

*See PWS Addendums for specific requirements, estimated population size, and expected risk of detainees.*

## **D. Facilities**

### **1. Detention Space**

The facility shall meet at a minimum all ACA and PBNDS 2011 revised 2016 requirements. Though not binding on existing detention space, the Contractor can also review the ICE Contract Detention Facility (CDF) Design Standards in Section J, Addendum D– CDF ICE Design Standards.

The Contractor is encouraged to go beyond any minimum requirements to provide optimal detention services.

Three updates to the CDF Design Standards are attached in Section J; Addendum E IHSC Design Standards, Addendum F EOIR Design Standards, and Addendum G Structured Cable Plant Standard design standards.

#### Business Permits and Licenses

The Contractor shall obtain all required permits and licenses by the date of contract award. The Contractor must (depending on the state's requirements) be licensed as a qualified security service company in accordance with the requirements of the district, municipality, county, and state in which the ICE work site is located. Throughout the term of this contract, the Contractor shall maintain current permits/business licenses and make copies available for Government inspection. The Contractor shall comply with all applicable federal, state, and local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.

ICE will review and approve all design documents and maintain approval of final inspection of the facility before occupancy.

*See PWS Addendums for specific requirements.*

### **2. USCIS Space**

*See PWS Addendums for specific requirements.*

### **3. Executive Office for Immigration Review (EOIR) Space**

*See PWS Addendums for specific requirements.*

### **4. ICE Administrative Space**

*See PWS Addendums for specific requirements.*

The Contractor is required to provide ICE Office and Support Space at or immediately adjacent to the Contractor provided detention facility.

All office, administrative, support and multiple use space shall be complete with appropriate electrical, communication, and phone/fax/VTC connections. VTC connections shall use a PRI (T1) connection at a minimum.

All furniture and case goods shall be furnished by the Contractor.

The ICE Administrative space shall be clean, free from mold, climate controlled, with an HVAC thermostat located outside a private office (within open space) controlling no more than 2,000 square feet. The ICE Administrative space shall be separate from, but accessible to, detainee housing units and the centralized visiting area. The ICE Administrative space shall also be secure and inaccessible to Contractor staff, except when specific permission is granted by on-site ICE staff. The Contractor shall be responsible for all maintenance, security, and janitorial costs associated with the ICE Administrative space. All janitorial and maintenance within the ICE administrative and support space is the responsibility of the contractor. All ICE administrative and support space shall be cleaned daily (between the hours of 8 a.m. and 4 p.m.) by Government cleared contractor janitorial staff. Contractor is responsible for coordinating clearance activities for their janitorial staff with the Government and for costs associated with clearance.

a) Additional Requirements for ICE Administrative Office Space

1) Furniture

All furniture and case goods shall be furnished by the Contractor. Any systems furniture, such as cubicles, shall be electrically hardwired to the building electrical support by the contractor, and have bottom raceways for data and telecommunications. The systems furniture must have knockouts within the bottoms raceways as well as numerous grommets within the work surface. The system furniture must have some universal requirements for a workspace to include; a desk, chair, desk storage, overhead storage (with locking flipper doors) and lighting capacity under the overhead storage.

Cubicles should be a standard size of a minimum of 190 usable square feet, unless otherwise authorized by the COR.

*See PWS Addendums for additional specific requirements.*

2) ICE Information Technology (IT) Equipment

ICE will provide and install IT equipment in office spaces for ICE personnel only, to include CPUs, screens, printers, and fax machines.

*See PWS Addendums for additional specific requirements.*

3) Communication and VTC

The Contractor is responsible for providing phone/fax/Internet/VTC services through their local provider and responsible for the costs for such services.

**5. Virtual Attorney Visitation Capability**

Virtual attorney visitation is an established facility protocol that allows attorneys (or legal representatives) to contact the facility and schedule video teleconference (VTC) visitation with their detainee client(s) at least 24-hours in advance of the desired teleconference.

The facility plant layout and design will accommodate virtual attorney visitation. The utilized space/room must be private, allowing for confidential attorney-client conversations, and must be equipped with video teleconference equipment and/or tablet(s) permitting both visual and audio communications.

The room must also have a windowed door or other mechanism that allows detainee observation for safety. While the designated space and equipment can be utilized for other purposes, it is expected that virtual attorney visitation will be made available for at least six (6) hours each day.

**6. Parking Spaces at the Contracted Detention Facility:**

The Contractor shall provide hard surface (concrete) parking for all ICE employees and visitors at no additional cost. The Contractor must provide ICE Employee parking in a secure surface (concrete) striped parking lot. The ICE employee parking shall be well lit and shall drain well. The ICE employee parking shall be striped and have reserved spaces painted as directed by the COR or designated ICE official. The ICE employee parking shall have an automated entrance and exit gate, operated by the contractor provided building access badge system.

The Contractor shall provide an on-site hard surface (concrete) parking lot for visitors. Street parking for ICE visitors is not acceptable.

*See PWS Addendums for additional specific requirements.*

**E. Armed Transportation Services:**

1. The Contractor shall provide all such ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COR or designated ICE official, including the transportation of detainees to various appointments. Regular transportation to key sites shall be provided as necessary and additional transportation requirements as requested by the COR or designated ICE official. When officers are not providing transportation services, the Contractor shall assign the

employees to supplement security duties within the facility. However, the primary function of these officers is transportation. Duties performed by these officers shall not incur any additional expenses to the Government.

