inmates from institutional dependency to independent self-sufficiency by providing opportunities to achieve realistic pro-social skills.
- .4 Qualified individuals with disabilities shall be provided with reasonable modification to rules, policies, or practices, the removal of architectural,

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communication, or transportation barriers, and/or auxiliary aids and services in accordance with DCR COR.14.27, Inmates with Disabilities and COR.14.30, Communication Access.

- .5 Furlough participation is a privilege and not a right, and inmates have no constitutional right or expectation to participate in a furlough program. Ineligibility for the furlough program and consequent ineligibility for early release does not extend to confinement or incarceration and shall be timed to end concurrent with the inmate's release date.
- .6 The inmate's furlough site shall be in the county of origin, where the inmate was sentenced, unless the inmate requests to reside in another county in the State of Hawaii. To request this, the inmate will be required to initiate an "Intrastate Compact," where required by HPA, and will be prohibited from moving until an approval has been given and confirmed.

5.0 PROCEDURES

.1 General Furlough Rules and Regulations

- a. The Director or Deputy Director for Corrections of DCR, prior to implementation or changes, shall approve, in writing, this Inmate Furlough Program plan.
- b. Wardens shall be responsible for administering and ensuring compliance to this policy by adhering to and establishing the internal controls necessary to implement this policy. Such controls shall be subject to the approval of the Director of the Department prior to the implementation of the furlough program.

They include (but are not limited to):

1. Overall furlough plan.
2. Inmate eligibility criteria.
3. Procedures for obtaining furlough approval.
4. Notification of county prosecutors and police chiefs.
5. Notification of victims, as required by DCR, P&P, COR.16.05, Notification of Victim.

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6. Inmate responsibilities and rules.
 7. Facility responsibilities.
 8. Monitoring, reviewing, and notification of procedures.
 9. Procedures to administratively process escapes and to refer to law enforcement for appropriate action.
- c. Program Committee hearings shall be conducted in accordance with the Department's Classification Policy and Procedures, COR.18.01 to COR.18.08.
- d. Community Based Administrator (CS II) or Unit Manager (CS I, OSA, OSS) or Case Manager (SW or HSP) shall review PSD 8766, Furlough Agreement, on a one-to-one basis with the inmate, assuring that they fully comprehend the terms and conditions of the agreement. At the beginning of each phase of furlough a new DCR 8766, Furlough Agreement, shall be generated and reviewed on a one-to-one basis with the inmate, assuring that he/she fully comprehends the terms and conditions of the agreement. The above-mentioned staff shall continuously repeat this process over the course of each phase of furlough to ensure comprehension and retention, on the part of the inmate. In addition to DCR 8766, Furlough Agreement, the inmate shall review and sign DCR 8770: Administrative Order Form, which outlines specific orders the inmate shall follow while on furlough:
1. If the inmate has difficulty understanding English, an interpreter shall be obtained to assist with the review of DCR 8766, Furlough Agreement, with the inmate and Unit Manager (CS I, OSA, OSS) or Case Manager (SW or HSP).
 2. If the inmate has a disability and requires durable medical equipment, staff shall instruct the inmate to submit a Medical Needs Request, and provide assistance as needed.
 3. If the inmate has a communication disability, staff shall provide reasonable modification to rules, policies, or practices and/or auxiliary aids and services and/or remove architectural, communication, or transportation barriers in accordance with DCR, P&P, COR.14.27, Inmates with Disabilities and DCR, P&P, COR.14.30, Communication Access.

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4. If an interpreter has been utilized to facilitate the review of DCR 8766 and/or DCR 8770, the interpreter shall complete and sign DCR, 8769, Interpreter Certification. Any reasonable modifications made, or auxiliary aids and services, such as the use of a language interpreter, shall be duly noted on DCR 8771, Communication and Language Access Form.
 5. If the inmate needs assistance, auxiliary aids or services, and/or reasonable modification to rules, policies, or practices in completing the forms, assistance shall be rendered to the inmate, and this assistance shall be duly noted on DCR 8771, Communication and Language Access Form.
- e. The Community Based Administrator (CS II) or Unit Manager (CS I, OSA, OSS) or Case Manager (SW or HSP) may allow the inmate to sign the contract only after the Unit Manager (CS I, OSA, OSS) is satisfied that the case manager (SW or HSP) has repeatedly gone over the furlough agreement (DCR 8766), answered all questions, and can attest to the fact that the inmate fully understood the guidelines and its consequences in its entirety at the time of signing:
1. Once the Furlough Agreement has been signed by the Warden, both the inmate and the interpreter shall complete and sign DCR 8768, Acknowledgment of Receipt. (If an interpreter is used, facility staff shall sign in proxy, as necessary).
 2. The completed and signed DCR 8768, Acknowledgment of Receipt, shall be attached to the completed and signed Furlough Agreement.
 3. The Original Furlough Agreement shall be kept in the inmate's Institutional file.
 4. A copy of the completed and signed furlough agreement shall be provided to the inmate.
- f. Geographical limits of each furlough shall be **predetermined and clearly outlined** within each furlough plan. Furloughs to other islands in the State and out-of-state furloughs will require the approval of the Director of the Department, including advance notification to HRS § 353-8 (c) to county/state of commitment prior to commencement of furlough.

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- g. An inmate on furlough who violates any term in the signed agreement may be subject to administrative disciplinary action, including but not limited to the termination from the furlough program, and/or criminal prosecution.
- h. An inmate on furlough who fails to return from an authorized furlough within thirty (30) minutes of the expiration of the furlough pass, or any extension granted by a designated facility staff, shall be administratively processed as an escapee, and referred to law enforcement for appropriate action.
- i. The Warden has the discretion to suspend or terminate furlough privileges upon violation of any term in the signed agreement, or for the good government of the facility. The inmate will be given written notice as to the reason for such suspension and shall be brought before the Adjustment and/or Program Committee to determine the next course of action.
- j. Staff shall monitor an inmate's compliance with specified conditions of the furlough program. Failure to comply will result in reprogramming, and possible increase in custody, and transfer to a more secured facility.
- k. Inmates who receive regular monetary compensation as a result of work or education activities shall be required to make regular payments toward the satisfaction of court-ordered restitution and fees, at twenty-five percent (25%) of their net earnings, and contribute in whole, toward their individual subsistence (HRS § 353-17, Committed persons, furlough employment, and HRS § 353-22, Garnishment to cover non-budgeted cost).

Any unauthorized monies or monies in excess of allowable limits found on or with the inmate will be confiscated from an inmate's person and handled in accordance with DCR, P&P, COR.17.01, Personal Property, Confiscation and Disposition of.

