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|  | <b>DEPARTMENT OF PUBLIC SAFETY</b><br><br><b>CORRECTIONS ADMINISTRATION</b><br><b>POLICY AND PROCEDURES</b> | <b>EFFECTIVE DATE:</b><br>MAR 14 1995             | <b>POLICY NO.:</b><br>COR.19.03 |
|   |   | <b>SUPERSEDES (Policy No. &amp; Date):</b><br>NEW |                                 |
| <b>SUBJECT:</b><br><b>CONTRACT SERVICES AGENCIES &amp; EMPLOYEES</b>              |   | Page 1 of 11                                      |                                 |

No. 95-28548

## 1.0 PURPOSE

To establish standards and guidelines governing the conduct of Contract Agency Employees and Contract Employees who provide specific services for the Department of Public Safety's correctional institutions.

## 2.0 REFERENCES and DEFINITIONS

### .1 References

- a. Hawaii Revised Statutes, Chapter 42D, Section 42D-8 Contracts; Chapter 90, State Policy Concerning The Utilization of Volunteer Services.
- b. Manual of Standards for Adult Correctional Institutions, American Correctional Association, 3rd Edition, Standards 3-4059: Criminal Background Check, and Standards 3-4111 to 3-4119: Citizen Involvement and Volunteers.
- c. Department Policy COR.19.02 Volunteer Services
- d. Department Policy 493.08.02 Searches of Visitors and Staff
- e. Department Policy COR.03.12 Employee Inmate Conduct
- f. Department Policy ADM.03.01 Ethics Code, Gifts and Acceptance of Gifts, Unwarranted Privileges.

### .2 Definitions

- a. **Contract:** A formal agreement between the Department and agency or an individual to provide specific services as stated.
- b. **Contract Agency Employee:** An employee hired by an agency contracted by the Department of Public Safety to provide a specific service.
- c. **Contract Employee:** An employee contracted directly by the Department of Public Safety to provide a specific service. Also

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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 PSD. Student interns may or may not receive a stipend from the particular programs they are assigned.

- d. Corrections Program Services Administrator: Administrator of the Corrections Program Division.
- e. Warden: Administrator of a correctional institution.
- f. Volunteer Officer: Administrator of the Volunteer Services Program.
- g. Substance Abuse Services Coordinator: Administrator of the Substance Abuse Treatment Program.
- h. Sex Offender Treatment Program Officer: Administrator of the Sex Offender Treatment Program.
- i. Educational Services Officer: Administrator of the Educational Program.
- j. Library Services Officer: Administrator of the Library Program.
- k. Food Service Officer: Administrator of the Food Service Program.
- l. Religious Program Manager: Administrator of the Religious Services Program.
- m. Offender Services Supervisor: Supervisor of offender services in a correctional institution.
- n. Site Supervisor: Supervisor of a site where services are provided. (i.e., Education Specialist in learning centers)

### 3.0 POLICY

It is the policy of the Department to provide guidelines for all those who are entering the correctional institutions under contract with the Department (i.e.,

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Substance Abuse Counselors, Part-time Teachers, Clinical Psychologist for Sex Offenders).

Note: Contract agency employees or contract employees are to supplement already established correctional positions and are not to displace any paid worker. This does not mean that contract agency employees or contract employees cannot apply for paid positions.

**4.0 PROCEDURES**

**.1 Responsibilities**

**a. Corrections Program Services Administrator (CPSA)**

- 1) Assists CPS Officers (includes the following: Education Services Officer; Food Services Officer; Library Services Officer; Religious Program Manager; Sex Offender Treatment Program Officer; Substance Abuse Treatment Program Officer; Volunteer Services Officer) in the acquisition of appropriate funding from the State Legislature 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 or contract employees.
- 4) Adequately trains CPS Officers in appropriate monitoring of contract agency employees or contract employees.