The Contractor shall assign, at a minimum, two-person teams of transportation officers whenever necessary throughout a 24-hour period, 7 days a week, including weekends and holidays. When transporting detainees of the opposite gender, assigned transportation staff shall call in their time of departure and odometer reading; and then do so again upon arrival, to account for their time. Except in emergency situations, a single transportation staff member may not transport a single detainee of the opposite gender. Further, if there is an expectation that a pat down will occur during transport, an assigned transportation staff member of the same gender as the detainee(s) must be present.

2. The Contractor shall furnish suitable vehicles in good condition, approved by the Government and in-line with the PBNDS 2011 requirements, to safely provide the required transportation services per facility as listed below. The Contractor shall comply with all federal and state laws with regard to inspections, licensing, and registration for all vehicles used for transportation. The Contractor shall provide parking spaces for the required vehicles at the facility.

Nothing in this contract shall restrict the Contractor from acquiring additional vehicles as deemed necessary by the Contractor at no cost to the Government. The Contractor shall not allow employees to use their privately-owned vehicles to transport detainees. The Contractor shall furnish vehicles equipped with interior security features in accordance with PBNDS 2011. The Contractor shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation. Vehicles furnished by the Contractor shall be equipped with interior security features such as, but not limited to:

(b)(7)(E)

3. If ICE authorizes the Contractor to use Government furnished vehicles, the following requirements apply to this agreement.
  - a) The Government will provide the Contractor with Government Vehicles and Government Fleet Cards (for the purchase of fuel) for the purpose of transporting detainees to and from ICE designated facilities (see Route List or Analysis), or alternative transportation sites, in support of ERO transportation needs under this agreement. The vehicles assigned for this purpose will remain the property of the Federal Government, and all costs associated with the operation and use of the vehicles, such as, but not limited to, vehicle maintenance and fuel, will be covered through the Government's Fleet Management Program.

- b) The Contractor agrees to be responsible for reimbursement to ICE for any damages sustained by the vehicles as a result of any act or omission on the part of the Contractor, its employees and or persons acting on behalf of the Contractor. The Contractor shall be responsible to promptly report any accidents or damage to the Government Vehicles in accordance with the ICE Management Directives listed below and any other ICE policies that pertain to reporting such damage. The Contractor agrees to fully cooperate and assist ICE in making any claims against a third party at fault for causing the property damage to the Government Vehicles.
  - c) In addition, the Contractor agrees to hold harmless, indemnify, and assume financial responsibility for any claims or litigations filed by persons sustaining personal injuries or property damage for incidents or accidents caused by the negligent acts or omissions of the Contractor, agents, or other persons acting on behalf of the Contractor. The Contractor agrees to fully cooperate and assist ICE in the defense of any claims made against ICE, and in the event of a settlement or judgment entered against ICE for the negligent acts or omissions of the Contractor employees or agents, the Contractor agrees to reimburse ICE for said settlement or adverse judgment.
  - d) In order for ICE to maintain accurate fleet records of the transportation services, the Contractor officers utilizing the vehicles shall complete specific documentation that will be provided by ICE, to record the times of vehicle usage for proper hourly guard reimbursement, and to record the inspection of the vehicles for damage each time the vehicles are used.
  - e) The COR will provide forms to the Contractor to request and authorize routine maintenance of vehicles.
  - f) The Contractor shall be responsible for any costs or expenses associated with the return of the vehicles, to include, towing charges, title replacement fees, or licensing expenses made necessary by the loss of any paperwork associated with the vehicles.
4. The Contractor personnel provided for transportation services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those Contractor personnel provided in the other areas of this contract. Transportation officers shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and meet the federal and state licensing requirements.
  5. All transportation Detention Officers shall be armed in the performance of these duties. The Contractor shall supply and maintain restraining equipment, per PBNDS 2011 Standard 1.3 "Transportation (by Land)." ICE personnel reserve the right to approve such restraining equipment, as well as the right to inspect such restraining equipment.
  6. The Contractor shall comply with ICE transportation standards related to the number of hours the Contractor employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COR or designated ICE

official; overnight lodging expenses shall be billed at rates not to exceed the applicable GSA per diem rates. Transportation shall be accomplished in the most economical manner and in accordance with the applicable GSA per diem rates.

7. The Contractor shall, upon order of the COR, or upon his or her own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COR. The Contractor shall then transport the detainee to the detention site.
8. The COR may direct the Contractor to transport detainees to unspecified, miscellaneous locations, within a 250-mile radius of the facility.
9. When the COR or ICE-designated official provides documents to the Contractor concerning the detainee(s) to be transported and/or escorted, the Contractor shall deliver these documents only to the named authorized recipients or his or her designee. The Contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
10. The Contractor shall establish a fully operational communication system compatible with ICE communication equipment that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COR shall be provided with the current status of all vehicles and post assignment employees.
11. Failure of the Contractor to comply fully with the detainee(s) departure as pre-scheduled may result in the Contractor having deductions made for non-performance.
12. ICE anticipates normal transportation requirements other than hospital visits and local needs. In addition to unspecified or miscellaneous locations, the contract facility must support transportation to and from locations as directed by ICE COR or designee. All transportation reports must be submitted to the COR within two business days of trip completion.

*See PWS Addendums for specific requirements.*

13. Monthly Status Report: The report will include at a minimum the information required for each G-391 for every trip as indicated in the G-391 Upload Template attachment (see Attachment 5 and 5A). A breakdown of hours and personnel will also be provided and divided into Transportation Guard Hours and Stationary Guard Hours. This breakdown will be provided on a monthly basis in the contractor's format along with the G-391 Upload Template and emailed to the COR. A breakdown of vehicles used (year, model, and capacity) will also be required if the contractor is using contractor owned vehicles. This information will be available electronically to government users and submitted in addition to the invoice each month. The Government reserves the right to update the attached G-391 Upload Template or to provide an updated means of uploading

transportation data to fix issues, expand capabilities, and improve performance of the worksheet.