- l. Only designated staff approved by the Warden will be given the authority to allow identified inmates, permission to utilize a specially designed ATM/debit card. Designated staff will then be responsible to review and manage the inmate's account transactions and balance on a daily basis, to detect any anomalies.
- m. Each inmate shall be subject to mandatory searches of his/her body and possessions at any time as a pre-condition for participation in the furlough program.

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- n. DCR 8766, Furlough Agreement shall be reviewed and signed by the inmate and witnessed by the Case Manager and submitted for signing by the Facility Warden, no later than three (3) days prior to the start of furlough.

.2 Furlough Agreement Descriptions

- a. Re-socialization – designed to create, maintain, or reestablish family or community ties. It gives the furlougee opportunities to independently develop non-violent resolutions to complex and sometimes difficult situations when dealing with the public or in response to specific family issues or conflicts.
- b. Community Service – designed to provide inmates the opportunity to work in the community as a form of restitution, and to develop positive work habits while demonstrating his/her readiness to transition into the furlough program.
- c. Educational – designed to increase academic proficiency by allowing selected inmates to attend post-high school institutions and participate in academic endeavors.
- d. Employment – designed to provide meaningful work experiences, increased responsibility, and the development of healthy attitudes toward work and interpersonal relationships.
- e. Job Training – designed to provide the inmates with special educational courses or “real case” on-site training to increase occupational/vocational skills, allowing the inmate to assist in his/her own development of a marketable skill that will promote self-sustainability.
- f. Specialized Treatment – the availability of special programs in the community designed to address an inmate’s need for specialized treatment, allowing the inmate to learn appropriate behavior and attitudes when confronted with difficult situations.
- g. Extended Furlough – designed to permit an inmate to reside in the community unescorted, for a prolonged period of time. Inmates are to demonstrate their ability to be self-sustaining and financially responsible as a law-abiding citizen while in the community, and care of DCR.

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- h. Electronic Monitoring (EM) – utilized as a technological resource to enhance security measures and the inmate’s accountability, while participating in a Community Based Furlough Program. Allows the facility to closely monitor inmates who meet the minimum requirements to participate in the furlough program, but who have been identified as having an increased risk for recidivism on the LSI-R Assessment instrument. Furlough participants on Electronic Monitoring are still subject to DCR jurisdiction.

.3 Furlough Eligibility Standards

- a. The inmate is required to have “community” custody designation.
- b. The Health Care Unit (HCU) staff shall complete the Health Status Classification Report (HSCR), listing any medical or mental health restrictions. The inmate shall comply with any and all medical orders and restrictions in order to be allowed to continue in the program. The HSCR shall not be used to determine whether or not an inmate is eligible for any furlough program but only to ensure that the inmate is complying with all medical orders and restrictions.
- c. The inmate shall have sufficient funds to pay for any necessary expenses for furloughs.
- d. Participation in the furlough program shall depend upon the inmate having demonstrated successful progression by completing recommended programs, accomplishing objectives and has demonstrated their potential for living independently, through prior employment history (if applicable), financial stability, and appropriate residential arrangements in the community.
- e. Furlough is discretionary, involves a case-by-case determination, and individualized assessments to determine appropriate placement in the program. Meeting the furlough eligibility criteria or previous participation in a furlough program **does not** guarantee future participation in a furlough program.
- f. Inmates with disabilities shall be eligible, and be provided with equal opportunity, to participate in the furlough program, and are not exempt from meeting any other eligibility standards under this Section. Eligibility standards must be considered in the context of providing a reasonable modification and/or auxiliary aid or service or removal of architectural,

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communication, or transportation barrier. If a reasonable modification, auxiliary aid or service, or removal of architectural, communication, or transportation barrier shall assist in meeting an eligibility standard, DCR must provide such in accordance with DCR, P&P, COR.14.27, Inmates with Disabilities.

- g. DCR shall take steps to ensure that inmates with disabilities, including mobility disabilities, are given a range of potential employment furlough programming, including work assignments with varying physical requirements (i.e., from sedentary clerical tasks to manual labor). This includes instructing the assigned case manager, to refer the inmate to governmental agencies, including the Hawaii Department of Vocational Rehabilitation, and/or private organizations that can assist with finding appropriate employment opportunities.
- h. Qualified inmates with disabilities whose disability prevents them from participating in employment furlough are entitled to participate in other forms of furlough for which they are otherwise qualified. All furlough programs must offer at least one program other than employment.
- i. If an inmate encounters barriers to participation in any furlough program because of a disability, the assigned case manager shall conduct an individualized assessment to determine whether there are reasonable modifications, auxiliary aids or services, or removal of architectural, communication, and transportation barriers that would permit the inmate to participate in furlough. In accordance with DCR, P&P, COR.14.27, Inmates with Disabilities, inmates with disabilities may request a reasonable modification, auxiliary aid or service, or removal of architectural, communication, or transportation barrier as needed to participate in the furlough program. Staff shall provide such inmates with form DCR 8773, Request for Accommodation/Modification. If a reasonable modification, auxiliary aid or service, or removal of architectural, communication, or transportation barrier shall assist an inmate in participating in the furlough program, it must be provided in accordance with DCR, P&P, COR.14.27, Inmates with Disabilities, so long as the modification, aid, service, or removal does not fundamentally alter the furlough program.
- j. Inmates with mandatory minimums shall not be eligible for "furlough participation," unless the inmate is serving the last year of the mandatory minimum and it coincides with the inmate having only 12 months remaining on his/her minimum sentence.

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All furlough programs established for mandatory minimum-sentenced inmates shall be implemented with social reorientation as the primary goal and will be generally scheduled to be completed cohesively with the end of the mandatory minimum sentence.

- k. Inmates convicted of very heinous, grave, or high-profile crimes, whether serving mandatory sentences or not, shall be scrutinized more intently. The inmate's commitment behavior and criminal offense is weighed against their institutional adjustment to assess their potential for continued violent behavior.
- l. The Program Committee may review furlough applications six (6) months prior to an inmate's eligibility; however, the execution, especially for all mandatory minimum term cases, shall not proceed unless they are serving the last year, or the mandatory minimums have been served in its entirety.

.4 Inmates Ineligible for Furlough

- a. Inmates with criminal detainers shall not be eligible for furlough unless:
 - 1. The jurisdiction placing the detainer's sentence is concurrent to Hawaii's sentence.
 - 2. The jurisdiction placing the detainer concurs with the furlough plans.
 - 3. Approval is obtained from the Director of the Department.
- b. Inmates who require long term hospitalization or with a communicable disease that pose a direct threat shall be given special consideration when determining their eligibility for furlough. Direct threat means a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices or procedures, or by the provision of auxiliary aids or services. The determination that a person poses a "significant risk" to the health or safety of others may not be based on generalizations or stereotypes about the effects of a particular disability. It must be based on an individualized assessment, based on reasonable judgment that relies on current medical evidence or on the best available objective evidence, to determine: the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices, or procedures will mitigate the risk.