**b. Corrections Program Services Officers**

- 1) Assists CPSA in the acquisition of appropriate funding from the State Legislature or Federal Funding Sources.
- 2) Allocates adequate staffing resources for facilities.
- 3) Contracts with appropriate individuals or agencies to provide specific and/or specialized services for incarcerated individuals.

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- a) Ensures that contracts contains clear provisions relating to the entry of the correctional facilities and conduct of employee while in the correctional facilities.
  - b) Ensures that all Contracted Agencies, Employees and Students understand clearly that State and Federal Criminal Background Checks will be conducted as required by the Department. The Department and/or the Warden of each facility has the discretion to deny access to a correctional facility based on the criminal background check's outcome.
  - c) Requires that contract agencies submit list of names of all their employees who will potentially provide services in the correctional facilities.
  - d) All Contract Agency Employees and Contract Employees must complete and sign the following forms "**CONTRACT AGENCY/CONTRACT EMPLOYEE INFORMATION**" (Note : This form includes statement that individual agrees to have criminal background check completed by the Department.) (DOC 8114 01/95), Attachment A and "**NOTICE OF CONSENT TO SEARCH**" (DOC 8252 01/95), Attachment C.
  - e) Contract Employees who are "**Students**" completing a practicum or internship are required to complete and sign the following forms "**CONTRACT UNIVERSITY STUDENT INFORMATION**" (DOC 8115 01/95), Attachment B, and "**NOTICE OF CONSENT TO SEARCH**" (DOC 8252 01/95), Attachment C.
  - f) Maintains on each agency and/or individual contracted. File should contain each of the applicable above-mentioned form.
- 4) Has criminal history of each individual affected by the contract reviewed via Department Identification Officer (DIO) and notifies facility Wardens affected of outcome.
  - 5) Familiarizes the contract agency employees or contract employees with PSD and facility P&Ps. Contract agency employees and

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contract employees should not be subject to stipulations and/or requirements not made of Visitors and/or Employees.

- 6) Allows staff time to be trained to work with, support, supervise, and/or train contract agency employees or contract employees.
- 7) Monitors supervises, and regularly evaluates the contracted agency employee or contract employees accordingly. Monitoring should include site visits, reviewing established files on inmates or progress of services provided, insuring that all services included by the contract are provided, record keeping of all monitoring events.
- 8) If the contract agency employee or contract employee is not supervised directly by the contracting supervisor (i.e. CPS Officer), then it must be established in contract. In addition, it should be stated in the contract who will be providing direct supervision and who is responsible for monitoring of the program and services provided.
- 9) Maintains information on each individual contracted or each individual from the contracted agency for emergency purposes.
- 10) Provides a copy of "Contract Agency/ Contract Employee Information" for each individual to site supervisor and Offender Services Supervisor. All forms should be stamped "**CONFIDENTIAL-PRIVACY**".
- 11) Notifies appropriate Wardens in writing of additions and deletions of individual contractual people. This should also include updates and stipulations to the contract(s) if necessary. In addition, carbon copies of listings should be routed appropriately (i.e., Deputy Wardens, Offender Services Administrators, Site/ Unit Supervisors, etc.) as indicated by the Warden.
- 12) Maintains communication with the Warden or designee of each affected facility.

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c. Wardens

- 1) Evaluates the criminal history of all contracted employees or agency employees and provides approval or disapproval for each individual.
- 2) Has discretionary power to refuse entry of contract agency employees or contract employees for reasonable cause and/or failure to follow proper procedures of the Department and/or Facility.
- 3) Oversees the contract agency employees' and contract employees' overall conduct within the correctional facility.
- 4) Maintains a confidential personal file on each Contract Agency Employee or Contract Employee for security and emergency purposes. One file may be maintained per agency. The file should contain:
  - a) "Contract Agency/ Contract Employee Information" (DOC. 8114 01/95), Attachment A. All forms should be filled out completely, signed and stamped "**CONFIDENTIAL-PRIVACY**".
  - b) "Notice of Consent to Search" (DOC 8252 01/95), Attachment C. All forms should be filled out completely and signed.
- 5) Maintains updated movement lists on said individuals.

d. Site Supervisor (If applicable)

- 1) Oversees the contract agency employees' and contract employees' overall conduct within the location of services provided.
- 2) Provides assistance, support, and guidance as needed for program.
- 3) Provides contracting supervisors with objective reports on progress and/or inadequacies with services provided by individual or agency.