#### **F. On-Call Stationary Guard Services**

1. The Contractor shall provide on call guard services as requested by the COR or ICE-designated official and shall include, but is not limited to, escorting and guarding detainees to medical or doctor appointments; hearings; ICE interviews; and any other remote location requested by the COR or designated ICE official. Qualified guard personnel employed by the Contractor under its policies, procedures, and practices will perform such services. The Contractor agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Upon the order of the COR or designated ICE official or in an emergency, the contractor shall provide an officer to safeguard the detainee(s) at a medical facility while undergoing medical examination or treatment as either inpatient or outpatient care. Such assignments may include but are not restricted to medical appointments of detainees. The detainee shall be kept under constant supervision. Public contact is prohibited unless authorized in advance by the COR.
2. The numbers and frequency of these services shall vary, but to the extent possible, the COR or ICE-designated official shall notify the contractor four hours in advance of such need and of a schedule for the remote post to be manned. One guard shall be authorized for such post unless the COR specifies additional guards are required.
3. The following notes are applicable to the above posts:
  - a) All on call posts require at least one guard that is of the same sex as the detainee.
  - b) Additional officers for each post assignment may be required at the direction of the COR when operationally necessary.
  - c) All necessary meals shall be provided by the contractor when the detainees(s) are in the custody of the contractor.
  - d) COR shall guarantee a minimum of two hours for each on call post directed.
  - e) The contractor remains responsible for providing security and preventing escapes.

The itemized monthly invoice for such on call guard services shall state the number of hours being billed, the duration of the billing (times and dates to include travel to and from location being guarded) and the names and "A" numbers of the detainees who were guarded. Such services shall be denoted as a separate item on submitted invoices. ICE agrees to reimburse the Contractor for actual on call guard services provided at the negotiated rate.

### **III. GENERAL**

#### **A. Notification and Public Disclosures**

There shall be no public disclosures regarding this contract made by the Contractor (or any subcontractors) without review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer. The Government considers such information privileged or confidential.

#### **B. Records**

All records related to contract performance shall be retained in a retrievable format for three (3) years. Except as otherwise expressly provided in this PWS, the Contractor shall, upon completion or termination of the resulting contract, transmit to the Government any records related to performance of the contract, in a format acceptable to the CO and COR.

The Contractor shall comply with all statutes, regulations, and guidelines from the National Archives and Records Administration. Records and information management functions are required and mandated by the following laws and regulations: Chapters 21, 29, 31, and 33 of Title 44, United States Code; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB Circular A-130; and DOJ Order 2710.8A, *Removal and Maintenance of Documents*. Criminal penalties for unlawfully destroying, damaging, removing, or improperly handling or releasing federal records are addressed in Chapters 37 and 101 of Title 18, United States Code.

The Contractor shall notify the COR when a member of the United States Congress or any media outlet requests information or makes a request to visit the facility. All such visits shall be in compliance with PBNDS 2011, Standard 7.2 "Interviews and Tours." The Contractor shall coordinate all public information related issues with the CO. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs, which can be reached through the Internet website: <http://www.ice.gov/about/news/contact.htm>.

The Contractor shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the United States Government in any public presentations they make or articles they write that relate to any aspect of contract performance or the facility operations.

All detainee files are to be prepared, maintained, retired, and disposed of in accordance with ICE policy. Policy and procedures shall be developed to ensure the confidentiality and security of all detainee files. The Contractor shall be responsible for detainee record keeping services and personal property. See Section J, Attachment 9, Personal Property Operations Handbook.

The Contractor shall safeguard all records related to the operation of the facility.

Except as provided below in the below paragraph, all records acquired or generated by the contractor in the contracting process or its performance of this contract or as a result of this contract, including records classified as Privacy Act systems of records, are federal records under the control of ICE and all determinations regarding the disclosure of this information will be made by ICE in accordance with applicable federal laws, regulations, policies, and executive orders or as ordered by a court. Insofar as any documents created by the contractor contain any information related to one or more ICE detainees, these records shall be the property of the ICE and all determinations regarding the disclosure of this information will be made by ICE In accordance with s applicable federal laws, regulations, policies, and executive orders or as ordered by a court. To the extent the contractor intends to release the contract or any information relating to the contract, the contractor agrees to coordinate with the ICE Contracting Officer and obtain ICE concurrence prior to any such release. ICE will comply with the provisions set forth in 6 C.F.R §5.7 “Confidential Commercial Information,” as applicable, in the event ICE intends to release the contract documents or any information relating to this contract, including clause (e) “Opportunity to Object to Disclosure” thereof,

Contractor-owned records are considered the property of the contractor and are not within the scope of the paragraph above. Contractor-owned records include the following: (1) contractor’s employment-related records, (2) contractor’s patents, copyright, and trademark applications, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government, (3) contractor’ non-public financial records not related to the performance of this contract, and (4) contractor’s records that are not related to performance of this contract. .

All records acquired or generated by the contractor related to this contract and in possession of the contractor, including those described in the two paragraphs above, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.

This clause applies to all records created, received and maintained by the contractor without regard to the date of origination of such records, including all records acquired from a predecessor contractor or predecessor contract or IGSA. The requirements of this clause shall flow down to any and all subcontractors of the contractor in performance of this contract.