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- c. Inmates with pending charge(s) shall not be eligible for furlough, inclusive of other jurisdiction sentences that run consecutively.
 - d. Inmates serving consecutive sentences shall not be eligible for furlough until they are serving the consecutive term expiring last in time, and until they are within twenty-four (24) months of parole consideration.
 - e. Inmates serving a sentence of life without parole shall not be eligible for furlough.
- .5 All expenses of furlough shall be the responsibility of the inmate.
- .6 Each furloughee shall carry an authorized identification card and furlough pass on his/her person at all times and present, upon request, his/her identification card and furlough pass to any police officer or designated employee(s) of DCR.
- .7 When an inmate is being considered to participate in any furlough program, the Warden shall provide notification of such action to the Prosecutor and Police Chief of the county in which the inmate is to be furloughed, and the Prosecutor and Police Chief of the county in which the inmate was sentenced. This notification shall be made in writing thirty (30) days prior to the commencement of the furlough in accordance to HRS § 353-8 (c).
- .8 The facility referring the inmate for furlough placement shall be the entity responsible for sending the written notifications required in .7 above to the applicable Prosecutor(s) and Police Chief(s). It shall be sent a minimum of thirty (30) days prior to the transfer.
- .9 The Warden shall acknowledge the receipt of any inquiry and/or objections made by the Prosecutor(s) and Police Chief(s) with a letter of response, also within thirty (30) days.
- Such letter of response shall include the Warden's acknowledgement of the issues(s) raised by the Prosecutor(s) and Police Chief(s) along with the final decision made by the Warden. If the inmate was transferred to another facility to participate in the furlough program, the Warden of that facility shall be apprised of the nature and the status of the objection.
- .10 Notification of the retaking of furloughed inmates shall be in accordance with DCR, P&P, COR.14.01, Arrest Warrants for Furloughed Inmates

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APPROVAL RECOMMENDED:


JAN 01 2024

Deputy Director for Corrections Date

APPROVED:


JAN 01 2024

DIRECTOR Date

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STATE OF HAWAII
DEPARTMENT OF CORRECTIONS
& REHABILITATION

☐ OAHU
COMMUNITY
CORRECTIONAL
CENTER

☐ MAUI
COMMUNITY
CORRECTIONAL
CENTER

☐ HAWAII
COMMUNITY
CORRECTIONAL
CENTER

☐ KAUAI
COMMUNITY
CORRECTIONAL
CENTER

☐ WOMEN'S
COMMUNITY
CORRECTIONAL
CENTER

FURLOUGH AGREEMENT

This FURLOUGH AGREEMENT ("AGREEMENT") is entered into between INMATE [INMATE LAST NAME, FIRST NAME, SID] ("INMATE") and the DEPARTMENT OF CORRECTIONS & REHABILITATION, STATE OF HAWAII ("DCR") (collectively "the PARTIES") regarding INMATE's participation in the Furlough Program.

To provide an opportunity for INMATE to demonstrate (his/her) readiness for parole, to prepare (him/her) for successful release by establishing or re-establishing family and community ties, to define the mutual responsibilities of the PARTIES, and to provide notice to INMATE of applicable criminal and administrative penalties, the PARTIES stipulate and agree as follows:

PART I - INMATE CUSTODY STATUS

1. Prior to entering into this AGREEMENT, INMATE was sentenced to a term of incarceration which has not expired and was remanded to the custody of DCR pursuant to court order. _____

2. **INMATE REMAINS IN THE CUSTODY OF DCR THROUGHOUT (HIS/HER) PARTICIPATION IN THE FURLOUGH PROGRAM.** _____

3. **INMATE REMAINS IN THE CUSTODY OF DCR**, regardless of whether INMATE resides at any DCR facility or at any other location designated in this AGREEMENT. _____

4. **INMATE REMAINS IN THE CUSTODY OF DCR**, regardless of whether INMATE is physically confined at any DCR facility or released on furlough. _____

5. **INMATE SHALL BE BOUND AND RESTRAINED BY THE TERMS AND CONDITIONS OF FURLOUGH** as set forth in this AGREEMENT throughout (his/her) participation in the Furlough Program, **REGARDLESS OF PHYSICAL LOCATION.** _____

PART II – TERMS AND CONDITIONS OF FURLOUGH

A. GENERAL

6. INMATE shall consistently demonstrate and maintain good work habits, initiative, responsible behavior, and an excellent attitude throughout (his/her) participation in the Furlough Program. _____

7. INMATE shall follow all instructions given to (him/her) by (his/her) assigned Case Manager. _____

8. INMATE shall not engage in any act or course of conduct in violation of the rules, regulations, policies, and procedures of DCR. _____

9. INMATE shall not engage in any act or course of conduct in violation of any State, Federal, or County laws. _____

10. INMATE shall not use, possess, or consume any alcohol, unprescribed or illegal drug, nor possess any drug paraphernalia. _____

11. INMATE shall not obtain or possess any article or thing that a person confined in a correctional or detention facility is prohibited from obtaining or possessing by statute, rule, order, or DCR policy, except as may be required for INMATE's employment, participation in AA/NA meetings, and/or any other classes or programs INMATE is authorized or required to attend or participate in by (his/her) assigned Case Manager. _____

12. INMATE shall not enter any bar, nightclub, restaurant, or any other establishment where alcoholic beverages are sold and/or consumed, even if required for INMATE's employment, without the prior written approval of (his/her) assigned Case Manager. _____

13. INMATE shall attend, actively participate in, and complete all programs as recommended by the Hawaii Paroling Authority (HPA), the Facility Program Committee, and/or (his/her) assigned Case Manager. _____

B. PLACE OF CONFINEMENT OR RESIDENCE

14. INMATE shall be assigned to the following DCR facility as (his/her) place of confinement (“Designated Facility”) throughout (his/her) participation in the Furlough Program: _____

[DESIGNATED FACILITY]

[ADDRESS]

[CITY, STATE, ZIP CODE]

15. If INMATE is allowed to reside away from (his/her) Designated Facility pursuant to this AGREEMENT or any Pass issued pursuant to this AGREEMENT (i.e. for resocialization, extended furlough, community service, education, employment, job training, specialized treatment or electronic monitoring), INMATE shall reside at the following designated residence (“Designated Residence”): _____

[STREET ADDRESS]

[CITY, STATE, ZIP]

[PHONE NUMBER]

16. If INMATE is allowed to reside at a Designated Residence pursuant to Paragraph 15, above, INMATE shall reside at the Designated Residence with the following designated sponsor:

[NAME, RELATIONSHIP] _____

17. INMATE shall ensure that (he/she) has access, at all times, to either a designated landline telephone located at the Designated Residence (“Designated Landline”) or a designated cellular telephone (“Designated Cell”), as approved by (his/her) assigned Case Manager. _____