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4) Keeps CPS Officer(s) and Offender Services Administrator/ Supervisor abreast of all services provided by the contracted individual(s)

e. Contract Agency/ Contract Employee

- 1) Completes and signs Contract Agency/ Contract Employee Information DOC 8114 (01/95), Attachment A, or Contract University Student Information Form DOC 8115 (01/95), Attachment B, will be stamped "**CONFIDENTIAL-PRIVACY**".
- 2) Completes and signs Notice of Consent to Search DOC 8252 (01/95), Attachment C.
- 3) Abides by all Departmental and Facility Policies and Procedures and rules and regulations. In addition, will not forgo any procedures as established by the Department and individual facilities.
- 4) Provides services as specified by contract.
- 5) Shall attend Volunteer Training or Orientation as set by PSD Supervisor.
- 6) Shall maintain CONFIDENTIALITY of Security Procedures and Operations.
- 7) Maintains communication with the Site Supervisor of the correctional institution.

**5.0 ELIGIBILITY OF CONTRACT AGENCY EMPLOYEE OR CONTRACT EMPLOYEE**

- a. Any person of good character, at least eighteen years of age, and qualified to provide the specific services contracted for. All credentials will be reviewed and must be approved by the departmental staff specializing in the area.
- b. Individuals under the auspices of another agency may be recommended by CPS Administrator or Officer(s) for facility entry, however, final approval shall be determined by the Warden(s) of affected facility/facilities.

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- c. Ex-Offenders and persons under the jurisdiction of a criminal justice agency shall not be allowed access to a correctional institution without written approval from the CPSA and Warden of facility.
- d. A relative of an inmate may not provide services to that inmate.
- e. A relative of an inmate may serve in the same facility where the resident is confined only with the written approval of the CPSA and Warden of the facility.
- f. No one on an inmate's visit list may provide services in the same facility without the written consent of the facility Warden.
- g. The Contract Agency/ Contract Employee Information form (DOC 8114 01/95), Attachment A, or the Contract University Student Information form (DOC 8115 01/95), Attachment B, and the Notice of Consent to Search form (DOC 8252 01/95), Attachment C must be filled out completely and signed by each individual and submitted to respective supervisors prior to admittance to facilities.

**6.0 PLACEMENT**

- a. Contract Agency Employees or Contract Employees will be placed in direct or indirect services according to specifics of their contracts.

**7.0 CONTRACT AGENCY EMPLOYEE OR CONTRACT EMPLOYEE'S BENEFITS**

- a. Meals may be provided without charge to students on contract working over four hours per shift, provided that their shift covers a meal period. When budgetary constraints do not permit eligible students with free meals, the student may purchase meal tickets with administrative approval. Contract Agency Employees or Contract Employees may purchase meal tickets with administrative approval providing that they work over four hours per shift and provided that their shift covers a meal period. The Warden shall have the discretion to withhold such meals on grounds of fiscal or resource limitations.

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**8.0. GRIEVANCES OF CONTRACT AGENCY EMPLOYEES OR CONTRACT EMPLOYEES SHALL BE PROCESSED FAIRLY AND PROMPTLY**

- a. Problems and conflicts concerning performance of duties or any other matter, excluding suspension or dismissal, shall be discussed between the individual(s) and the on-site supervisor and/or Departmental Officer.
- b. The individual(s) may submit a written statement to the on-site Supervisor and/or Departmental Officer detailing the problem.
- c. The on-site Supervisor and/or Departmental Officer shall meet with all parties involved in an attempt to resolve the problem.
- d. If the matter is not resolved, the Contract Agency Supervisor or Contract Employee may request mediation or review by the facility Warden and/or CPSA.