### **C. Right of Refusal**

The Contractor retains the right to refuse acceptance of any detainee if such refusal is supported by a valid justification. Examples of such justification are: any detainee found to have a medical condition that requires medical care beyond the scope of the Contractor’s

health care provider. In the case of a detainee already in custody, the Contractor shall notify ICE and request such removal of the detainee from the Contractor's facility. The Contractor shall allow ICE reasonable time to make alternative arrangements for the detainee.

#### **D. Hold Harmless**

The Contractor shall protect, defend, indemnify, save, and hold harmless the United States Government and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgments and liability arising out of, or in connection with, any negligent acts or omissions of the Contractor, its agents, sub-contractors, employees, assignees, or anyone for whom the Contractor may be responsible. The Contractor shall also be liable for any and all costs, expenses, and attorney's fees incurred as a result of any such claim, demand, cause of action, judgment, or liability, including those costs, expenses, and attorneys' fees incurred by the United States Government and its employees or agents. The Contractor's liability shall not be limited by any provision or limits of insurance set forth in the resulting contract.

In awarding the contract, the Government does not assume any liability to third parties, nor will the Government reimburse the Contractor for its liabilities to third parties, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of the contract or any subcontract under this contract.

The Contractor shall be responsible for all litigation, including the cost of litigation, brought against it, its employees, or agents for alleged acts or omissions. The CO shall be notified in writing of all litigation pertaining to this contract and provided copies of any pleadings filed or said litigation within five working days of receipt. The Contractor shall cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or Contractor litigation.

Policy and procedures shall be developed which ensure a positive relationship is maintained with all levels of the federal judiciary. The Contractor's procedures shall ensure a tracking system is established which mandates that all judicial inquiries and program recommendations are responded to in a timely and accurate manner. All judicial inquiries and Contractor responses, specifically related to a detainee, shall be made part of the detainee's file.

#### **E. Quality Control**

The Contractor is responsible for management and quality control actions necessary to meet the quality standards set forth in the contract. The Contractor shall provide a Quality Control Plan (QCP) to the CO for concurrence not later than the post award conference (or as directed by the CO). The CO will notify the Contractor of concurrence or required modifications to the plan before the contract start date. The Contractor must make appropriate modifications and obtain concurrence of the plan by the CO before the contract start date. The Contractor shall provide an overall QCP that addresses critical operational performance standards for the services required under this contract. The QCP shall ensure

that services will be maintained at a uniform and acceptable level. At a minimum, the Contractor shall review and update the QCP policies and procedures on an annual basis. The Contractor shall audit facility operations monthly for compliance with the QCP. The Contractor shall notify the Government 48 hours in advance of the audit to ensure the COR is available to participate. The Contractor's QCP shall identify deficiencies, appropriate corrective action(s), and timely implementation plan(s) to the COR.

If the Contractor proposes changes in the QCP after contract award, the Contractor shall submit them to the COR for review. If the COR concurs with the changes, the COR shall submit the changes to the CO. The CO may modify the contract to include these changes.

#### **F. Quality Assurance Surveillance Plan (QASP)**

ICE has developed a Quality Assurance Surveillance Plan (QASP), incorporated in Section J, Attachment 4, 4A, and 4B, pursuant to the requirements of the PWS. It will present the financial values and mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment.

1. The purpose of the QASP is to:

- a) Define the roles and responsibilities of participating Government officials.
- b) Define the types of work to be performed.
- c) Describe the evaluation methods that will be employed by the Government in assessing the Contractor's performance.
- d) Describe the process of performance documentation.

2. Roles and Responsibilities of Participating Government Officials

- a) The COR(s) will be responsible for monitoring, assessing, recording, and reporting on the technical performance of the Contractor on a day-to-day basis. The COR(s) will have primary responsibility for completing "Quality Assurance Surveillance Forms" to document their inspection and evaluation of the Contractor's work performance.
- b) The Contracting Officer (CO) or designee has overall responsibility for evaluating the Contractor's performance in areas of contract compliance, contract administration, cost and property control. The CO shall review the COR's evaluation of the Contractor's performance and invoices. If applicable, deductions or withholdings will be assessed in accordance with the evaluation of the Contractor's performance, e.g., monetary adjustments for inadequate performance.

#### **G. Contractor's Failure to Perform Required Services**

The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in the contract. Specifically, the Government reserves its rights under the Inspection of Services and Termination clauses. Any reductions in the Contractor's invoice shall reflect the contract's reduced value resulting from the Contractor's failure to perform required services. The Contractor shall not be relieved of full performance

of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

## **H. Inspection by Regulatory Agencies**

Work described in the contract is subject to inspection by other Government agencies. The Contractor shall participate in responding to all requests for information and inspection or review findings by regulatory agencies.

## **I. Performance Evaluation Meetings**

The Contractor's representatives shall meet with the COR(s) on a monthly basis or as deemed necessary by either party. These meetings will provide a management level review and assessment of Contractor performance, and a discussion and resolution of problems.

## **IV. PERSONNEL AND STAFFING**

GENERAL: The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in contract agreement (#) TBD requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information. The Contractor shall at all times comply with and adhere to the requirements and provisions of Section H.2 of this Request for Proposals: "SECURITY REQUIREMENTS - REQUIRED SECURITY LANGUAGE FOR SENSITIVE /BUT UNCLASSIFIED (SBU) CONTRACT DETENTION FACILITY".

### **A. Employment Eligibility**

The Contractor shall employ personnel whose qualifications are commensurate with job responsibilities and authority levels. The Contractor shall assure that employees meet the standards of competency, training, appearance, behavior, and integrity. The Contractor will affect disciplinary or adverse action against employees who disregard those standards.