Designated Landline _____ Designated Cell _____

18. INMATE shall ensure that any Designated Landline or Designated Cell approved by (his/her) assigned Case Manager will not have any “call-waiting”-type service, including but not limited to the services known as “wonder phone,” “smart call,” or “smartest call,” nor have any kind of “party line,” or any other service which permits more than two parties to be on a call, except for auxiliary aids or services approved for inmates with disabilities under Title II of the Americans with Disabilities Act of 1990 (ADA). _____

19. INMATE shall not change (his/her) Designated Residence without the prior written approval of (his/her) assigned Case Manager. _____

20. INMATE shall immediately notify (his/her) assigned Case Manager of any changes or the need for any changes in the circumstances of the Designated Residence, including but not limited to the number and identity of any other occupants of the Designated Residence. _____

21. INMATE shall immediately notify (his/her) assigned Case Manager of any unforeseen loss of (his/her) Designated Residence (e.g. fire, eviction, etc.), the duration of the loss (permanent or temporary), and the reasons for the loss. _____

22. INMATE shall immediately return to the Designated Facility if there are any unforeseen loss of (his/her) Designated Residence (e.g. loss or residence, eviction, etc.). _____

C. INMATE IDENTIFICATION

23. INMATE shall not use any name(s) and/or identifying information other than that under which INMATE has been incarcerated and which is used and/or designated by DCR. _____

24. INMATE shall carry (his/her) official, DCR-issued inmate identification card (“Inmate ID”) on (his/her) person at all times throughout (his/her) participation in the Furlough Program. _____

25. INMATE shall present (his/her) Inmate ID to any police officer, deputy sheriff, or parole officer or DCR employee, immediately upon request. _____

26. INMATE shall immediately notify (his/her) assigned Case Manager or Furlough Program staff of any lost, stolen and/or damaged Inmate ID. _____

D. FURLOUGH PASS

27. INMATE shall be issued a Furlough Pass (“Pass”) anytime (he/she) is released from the Designated Facility throughout (his/her) participation in the Furlough Program, whether the INMATE’s release is for the purposes of work (or to obtain work), school, resocialization, extended furlough, community service, job training, specialized treatment or electronic monitoring. _____

28. INMATE’s release from the Designated Facility throughout (his/her) participation in the Furlough Program shall be at the sole discretion of DCR and only for the purposes of work (or to obtain work), school, resocialization, extended furlough, community service, job training, specialized treatment or electronic monitoring as may be applicable pursuant to this AGREEMENT. _____

29. INMATE shall strictly comply with the terms of (his/her) release on furlough as set forth on the Pass, which shall incorporate by reference **each and every** term of this AGREEMENT. _____

30. The Pass shall set forth the following:

- a. The date and time at which INMATE is to be released from physical confinement; _____
- b. The date and time at which INMATE is required to return to physical confinement; _____ and
- c. The address and telephone number of the location INMATE is being released to, whether that location is a place of employment for work (or to obtain work), a school or other institution for educational, job training or specialized purposes or a residence for resocialization, or a residence for extended furlough or a residence for electronic monitoring. _____

31. INMATE shall physically carry any Pass issued pursuant to this AGREEMENT on (his/her) person **at all times** throughout (his/her) participation in the Furlough Program. _____

32. INMATE shall physically present any Pass issued pursuant to this AGREEMENT to any police officer, deputy sheriff, or parole officer or DCR employee, immediately upon request. _____

33. INMATE shall immediately notify (his/her) assigned Case Manager or Furlough Program staff of any lost, stolen, damaged, and/or destroyed Pass. _____

E. WORK FURLOUGH

Applicable _____ Not Applicable _____

34. INMATE shall obtain [FT / PT] -time ([#] hours per week), gainful employment within [NUMBER] ([#]) days of entering into and executing this AGREEMENT. _____

35. INMATE shall arrange for (his/her) employer to provide a schedule establishing INMATE’s actual work hours directly to INMATE’s assigned Case Manager. _____

36. Prior to any changes being made to INMATE’s work hours, INMATE shall arrange for (his/her) employer to provide an updated schedule detailing the proposed changes to INMATE’s actual work hours directly to INMATE’s assigned Case Manager. _____

37. INMATE shall not perform any overtime work without the prior approval of (his/her) assigned Case Manager. _____

38. INMATE shall provide to (his/her) assigned Case Manager, verification and substantiation, directly from (his/her) employer, of the reason for the overtime work prior to being given the approval required by paragraph 37, above. _____

39. INMATE shall immediately return to the Designated Facility or the Designated Residence (if INMATE is allowed to reside away from the Designated Facility), if (he/she) is unable to report to (his/her) place of employment, work site or is dismissed early from work by (his/her) employer, for any reason. _____

40. INMATE shall not leave (his/her) place of employment during scheduled working hours, except as may be required for work or if (he/she) is dismissed early from work by (his/her) employer, without the express prior approval of (his/her) assigned Case Manager. _____

41. INMATE shall not have any contact, directly or indirectly, with any family or friends at (his/her) place of employment or work site without the prior written approval of (his/her) employer **and** (his/her) assigned Case Manager as to specific individuals. _____

42. INMATE shall immediately notify (his/her) assigned Case Manager of any changes in employment (e.g. suspension, termination, etc.), the duration of the change(s) (permanent or temporary), and the reasons for the change. _____

43. INMATE shall not resign from any employment without providing (his/her) employer with written notification, a minimum of two (2) weeks' prior notice to **and** without the prior written approval of (his/her) Case Manager, both of the resignation and the written notice to be provided to INMATE's employer. _____

F. EDUCATIONAL FURLOUGH

Applicable _____ Not Applicable _____

44. INMATE shall submit to (his/her) assigned Case Manager, immediately upon receipt, originals of all documents AND receipts for pre-approved registration, supplies, tools, auxiliary aids/durable medical equipment or books etc. regarding or related to or required for (his/her) enrollment in any post-secondary, educational/vocational institution(s) (e.g. universities, colleges, trade or vocational schools). _____

45. INMATE shall submit to (his/her) assigned Case Manager, immediately upon receipt, the INMATE's class schedule, course syllabus, and any other documentation reflecting the location, scheduled time, and subject matter of any classes the INMATE attends throughout (his/her) participation in the Furlough Program. _____

46. INMATE shall not leave (his/her) post-secondary, educational/vocational institution or class site during the scheduled time, except as may be required for class or if (he/she) is dismissed early from class by (his/her) instructor or other post-secondary, educational/vocational institution designee, without the express prior approval of (his/her) assigned Case Manager. _____