**9.0 EVALUATIONS**

- a. Students who have been contracted via the Universities shall have the opportunity to evaluate their placement periodically. Students shall discuss with their departmental supervisors and/or on-site supervisors their concerns and areas of difficulties. Students have the option of completing Volunteer's Evaluation of Placement (DOC 8104 01/95), Attachment D. Feedback to students is important for a successful learning experience.
- b. Contract Agency Employees and Contract Employees should be monitored regularly by departmental officer and/or on-site supervisor to insure that contracts are being fulfilled. Refer to responsibilities for particulars.

**10.0 TERMINATION**

- a. Contract Agency Employees or Contract Employee may be prohibited from entering facilities and/or terminated from services by the Department for any of the following reasons:
  - 1) Breach of Confidentiality (i.e., security procedures, inmates personal information, etc.).

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- 2) Unlawful conduct or breach of Departmental and/or facility rules and regulations.
  - 3) Failure to follow directions of their site supervisor without just cause.
  - 4) Any acts which threatens the order or safety of employees, inmates, or volunteers.
  - 5) 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.).
  - 6) Pending criminal charges or investigation.
- b. Allegations that the services of a Contract Agency Employee or Contract Employee are threatening the order and safety of the Department or facility shall be investigated by the facility security staff and will be followed up by the Department Officer and/or the on-site supervisor.
- 1) This investigation will be conducted and completed in a timely manner. Upon completion of the investigation, security will present his findings to the Warden, Departmental Officer and to the CPSA.
  - 2) If the allegations are substantiated, the Warden will determine the appropriate actions to be taken. If a Contract Agency Employee or Contract Employee is terminated via this means, the individual(s) involved will no longer be eligible to provide services for the Department.
- c. In the instance of suspension or termination, the individual(s) involved may be denied access to the facility, pending the outcome of the grievance procedure.
- 1) The Contract Agency Supervisor and/or Departmental Officer in charge of the contract 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.

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- 2) 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.
- 3) Copies of all relevant information will be forwarded to CPSA. Originals will be maintained by Departmental Officer in charge of the contract.

11.0 SCOPE

This policy applies to all correctional institutions and Contract Agency Employees and Contract Employees.

APPROVAL RECOMMENDED:

*Geni Penarosa*

Deputy Director for Corrections

*3/13/95*

Date

APPROVED:

*[Signature]*

Director

*3/14/95*

Date

STATE OF HAWAII

DEPARTMENT OF PUBLIC SAFETY

CONTRACT UNIVERSITY STUDENT INFORMATION

DATE: \_\_\_\_\_

STUDENT'S NAME: \_\_\_\_\_  
LAST FIRST MIDDLE

MAIDEN NAME OR ALIAS \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_  
STREET APARTMENT # CITY, STATE, ZIP CODE

TELEPHONE NUMBER(S): HOME: \_\_\_\_\_ BUSINESS: \_\_\_\_\_

PSD ON-SITE SUPERVISOR: \_\_\_\_\_ FACILITY: \_\_\_\_\_

TYPE OF PRACTICUM: \_\_\_\_\_

.....  
SOCIAL SECURITY NUMBER: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

EYES COLOR: \_\_\_\_\_ HAIR COLOR: \_\_\_\_\_ WEIGHT: \_\_\_\_\_ HEIGHT: \_\_\_\_\_

GLASSES: \_\_\_\_\_ CONTACTS: \_\_\_\_\_ TATTOOS: \_\_\_\_\_ MOLES: \_\_\_\_\_  
.....

UNIVERSITY: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

UNIVERSITY SUPERVISOR/TITLE: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

.....