Screening criteria under DHS Instruction 121-01-007-001 (Personnel Security, Suitability and Fitness Program), or successor thereto, that may exclude contractor employees from consideration to perform under this agreement includes:

- Misconduct or negligence in employment;
- Criminal or dishonest conduct;
- Material, intentional false statement or deception of fraud in examination or appointment;
- Refusal to furnish testimony as required by 5 CFR § 5.4 (i.e., a refusal to provide testimony to the Merit Systems Protection Board or the Office of Special Counsel);
- Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation.
- Alcohol abuse, without evidence of substantial rehabilitation, of a nature and duration that suggests that the applicant or appointee would be prevented from performing the

duties of the position in question, or would constitute a direct threat to the property or safety of the applicant or appointee or others;

- Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation;
- Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force;
- Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question (for Excepted Service employees); and
- Any other nondiscriminatory reason that an individual's employment (or work on a contract) would not protect the integrity of promote the efficiency of the service.

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations, and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

## **B. Facility Staffing Plan, Floor Plan and Key Personnel**

The Contractor shall provide a staffing plan that addresses at a minimum the staffing requirements and key personnel to be employed in connection with this contract as outlined in the PWS. The Contractor shall staff the post positions in accordance with the Contractor-submitted and Government-acknowledged Contractor Staffing Plan to include relief factors and the agreed upon detainee schedule. The number, type, and distribution of staff as described in the contract-staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type, and/or distribution of staff described in the staffing plan must be submitted to the CO, through the COR, for approval prior to implementation. Staffing levels shall not fall below a monthly average of 85% for custody staff, 80% for health services, and 85% for all other departments of the total ICE-approved staffing plan. The approved staffing levels for detention/correctional officers (custody staff) shall not fall below a monthly average of 85%. Staffing levels for all other departments other than custody and health services will be calculated in the aggregate. If the contractor does not provide health services, the health services staffing level does not apply.

Each month, the Contractor shall submit to the COR the current average monthly vacancy rate and indicate any individual positions that have been vacant more than 60 days. Failure to fill any individual position within 60 days of the vacancy may result in a deduction by the CO from the monthly invoice if the vacancy in combination with other vacancies regardless of duration brings staffing levels below 85% for custody staff, 80% for health services, and 85% for all other departments.

In assessing deductions as defined in the Performance Requirement Summary, ICE shall also consider costs associated with overtime used to cover vacant positions. No deduction shall apply during any period the Contractor documents that a vacant position was covered through the use of overtime, contract staff or otherwise. Each month, the Contractor shall submit to the COR any Key Personnel that will be absent from the facility for over five working days. If the Key Personnel will be absent for over five working days and the contractor will not provide an “acting” position to backfill that Key Personnel position during the absence, the CO has the right to make a deduction based on the daily salary and benefits of the absent Key Personnel position.

### **1. Minimum Staffing Requirements**

Exclusive of the agreed upon ramp periods, the Contractor shall fully staff the facility to secure, control, and supervise detainees in custody regardless of the detainee population. The Contractor shall ensure daily Detention Officer Assignment rosters, by shift, for the duration of the contract. The assignment rosters shall indicate the number of staff, job titles, names, hours, and days of work for each post. The daily roster shall be posted 24 hours in advance. Shift rosters must be provided to the COR on a daily basis.

### **2. Supervisory Staffing**

The Contractor is responsible for the satisfactory supervision of its employees at all times. Satisfactory supervision includes verifying attendance at all posts and positions and upholding the work requirements of all personnel assigned under the contract. The Contractor shall provide the COR with the names of Supervisory Detention Officers designated by the Contractor before commencement of services.

In the absence of the approved Warden, another qualified person who meets the Warden position and security clearance requirements shall temporarily fill that position. This individual shall perform only job duties of the Warden in providing oversight and direction to contract Detention Officers and interfacing with ICE CORs and/or designated ICE Officers and the Contracting Officer on all contract-related matters.

### **3. Key Personnel**

The Contracting Officer shall provide written approval before any employee is assigned as a key personnel to perform duties under this contract. The Contractor shall have key personnel employed and available for duty before the Contractor can begin contract performance. Any subsequent changes to key personnel must meet these criteria and be approved in writing by the Contracting Officer. The following are considered key personnel for the contract. The Contractor may use other titles.

- a) Warden/Facility Director.** The Warden/Facility Director shall hold an accredited bachelor’s degree in an appropriate discipline, or significant military or corrections experience of a minimum 15 years, and have at least five years of related administrative experience, and have knowledge of program objectives, policies,

- procedures, and requirements for managing a secure detention/correctional facility. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree, as practiced in the federal hiring process. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- b) **Assistant Warden/Assistant Facility Director.** The Assistant Warden/Facility Director shall hold an accredited bachelor's degree in an appropriate discipline or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The official holding this position, even in an acting capacity, shall meet ACA requirements.
  - c) **Supervisory Detention Officers.** Supervisors must have a minimum of one year of experience as a detention officer and two years of successful experience in field supervision (e.g., civilian community law enforcement, commercial or industrial guard service, or security service supervisory positions). The two-year requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the basic requirement, as practiced in the federal hiring process.
  - d) **Training Officers.** Certified instructors shall conduct all instruction and testing of Contractor personnel. A state or national level recognized institution certification of instructors is mandatory unless otherwise approved in writing by the COR. Certification of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COR must approve the instructor prior to any training.
  - e) **Quality Assurance Manager.** The Quality Assurance Manager shall hold an accredited bachelor's degree in an appropriate discipline or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility.
  - f) **Corporate Security Officer:** See Section H.2; Sub-section 1.2.7 of this Request for Proposals

#### 4. Facility Floor Plan and Guard Post Map

The Contractor shall provide a facility floor plan which clearly identifies all recommended detention guard posts and corresponding guard shift requirements (e.g. 24/7, 8 hours M – F, weekend-only, etc.). The floor plan shall be submitted with the facility staffing plan and shall be approved by the CO/COR prior to commencement of services under this contract. Changes to the guard posts or shift requirements shall be approved by the CO/COR.