47. INMATE shall immediately return to the Designated Facility or the Designated Residence (if INMATE is allowed to reside away from the Designated Facility), if (he/she) is unable to report to (his/her) scheduled class or is dismissed early from (his/her) scheduled class by (his/her) instructor or other post-secondary, educational/vocational institution designee, for any reason. _____

48. INMATE shall not have any contact, directly or indirectly, with any family or friends at (his/her) post-secondary, educational/vocational institution or designated site of instruction without the prior written approval of (his/her) assigned Case Manager as to specific individuals. _____

49. INMATE shall immediately notify (his/her) assigned Case Manager of any changes in (his/her) enrollment status (e.g. probation, suspension, expulsion), the duration of the change(s) (permanent or temporary), and the reasons for the change. _____

50. INMATE shall not withdraw from any class(es) or make any changes to (his/her) class schedule or enrollment status without express prior approval of (his/her) assigned Case Manager. _____

G. COMMUNITY SERVICE FURLOUGH

Applicable _____ Not Applicable _____

51. INMATE shall agree to maintain inter-facility employment by entering into and executing this AGREEMENT. _____

52. INMATE shall inform (his/her) supervisor to provide a schedule establishing INMATE's actual work hours directly to INMATE's assigned Case Manager. _____

53. PRIOR to any changes being made to INMATE's work hours, INMATE shall inform (his/her) supervisor to provide an updated schedule detailing the proposed changes to INMATE's actual work hours directly to INMATE's assigned Case Manager. _____

54. INMATE shall not perform any overtime work without the prior approval of (his/her) assigned Case Manager through their assigned supervisor. _____

55. INMATE shall inform supervisor to provide to (his/her) assigned Case Manager, verification and substantiation, of the reason for the overtime work prior to being given the approval, as required by paragraph 4, above. _____

56. INMATE shall immediately be returned to the Designated Housing Unit if (he/she) for any reason, is unable to report to or is dismissed early from work by (his/her) supervisor. _____

57. INMATE shall not leave (his/her) place of employment during scheduled working hours, except as may be required for work or if (he/she) is dismissed early from work by (his/her) supervisor, without the expressed, prior approval of (his/her) assigned Case Manager. _____

58. INMATE shall not have any contact, directly or indirectly, with any family or friends at (his/her) place or site of employment or without the prior written approval of (his/her) assigned Case Manager as to specific individuals. _____

59. INMATE shall inform their supervisor to immediately notify (his/her) assigned Case Manager of any changes in employment (e.g. suspension, termination, etc.), the duration of the change(s) (permanent or temporary), and the reasons for the change. _____

60. INMATE shall not immediately and voluntarily resign from any employment assignment without providing (his/her) supervisor with written notification, a minimum of two (2) weeks' prior to and the prior written approval of (his/her) Case Manager of the reason for their resignation. _____

H. JOB TRAINING /APPRENTICESHIP FURLOUGH

Applicable _____ Not Applicable _____

61. INMATE shall submit to (his/her) assigned Case Manager, immediately upon receipt, originals of all documents AND receipts for pre-approved registration, book, supplies, auxiliary aids/services/durable medical equipment and tools, etc. related to or required for (his/her) enrollment in any vocational program, college, university or trade school. _____

62. INMATE shall submit to (his/her) assigned Case Manager, immediately upon receipt, the INMATE's class schedule, course syllabus, and any other documentation reflecting the location, scheduled time, and subject matter of all classes the INMATE attends throughout (his/her) participation in the Furlough Program. _____

63. INMATE shall not leave (his/her) post-secondary, educational/vocational institution or class site during the scheduled time, except as may be required for class or if (he/she) is dismissed early from class by (his/her) instructor or other post-secondary, educational/vocational institution designee, without the express prior approval of (his/her) assigned Case Manager. _____

64. INMATE shall immediately return to the Designated Facility or the Designated Residence (if INMATE is allowed to reside away from the Designated Facility), if (he/she) is unable to report to (his/her) scheduled class or is dismissed early from (his/her) scheduled class by (his/her) instructor or other post-secondary, educational/vocational institution designee, for any reason. _____

65. INMATE shall not have any contact, directly or indirectly, with any family or friends at (his/her) post-secondary, educational/vocational institution or designated site of instruction without the prior written approval of (his/her) assigned Case Manager as to specific individuals. _____

66. INMATE shall immediately notify (his/her) assigned Case Manager of any changes in (his/her) enrollment status (e.g. probation, suspension, expulsion), the duration of the change(s) (permanent or temporary), and the reasons for the change. _____

67. INMATE shall not withdraw from any class(es) or make any changes to (his/her) class schedule or enrollment status without express prior approval of (his/her) assigned Case Manager. _____

I. SPECIALIZED TREATMENT TRAINING/APPRENTICESHIP FURLOUGH

Applicable _____ Not Applicable _____

68. INMATE shall submit to (his/her) assigned Case Manager, immediately upon receipt, originals of all documents AND receipts for pre-approved registration, book, supplies, auxiliary aids/services/durable medical equipment and tools, etc. related to or required for (his/her) enrollment in any specialized program, vocational or trade school. _____

69. INMATE shall submit to (his/her) assigned Case Manager, immediately upon receipt, the INMATE's schedule, course title and syllabus, and any other documentation reflecting the location, scheduled time, and subject matter of all classes/instruction the INMATE attends throughout (his/her) participation in the Furlough Program. _____

70. INMATE shall not leave (his/her) educational institution or designated area during the scheduled time, except as may be required for class or if (he/she) is dismissed early from class by (his/her) instructor or other educational/vocational institution designee, without the express prior approval of (his/her) assigned Case Manager. _____

71. INMATE shall immediately return to the Designated Facility or the Designated Residence (if INMATE is allowed to reside away from the Designated Facility), if (he/she) is unable to report to (his/her) scheduled class or is dismissed early from (his/her) scheduled class by (his/her) instructor or other educational/vocational institution designee, for any reason. _____

72. INMATE shall not have any contact, directly or indirectly, with any family or friends at (his/her) educational/vocational institution or designated site of instruction without the prior written approval of (his/her) assigned Case Manager as to specific individuals. _____

73. INMATE shall immediately notify (his/her) assigned Case Manager of any changes in (his/her) enrollment status (e.g. probation, suspension, expulsion), the duration of the change(s) (permanent or temporary), and the reasons for the change. _____

74. INMATE shall not withdraw from any class(es) or make any changes to (his/her) class schedule or enrollment status without express prior approval of (his/her) assigned Case Manager. _____

J. RESOCIALIZATION

Applicable _____ Not Applicable _____

75. INMATE shall be physically present at the Designated Location **between [START] hours and [END] hours** anytime INMATE has been issued a Pass for resocialization which allows (him/her) to be physically and temporarily away from (his/her) Designated Facility. _____