Do you visit any person currently incarcerated in the State of Hawaii? (Circle One) YES NO

If yes, what is the inmate's name: \_\_\_\_\_ Facility \_\_\_\_\_

If more space is needed, please attach a separate sheet.

Have you ever been arrested? (Circle One) YES NO

If yes, fill out below.

| CHARGE | STATE | DATE  | PRESENT STATUS |
|--------|-------|-------|----------------|
| _____  | _____ | _____ | _____          |
| _____  | _____ | _____ | _____          |

If more space is needed, please attach a separate sheet.

STATE OF HAWAII

DEPARTMENT OF PUBLIC SAFETY

CONTRACT AGENCY/ CONTRACT EMPLOYEE INFORMATION

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_  
LAST FIRST MIDDLE

MAIDEN NAME OR ALIAS \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_  
STREET APARTMENT # CITY, STATE, ZIP CODE

TELEPHONE NUMBER(S): HOME: \_\_\_\_\_ BUSINESS: \_\_\_\_\_

PSD SUPERVISOR: \_\_\_\_\_ FACILITY: \_\_\_\_\_

TYPE OF CONTRACT: \_\_\_\_\_

.....  
SOCIAL SECURITY NUMBER: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

COLOR: \_\_\_\_\_ HAIR COLOR: \_\_\_\_\_ WEIGHT: \_\_\_\_\_ HEIGHT \_\_\_\_\_

GLASSES: \_\_\_\_\_ CONTACTS: \_\_\_\_\_ TATTOOS: \_\_\_\_\_ MOLES: \_\_\_\_\_  
.....

EMPLOYER: \_\_\_\_\_ POSITION TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUPERVISOR/TITLE: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

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Do you visit any person currently incarcerated in the State of Hawaii? (Circle One) YES NO

If yes, what is the inmate's name: \_\_\_\_\_ Facility \_\_\_\_\_

If more space is needed, please attach a separate sheet.

Have you ever been arrested? (Circle One) YES NO

If yes, fill out below.

| CHARGE | STATE | DATE  | PRESENT STATUS |
|--------|-------|-------|----------------|
| _____  | _____ | _____ | _____          |
| _____  | _____ | _____ | _____          |

If more space is needed, please attach a separate sheet.

STATE OF HAWAII  
DEPARTMENT OF PUBLIC SAFETY

**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 of 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 provide 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.

\_\_\_\_\_  
Visitor/ Employee Signature      Date

\_\_\_\_\_  
Print Name of Visitor/Employee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

STATE OF HAWAII  
DEPARTMENT OF PUBLIC SAFETY

**REQUEST FOR VOLUNTEERS**

Facility \_\_\_\_\_ Telephone \_\_\_\_\_ Date \_\_\_\_\_

Volunteer Job Title: \_\_\_\_\_

Duties: \_\_\_\_\_  
\_\_\_\_\_

Special Requirements: \_\_\_\_\_  
\_\_\_\_\_

Number of Volunteers wanted: \_\_\_\_\_ How many Male? \_\_\_\_\_ Female? \_\_\_\_\_

Circle the days of the week that you prefer to have the volunteer(s) available:

Sunday    Monday    Tuesday    Wednesday    Thursday    Friday    Saturday

Circle the time period the volunteer is needed:

8 am to 11 am    11 am to 2 pm    2 pm to 5 pm    5 pm to 8 pm

Other \_\_\_\_\_

Circle the minimum time commitment required of the volunteer:

Single Task    3 months    6 months    9 months    1 year    Other \_\_\_\_\_

Will the volunteer be required to use a vehicle in the job assignment? \_\_\_\_\_

If so, will a State vehicle be available for the volunteer's use? \_\_\_\_\_

Is your facility accessible to the handicapped? \_\_\_\_\_

Who will train the volunteer? \_\_\_\_\_

Who will be responsible for the supervision of the volunteer? \_\_\_\_\_

Additional Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_