## **5. Organizational Chart**

The Contractor shall provide an organizational chart that describes the structure of authority, responsibility, and accountability within the facilities. The Contractor shall update this chart as necessary. The Contractor shall make the chart available for review by the CO or COR upon request.

## **C. Health Requirements for All Detention Officers**

The Contractor is solely responsible for ensuring employees are able to perform essential functions described within this contract, with reasonable accommodation, if applicable. All Officers who work under this contract shall pass a medical examination conducted by a licensed physician within 30 days prior to initial assignment.

The Contractor shall have a collaborative agreement with a fully licensed certified independent clinic and laboratory for the purpose of accomplishing the Standard Form 88, Medical Record – Report of Medical Examination. Transportation officers will require both SF 88 and DOT 649F (DOT physical).

## **D. Employee Health and Health Records**

<https://www.osha.gov/law-regs.html>

<https://www.osha.gov/Publications/QandA/osha3160.htm>

Employee health files for all Contractor employees must be maintained on-site, in a located cabinet by the IHSC Health Services Administrator or other contractor's designee. Health files are maintained in accordance with DHS and ICE Privacy Policies and the Privacy Act of 1974 and contain the following documents:

1. Initial and annual TB infection screening results;
2. Vaccination records including results, titers, and Immunization Declination Form(s);
3. OSHA 301 Incident forms;
4. Blood borne pathogen exposure documentation;
5. Respirator medical clearance;
6. Respirator fit test results; and
7. Other employee health documents.

The Contractor may initiate employment of an individual who has initiated the required vaccines schedule, and the individual hired may begin work on the contract as long as they meet all subsequent vaccine schedule requirements until fully vaccinated.

All Contractor personnel must provide documentation regarding the following:

1. History of testing for tuberculosis (TB) within the last 12 months:
  - a) Chest x-ray if employee has a history of latent TB infection (LTBI), treatment history for LTBI or TB disease, if applicable; and
  - b) Additionally, on an annual basis and at own expense, the Contractor shall provide a current TST or IGRA test result if the employee previously tested negative for LTBI, evaluation for TB symptoms if the employee previously tested positive for LTBI and follow up as appropriate in accordance with Centers for Disease Control and Prevention (CDC) guidelines.

2. Recommended Immunizations

Individuals employed by the Contractor in a custody or detention environment are at significant risk for acquiring or transmitting Hepatitis B, measles, mumps, rubella, varicella and seasonal influenza. These diseases are vaccine-preventable. Therefore, the following vaccinations are highly recommended for the Contractor's personnel. If staff decline or refuse any of these recommended vaccines, an Immunization Declination Form is required and the Contracting Officer Representative must be notified of the refusal. ICE reserves the right to refuse Contractor employees that refuse vaccines.

- a) Hepatitis A;
- b) Hepatitis B;

(Note: The U.S. Occupational Safety and Health Administration (OSHA) Blood-borne Pathogens (BBP) Standard requires employers to provide employees at risk of occupational exposure to blood and other potentially infectious material (OPIM) with the Hepatitis B vaccination series. Refer to OSHA regulations  
[https://www.osha.gov/OshDoc/data\\_BloodborneFacts/bbfact05.html](https://www.osha.gov/OshDoc/data_BloodborneFacts/bbfact05.html)

- c) Varicella;
- d) Measles, Mumps, Rubella (MMR);
- e) Diphtheria, tetanus, a-cellular pertussis (DTAP); and
- f) Annual seasonal influenza.

The Contractor's personnel will provide immunization documentation or titer results to the Health Services Administrator or the employer's designee for placement in the employee health file. It is recommended that the CDC's Immunization of Health- Care Workers: Recommendations of the Advisory Committee on Immunization Practices (ACIP) and the Hospital Infection Control Practices Advisory Committee (HICPAC) be used as a reference for employee health immunization issues.

The Medical Record – Report of Medical Examination, Standard Form 88, shall evidence the physical fitness of each Detention Officer. If requested by the COR, the Contractor shall make medical records of contract employees available for review. The Contractor will keep one

duplicate copy of each Standard Form 88. Prior to the officer's initial assignment or reassignment to the ICE site, the Contractor shall certify in writing to the COR that each Detention Officer is in full compliance with the following:

1. Officers shall not have diseases that may be transmitted to and result in the disablement of other persons and shall be physically and mentally able to perform the essential functions of their position, either with or without reasonable accommodation, and without creating a significant risk of substantial harm to the health or safety of that Officer or others, which risk cannot be eliminated or reduced by a reasonable accommodation.
2. Detention Officers are required to have the following: (a) correctable distant vision must be equal to or better than 20/20 in each eye; (b) binocular distant vision must be correctable to 20/20; (c) monocular vision is generally disqualifying; depth perception must be equal to or better than 70 seconds of arc; (d) peripheral vision must be normal; (e) color vision must be normal. Acceptable measure of color discrimination is the Ishihara color (14 plates). X chrome lenses are not acceptable to ICE as a means of correcting color deficiencies. Any disease or condition, which interferes with a person's vision, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COR.
3. Detention Officers are required to be able to hear in the frequency range from 500-2000 hertz (Hz), the deficit should not exceed 30 decibels in either ear. At 3000 Hz, the deficit should not exceed 40 decibels in either ear. Any disease or condition, which interferes with the ability to hear, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COR.
4. Detention Officers shall not have heart, lung, skeletal, or other physical defects that would impair their ability to perform effectively in either normal or emergency situations.
5. Detention Officers shall possess unimpaired use of hands, arms, legs, and feet. Detention Officers shall be able to run when necessary and be capable of handling portable fire extinguishers, building fire hoses, and related equipment.
6. Detention Officers shall be able to wear all necessary equipment, or other protective items.
7. Officers shall be mentally alert and emotionally stable with an absence of detectable neurotic or psychoneurotic conditions that would affect their ability to act during a stressful situation involving mental stress.
8. As required by the Occupational Safety and Health Administration, 29 CFR, Part 1910.1035 (Occupational Exposure to Tuberculosis), all employees in occupations with high-risk exposure are required to have a TB Skin Test completed annually. The Contractor shall accomplish a baseline test on all newly hired employees. Each

employee must have a TB Skin Test Certificate prior to entering on his/her first day of duty. The Contractor shall be responsible for re-testing of employees annually.

9. The Contractor shall report immediately any changes to (1) through (8) above, in a Detention Officer's health status to the COR. If the COR determines that Contractor employees do not meet minimum health standards, the Contractor's employee must undergo a "Fitness for Duty" examination at no cost to the Government.

#### **E. Random Drug Testing**

The Contractor shall have a random drug-screening program. ICE may require drug screening for cause at any time. The Contractor shall order and accomplish drug screening at the Contractor's expense. A laboratory approved by the National Institute of Drug Abuse (NIDA) must perform the screening. The Contractor shall provide the results of all such drug screening to the COR within 24 hours after receipt.

#### **F. Contraband Program and Inspection**

A contraband control program shall be established in accordance with ICE PBNDS on Contraband and the ACA standards on the control of contraband.

The Contractor's employees are subject to random contraband inspection in accordance with facility standards and policies. ICE may require contraband screening and inspection for cause at any time. Upon notification of a violation by the COR, the Contractor shall immediately remove the employee from performing duties under this contract. The Contractor shall revoke employees' credentials, complete required disposition, and immediately notify the COR when the employee is removed from duty.

#### **G. Contractor's Employee Rules**

The Contractor shall provide employee rules or policies, which, at a minimum, address the following:

1. Organization
2. Recruiting procedures
3. Opportunities for Equal Employment
4. Qualifying for jobs, job descriptions, responsibilities, salaries, and fringe benefits
5. Screening employees for illegal drug use
6. Holidays, leave, and work hours
7. Personnel records, employee evaluations, promotion, and retirement
8. Training
9. Standards of conduct, disciplinary procedures, and grievance procedures
10. Resignation and termination
11. Employee-management relations
12. Security, safety, health, welfare, and injury incidents

The Contractor shall provide a copy of the rules or policies to the Contractor's employees at the facility. Upon request by the COR, the Contractor shall document to the Government that all employees have reviewed a copy of the rules or policies.

## **H. Minimum Standards of Employee Conduct**

The Contractor shall develop standards of employee conduct and corresponding disciplinary actions that are consistent with the following standards of conduct. All employees shall certify in writing that they have read and understand the standards. A record of this certificate must be provided to the COR prior to the employees beginning work under this contract. The Contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but must include:

1. Employees shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
2. Employees shall not discuss or disclose information from detainee files or immigration cases, except when necessary in the performance of duties under this contract.
3. The employee may not interact with any detainee except in a relationship that supports the approved goals of the facility. Specifically, employees shall not receive nor accept any personal (tangible or intangible) gift, favor, or service, from any detainee, any detainee's family, or associate no matter how trivial the gift, favor, or service may seem, for themselves or any members of their family. In addition, the employee shall not give any gift, favor, or service to detainees, detainee's family, or associates.
4. The employee shall not enter into any business relationship with detainees or their families (e.g., selling, buying, or trading personal property).
5. The employee shall not have any outside or social contact with any detainee, his or her family, or associates, except for those activities which are part of the facility program and a part of the employee's job description.
6. All employees are required to immediately report to the Warden/Facility Director or ICE Supervisor any criminal or non-criminal violation or attempted violation of these standards.
7. The Contractor shall report all violations or attempted violations of the standards of conduct or any criminal activity immediately to the COR. Violations may result in employee removal from the facility. Failure on the part of the Contractor either to report a known violation or to take appropriate disciplinary action against an offending employee or employees shall subject the Contractor to appropriate action including possible termination of the contract for default.
8. The Contractor shall not employ any person whose employment would present an actual or apparent conflict of interest. The Contractor is specifically prohibited from hiring active duty military personnel and civilians employed by the Government to perform work under this contract.

## **I. Minimum Personnel Qualification Standards**

The Contractor must agree that each person employed by the firm or any subcontractor(s) shall have a social security card issued and approved by the Social Security Administration and shall be a United States citizen or a person lawfully admitted into the United States for permanent

residence, have resided in the U.S. for the last five years (unless abroad on official U.S. government duty), possess a high school diploma or equivalent (GED), and obtain a favorable Suitability for Employment determination. Each employee of the Contractor and of any subcontractor(s) must complete and sign a Form I-9, "Employment Eligibility Verification," before commencing work. The Contractor shall retain the original Form I-9 and shall furnish the COR with a copy of the Form I-9 before the employee commences work. The Contractor shall be responsible for acts and omissions of its employees and of any subcontractor(s) and their employees.