K. EXTENDED FURLOUGH

Applicable _____ Not Applicable _____

76. INMATE shall fulfill **[FT / PT]** -time (**[#]** hours per week) employment and all recommended programming requirements while released on extended furlough unless exempted by the Case Manager from maintaining employment due to a disability under Title II of the ADA. _____

77. INMATE shall be physically present at the Designated Residence **between [START] hours and [END] hours** anytime INMATE has been issued a Pass for extended furlough which allows (him/her) to reside away from (his/her) Designated Facility. _____

78. INMATE shall prepare and submit to (his/her) assigned Case Manager on a weekly basis, progress reports on (his/her) extended furlough, in the form and substance to be determined by (his/her) assigned Case Manager. _____

L. EMS/GPS

Applicable _____ Not Applicable _____

79. INMATE shall be assigned an Electronic Monitoring System or Global Positioning System monitoring device ("EMS/GPS Device") at the discretion of (his/her) assigned Case Manager. _____

80. INMATE shall physically wear (his/her) assigned EMS/GPS Device on (his/her) person **at all times**. _____

81. INMATE shall charge (his/her) assigned EMS/GPS Device for at least two (2) consecutive hours each day and ensure that the Device remains charged **at all times**. _____

82. INMATE shall not leave the immediate area of (his/her) assigned EMS/GPS Device while it is charging. _____

83. INMATE shall not cut off, deactivate, or otherwise tamper with or destroy (his/her) assigned EMS/GPS Device. _____

84. INMATE shall not in any way submerge (his/her) assigned EMS/GPS Device in water. _____

85. INMATE shall be responsible for any damage to or loss of (his/her) assigned EMS/GPS Device. _____

86. INMATE shall immediately notify (his/her) assigned Case Manager should (he/she) encounter any problems with (his/her) assigned EMS/GPS Device. _____

87. INMATE shall immediately return to the Designated Facility if (he/she) encounters any problem or problems with (his/her) assigned EMS/GPS Device and remain at the Designated Facility until the problem can be addressed by the appropriate Furlough Program staff. _____

M. OUTSIDE CONTACT

88. INMATE shall not have any contact, directly or indirectly, with any convicted felon or anyone under the supervision of DCR's Intake Services Center Division, except as may be required for INMATE's employment, participation in AA/NA meetings, and/or any other classes or programs INMATE is authorized or required to attend or participate in by (his/her) assigned Case Manager. _____

89. INMATE shall not have any contact, directly or indirectly, with any person using, possessing, or consuming any un-prescribed or illegal drug or any drug paraphernalia. _____

90. INMATE shall not have any contact, directly or indirectly, with any media personnel or media organization(s), including but not limited to (1) having any statement or writing recorded, printed, or otherwise delivered or published, and (2) being photographed, videotaped, or otherwise having any likeness of (him/herself) captured, recorded, or otherwise published or displayed, without the prior written approval of (his/her) assigned Case Manager. _____

91. INMATE shall not directly or indirectly send, deliver, or otherwise publish or display, in any form, including electronic, any photograph, video or other likeness of (him/herself). _____

92. INMATE shall not use or access, directly or indirectly any social network (e.g., Facebook, MySpace, Instagram, etc.). _____

93. INMATE shall not accept responsibility or guardianship, custody, care, charge or supervision of any other person. _____

94. INMATE shall immediately notify Furlough Program staff or DCR security staff of any contact (he/she) has with law enforcement, including but not limited to any police officer, deputy sheriff, or parole officer. _____

N. MEDICAL

95. INMATE shall remain under the care of the following DCR Medical Unit (“Designated MU”) throughout (his/her) participation in the Furlough Program:

[FACILITY MEDICAL UNIT]

[STREET ADDRESS]

[CITY, STATE, ZIP]

96. INMATE must obtain the prior written approval of (his/her) Designated MU for all medical appointments, auxiliary aids/services/durable medical equipment and medications.

97. INMATE shall not take any medication whether prescribed or unprescribed, or purchase/rent any auxiliary aid/service/durable medical equipment without the prior written approval of (his/her) Designated MU.

98. INMATE shall not introduce into (his/her) body medication or chemical substances of any type, by any method, except when prescribed and administered under the medical supervision of (his/her) Designated MU or other vendor authorized by DCR to prescribe and administer such substances to INMATE.

99. INMATE shall not obtain any health care services other than those provided by (his/her) MU, without prior written approval of (his/her) Designated MU.

100. In the case of a medical emergency (e.g. heart attack, stroke, or any other medical condition or injury requiring immediate medical attention at the nearest emergency room), INMATE shall report the reason for and nature of the medical emergency to (his/her) Designated MU immediately upon the passing of the medical emergency.

O. FINANCIAL

101. INMATE shall be responsible for all expenses related to (his/her) participation in the Furlough Program.

102. INMATE shall pay room and board in the amount of \$ [#] per day or \$ [#] per month beginning after (he/she) secures employment with the exact time frame to be determined and approved by the assigned case manager.

103. 25% of INMATE’s net earnings (e.g. wages, salaries, tips, etc.) while participating in the Furlough Program shall be used to pay any outstanding restitution and/or amount due to the Crime Victim Compensation Commission (“CVCC”), if applicable.

104. INMATE shall not apply for or accept any State or Federal public assistance benefits or any other State or Federal assistance either for (him/herself) or for any other person, except as otherwise permitted by law.

105. INMATE shall not open or otherwise establish or maintain any checking account and/or credit/charge cards at any financial institution.

106. INMATE shall not use or possess any ATM or debit card.

107. INMATE shall not withdraw any funds from (his/her) inmate account without the prior written approval of (his/her) assigned Case Manager (including purchasing/renting auxiliary aides, services/durable medical equipment).

108. INMATE shall not obtain or co-sign for any loan or in any way borrow money, whether for (him/herself) or for any other person, formally or informally.

109. INMATE shall not enter into or otherwise involve (him/herself) in any type of agreement, whether verbal or in writing, without the prior written approval of (his/her) assigned Case Manager **and only** as may be required for INMATE’s employment, participation in AA/NA meetings, and/or any other classes or programs INMATE is authorized or required to attend or participate in by (his/her) assigned Case Manager.

P. TRANSPORTATION

110. INMATE shall not operate or otherwise use or employ any means of transportation without the prior written approval of (his/her) assigned Case Manager. _____

111. INMATE shall submit a copy of (his/her) valid driver’s license and copies of all insurance, registration, and safety inspection documents for all vehicles to be used by INMATE (“Transportation Documents”) to (his/her) assigned Case Manager prior to being given the approval required by paragraph 110, above. _____

112. INMATE shall be responsible for keeping and maintaining current and valid Transportation Documents in accordance with all applicable State, Federal, and County laws. _____

Q. COMPLIANCE

113. INMATE shall ensure that (he/she) can be physically located **at all times** by (his/her) assigned Case Manager any time (he/she) is released from the Designated Facility. _____

114. INMATE shall submit to urinalysis or similar assessment tests as directed by (his/her) assigned Case Manager, Unit Manager, or Community Based Administrator. _____

115. INMATE shall submit to (his/her) assigned Case Manager, immediately upon returning to the Designated Facility, a job seeking form signed by each prospective employer INMATE visited in every instance where INMATE is released on furlough for the purpose of obtaining work. _____

116. INMATE shall submit to (his/her) assigned Case Manager, immediately upon receipt, the monthly telephone bill for (his/her) Designated Landline for every month or any portion thereof that INMATE is allowed to reside at the Designated Residence. _____

117. INMATE shall submit to (his/her) assigned Case Manager, immediately upon receipt, all copies of employee worksheets and work schedules. _____

118. INMATE shall submit to (his/her) assigned Case Manager, immediately upon receipt, any and all wages, salaries, tips, pay stubs, and/or any other forms of payment or records of payment received as an employee throughout (his/her) participation in the Furlough Program. _____

119. INMATE shall complete and submit to (his/her) assigned Case Manager on a weekly basis, a detailed budget worksheet (narrative) that includes a line-item of all of (his/her) expenses for the previous week.

120. INMATE shall submit to (his/her) assigned Case Manager on a weekly basis, receipts for all purchases made in the previous week for the purpose of monitoring all purchases made. _____

121. INMATE shall immediately notify (his/her) assigned Case Manager of any situations, circumstances, or other concerns that may interfere with (his/her) ability to comply with any of the terms of this AGREEMENT. _____

122. INMATE shall submit any notices, submissions, reports, requests for approval required by this AGREEMENT directly to the appropriate person or persons, as follows: _____

[ASSIGNED CM] _____
[FACILITY] _____
[STREET ADDRESS] _____
[CITY, STATE, ZIP] _____
[PHONE #] _____

[MEDICAL UNIT] _____
[FACILITY] _____
[ADDRESS] _____
[CITY, STATE, ZIP] _____
[PHONE #] _____

PART III - FURLOUGH DATE

123. INMATE's participation in the Furlough Program shall commence on/or about: [DATE]
("Furlough Date"). _____

124. Any and all terms of this AGREEMENT are binding and enforceable against INMATE as of the Furlough Date. _____

PART IV - ENFORCEMENT

A. CRIMINAL PENALTIES - ESCAPE

125. The following conduct in violation of the terms of the AGREEMENT shall constitute "escape," and subject INMATE to criminal prosecution and penalties pursuant to §§ 710-1020 and 710-1021 of the Hawaii Revised Statutes: _____

a. INMATE's failure to be physically present at the Designated Facility at any time throughout (his/her) participation in the Furlough Program without a valid, unexpired Pass issued pursuant to this AGREEMENT; _____

b. INMATE's failure to be physically present at the Designated Residence **between** [START] hours and [END] hours anytime INMATE has been issued a Pass which allows (him/her) to reside away from the Designated Facility; _____

c. INMATE's failure to return to the Designated Facility by the date and time set forth on any Pass issued pursuant to this AGREEMENT; _____

d. INMATE's failure to immediately return to the Designated Facility or Designated Residence if (he/she) is unable to report to (his/her) place of employment/worksites/class or is dismissed early from work/school by (his/her) employer, for any reason; _____

e. INMATE's failure to immediately return to the Designated Facility or Designated Residence if (he/she) is unable to report to any scheduled class or is dismissed early from (his/her) scheduled class by (his/her) instructor or other post-secondary or educational/vocational institution designee, for any reason; _____

f. INMATE's failure to immediately return to the Designated Facility if there is any unforeseen loss of (his/her) Designated Residence (e.g. fire, eviction, etc.); _____

g. INMATE's failure to immediately return to the Designated Facility if (he/she) encounters any problem or problems with (his/her) assigned EMS/GPS Device; and _____

h. INMATE's failure to return to the Designated Facility when directed to by (his/her) assigned Case Manager, Unit Manager, or Community Based Administrator. _____

B. ADMINISTRATIVE PENALTIES

126. In addition to the criminal prosecution and penalties described in paragraph 125, above, INMATE's failure to comply with any term or terms of this AGREEMENT may subject INMATE to being retaken and/or other disciplinary action, including but not limited to assignment to a greater control status, forfeiture of various privileges within the Furlough Program, or cancellation of this AGREEMENT and termination of the INMATE's participation in the Furlough Program. _____

127. Cancellation of this AGREEMENT and termination of the INMATE's participation in the Furlough Program shall result in the INMATE's immediate return to the Holding Unit. _____

128. All of INMATE's property in the possession of DCR shall be disposed of on 31st consecutive day INMATE is absent from the Designated Facility without authorization. _____

129. INMATE shall not hold the State of Hawaii, DCR, or the Designated Facility liable or accountable for any property lost, stolen, destroyed, or otherwise disposed of the 31st consecutive day INMATE is absent from the Designated Facility without authorization. _____

PART V - ENTIRE AGREEMENT

130. This AGREEMENT constitutes the entire agreement of the PARTIES hereto and supersedes any and all prior agreements or understandings between the PARTIES, whether written or oral, regarding INMATE’s participation in the Furlough Program. _____

PART VI - ACKNOWLEDGEMENT AND CERTIFICATIONS

131. By affixing (his/her) signature on the line provided below, INMATE acknowledges and certifies (1) that (he/she) has read and understood the AGREEMENT in its entirety, (2) that (his/her) assigned case manager reviewed the entire AGREEMENT with INMATE to ensure that (he/she) fully understands the AGREEMENT in its entirety, and (3) that (he/she) knowingly, intelligently, and voluntarily enters into and executes this AGREEMENT with a full and complete understanding of the all of the terms of the AGREEMENT and the possible consequences, both criminal and administrative, of non-compliance.

INMATE:

- ☐ Completed with the assistance of an interpreter (Interpreter Certification Form attached).
- ☐ Disability accommodation(s) made (Communication and Language Access Form attached).

[INMATE FIRST NAME, LAST NAME]

132. The undersigned case manager certifies, by affixing (his/her) signature on the line provided below, that(he/she) reviewed the entire AGREEMENT with INMATE to ensure that (he/she) fully understands the AGREEMENT in its entirety, the significance of entering into and executing the AGREEMENT, and the criminal and administrative penalties that will apply should (he/she) violate the terms and conditions of the AGREEMENT.

WITNESSED:

NOTED:

[CASE MANAGER NAME] Date
Case Manager

[SUPERVISOR NAME] Date
[SUPERVISOR TITLE]

133. The undersigned Warden certifies, by affixing (his/her) signature on the line provided below, that this Agreement with INMATE is authorized by DCR.

FOR THE DEPARTMENT OF CORRECTIONS & REHABILITATION:

[WARDEN NAME] Date
Warden

DESTINATION RELEASED TO: Name of Place of Employment/Education/Other: _____

(Designated Residence _____ or Place of Employment/Education _____ or Other _____)

Hours: _____ Arrival Time: _____ Depart Time: _____

Name of Contact: _____ Signature: _____

Street Address, City, State» ZIP Code, Phone#:

DESTINATION RELEASED TO: Name of Place of Employment/Education/Other: _____

(Designated Residence _____ or Place of Employment/Education _____ or Other _____)

Hours: _____ Arrival Time: _____ Depart Time: _____

Name of Contact: _____ Signature: _____

Street Address, City, State» ZIP Code, Phone#:

DESTINATION RELEASED TO: Name of Place of Employment/Education/Other: _____

(Designated Residence _____ or Place of Employment/Education _____ or Other _____)

Hours: _____ Arrival Time: _____ Depart Time: _____

Name of Contact: _____ Signature: _____

Street Address, City, State» ZIP Code, Phone#:

DESTINATION RELEASED TO: Name of Place of Employment/Education/Other: _____

(Designated Residence _____ or Place of Employment/Education _____ or Other _____)

Hours: _____ Arrival Time: _____ Depart Time: _____

Name of Contact: _____ Signature: _____

Street Address, City, State» ZIP Code, Phone#:

DESTINATION RELEASED TO: Name of Place of Employment/Education/Other: _____

(Designated Residence _____ or Place of Employment/Education _____ or Other _____)

Hours: _____ Arrival Time: _____ Depart Time: _____

Name of Contact: _____ Signature: _____

Street Address, City, State» ZIP Code, Phone#:

DESTINATION RELEASED TO: Name of Place of Employment/Education/Other: _____

(Designated Residence _____ or Place of Employment/Education _____ or Other _____)

Hours: _____ Arrival Time: _____ Depart Time: _____

Name of Contact: _____ Signature: _____

Street Address, City, State» ZIP Code, Phone#:

FACILITY CONTACT INFORMATION

Person of Contact/Title: _____

Address: _____

PH#: _____

IN CASE OF EMERGENCY (24/7):

Central Control

PH: _____

STATE OF HAWAII
DEPARTMENT OF CORRECTIONS AND
REHABILITATION

ACKNOWLEDGMENT OF RECEIPT

I, _____, acknowledge and certify that I have received a fully
(Last Name, First Name and SID)
executed copy of the Furlough Agreement ("AGREEMENT"), dated _____, after having
(Date of Agreement)
read and understood the AGREEMENT in its entirety with the assistance of _____,
(Name of Case Manager)
my assigned case manager (and _____, my _____ language
(Name of Interpreter) (Language)
interpreter), and having knowingly, intelligently, and voluntarily entered into and executed the
AGREEMENT with a full and complete understanding of all of the terms therein and the possible
consequences, both criminal and administrative, of non-compliance.

INMATE:

Signature Date

INTERPRETER CERTIFICATION

Applicable _____ No Applicable _____

I, _____, hereby acknowledge and certify that on _____, I
(Name of Interpreter) (Date)

truthfully and faithfully interpreted this Acknowledgment of Receipt from English to

_____ for INMATE _____, to the best of my
(Language) (Name and SID)

ability.

INTERPRETER:

Signature Date

Address: _____

Phone: _____

STATE OF HAWAII
DEPARTMENT OF CORRECTIONS &
REHABILITATION

INTERPRETER CERTIFICATION

☐ Language Interpretation ☐ Sign Language Interpretation

I, «First Name» «Last Name», hereby acknowledge and certify that on «Date», I truly and faithfully interpreted from English to «Specify Language» and from «Specify Language» to English all documents reviewed and discussions had by and between INMATE «Last Name», «First Name»/«SID» (“INMATE”) and INMATE’s assigned case manager, «Assigned Case Manager», to the best of my ability.

INTERPRETER:

«First Name» «Last Name» Date

Contact Information:

**STATE OF HAWAII
DEPARTMENT OF CORRECTIONS &
REHABILITATION**

ADMINISTRATIVE ORDER FORM

Date

TO: _____ ("INMATE")
First Name Last Name Inmate ID

FROM: _____
Assigned Case Manager

PART I – ADMINISTRATIVE ORDER

YOU ARE HEREBY ORDERED as follows:

Inmate Initials

- | | | |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |

PART II – ADMINISTRATIVE PENALTIES

Failure to follow this ADMINISTRATIVE ORDER at any time will result in disciplinary proceedings being initiated against you for refusing to obey an order of a correctional staff member and/or failure to follow all instructions given to you by your assigned Case Manager. _____

Incurring three (3) or more violations of this order within a six (6) month period may also subject you to (1) a Classification Program hearing, which could result in your reclassification, or (2) the termination of your participation in the Furlough Program. _____

PART III – ACKNOWLEDGMENT AND CERTIFICATION

By affixing (his/her) signature on the line provided below, INMATE acknowledges and certifies (1) that (he/she) has read and understood the ADMINISTRATIVE ORDER in its entirety, (2) that (his/her) assigned case manager reviewed the entire ADMINISTRATIVE ORDER with INMATE to ensure that (he/she) fully understands the ADMINISTRATIVE ORDER in its entirety, and (3) that (he/she) fully and completely understands all of the terms of the ADMINISTRATIVE ORDER and the possible consequences of violating the ADMINISTRATIVE ORDER.

INMATE:

- ☐ **Completed with the assistance of an interpreter (Interpreter Certification form attach).**
- ☐ **Disability Accommodation(s) made (Disability Accommodation Form attached).**

Inmate Signature

Date

The undersigned case manager certifies, by affixing (his/her) signature on the line provided below, that (he/she) reviewed the entire ADMINISTRATIVE ORDER FORM with INMATE to ensure that (he/she) fully understands the ADMINISTRATIVE ORDER in its entirety and the administrative penalties that will apply should INMATE violate the ADMINISTRATIVE ORDER.

WITNESSED:

Assigned Case Manager Signature

Date

STATE OF HAWAII
DEPARTMENT OF CORRECTIONS AND REHABILITATION
COMMUNICATION AND LANGUAGE ACCESS FORM

I, _____ hereby acknowledge and certify that on _____, I provided INMATE
Assigned Case Manager Date

_____ with one or more of the following disability accommodations or limited
Last Name, First Name/SID

English proficiency needs:

ACCOMMODATION/NEED (check all that apply):

☐ Auxiliary aid or service: _____

☐ Sign Language Interpreter

☐ Reader

☐ Magnifier:

☐ Large Print

☐ Representative signer, if used: _____

☐ Language Interpreter: _____

☐ _____

☐ _____

CERTIFICATION:

Assigned Case Manager
Case Manager

Date