In addition, each contract employee shall meet the following requirements in accordance with the contract requirements:

1. All employees shall be a minimum of 18 years of age.
2. Employees shall have at least one year of general experience that demonstrates the following:
  - a) The ability to greet and deal tactfully with the general public;
  - b) Capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate and be able to interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports;
  - c) Good judgment, courage, alertness, an even temperament, and render satisfactory performance through knowledge of his/her position responsibilities;
  - d) Ability to maintain poise and self-control during situations that involve mental stress, such as fires, explosions, civil disturbances, and building evacuations.
3. All employees on this contract must maintain current/physical residency in the continental United States.

#### **J. Removal from Duty**

If the COR or the Contractor receives and confirms disqualifying information concerning a Contractor employee, the Contractor shall, upon notification by the COR, immediately remove the employee from performing duties under this contract. The Contractor shall revoke the employee's identification credentials and complete any required dispositions. The Contractor shall immediately notify the COR when the employee is removed from duty. Disqualifying information includes but is not limited to the following:

1. Conviction of a felony, a crime of violence, domestic violence, or a serious misdemeanor within the last five (5) years.
2. Possessing a record of arrests for continuing offenses.
3. Falsification of information entered on suitability forms.
4. Non-payment of court ordered payments (child support, liens, etc.) or excessive delinquent debt as determined by credit check.

5. Misconduct or negligence in prior employment, which would have a bearing on efficient service in the position in question or would interfere with or prevent effective accomplishment by the employing agency of its duties and responsibilities.
6. Alcohol abuse of a nature and duration which suggests that the applicant or appointee would be prevented from performing the duties of the position in question or would constitute a direct threat to the property or safety of others.
7. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.
8. Introduction of contraband into or unto the facility.

ICE may direct the Contractor to remove any employee who has been disqualified either for security reasons or for being unfit to perform his/her duties as determined by the COR or the Contracting Officer. The Contractor shall take action immediately and notify the COR when the employee is removed from duty. A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth below:

1. Violation of the Rules and Regulations Governing Detention facilities set forth in ICE Publications entitled "Detention Officer Handbook;"
2. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3;
3. Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, leaving post without relief, and refusing to render assistance or cooperation in upholding the integrity of the security program at the work sites;
4. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
5. Theft, vandalism, immoral conduct, or any other criminal actions;
6. Possessing, selling, consuming, or being under the influence of intoxicants, drugs, contraband, or substances which produce similar effects;
7. Unethical or improper use of official authority or credentials;
8. Unauthorized use of communication equipment or government property;
9. Misuse of equipment or weapons;
10. Violations of security procedures or regulations;
11. Recurring tardiness;
12. Undue fraternization with detainees as determined by the COR;
13. Repeated failure to comply with visitor procedures as determined by the COR;
14. Performance, as determined by investigation by the Contracting Officer, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, a detainee escape;
15. Failure to maintain acceptable levels of proficiency or to fulfill training requirements;
16. Changes in an employee's ability to meet the physical and/or mental health requirements of this contract;
17. Contractor employee who is under investigation by any law enforcement agency will be removed from duties pending outcome of the disposition.

At the direction of the COR, the Contractor shall reassign contract employees who have been arrested or who have alleged misconduct to duties that do not permit direct contact with detainees pending the disposition of the charges. Any alleged misconduct shall be reported immediately to the COR. If such reassignments are not available, the Contractor shall remove the employee from work under this contract and other ICE contracts.

#### **K. Tour of Duty Restrictions**

The Contractor shall not utilize any uniformed contractor employee to perform duties under this contract for more than 12 hours in any 24-hour period and shall ensure that such employees have a minimum of eight hours off between shifts. Authorization is required from the COR prior to an employee performing services that exceed 12 hours; provided, however, the Contractor may utilize uniformed employees to perform duties under this contract for up to 16 hours in any 24-hour period in the event of an emergency or other non-routine circumstances. If an employee is performing other duties for either the Contractor or another employer, those hours shall count against the 12-hour or 16-hour limitation.

#### **L. Dual Positions**

In the event that a supervisory detention officer is not available for duty the Contractor shall provide a full-time supervisor as a replacement. A contract employee shall not hold the position of Detention Officer and Supervisory Detention Officer simultaneously. The COR will document and refer to the Contracting Officer the failure of the Contractor to provide necessary personnel to cover positions.

#### **M. Post Relief**

As indicated in the post orders, the Detention Officer shall not leave his or her post until relieved by another Detention Officer. The Contractor or Contractor's Supervisors authorize rest or relief periods, the Contractor shall assign undesignated officers to perform the duties of the Detention Officers on break.

#### **N. Personnel Files**

The Contractor shall maintain a system of personnel files, and make all personnel files available to the CO and the COR upon request. These files shall be maintained and current for the duration of the employee's tenure under the contract. The files shall contain verification of training and experience and credentials for all the staff.

#### **O. Uniform Requirements**

These requirements apply to Supervisory Detention Officers and Detention Officers who perform work under the contract.

## **1. Uniforms**

The Contractor shall provide uniforms to its employees. The design and color of the Contractor's uniforms, patches, badges, and other identifiable markings shall not be similar in color or style to those worn by ICE officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. The rank of authority must be prominently displayed as part of each uniform. A shoulder patch should distinctly identify the Contractor. Uniforms and equipment do not have to be new, but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat, and in good order. Uniforms that are frayed, stained, faded, or considered too worn by the COR shall be replaced by the Contractor.

The complete uniform consists of seasonal attire that includes appropriate shirt, pants, belt, jacket, shoes or boots (mandatory), duty belt, mini-mag flashlight and holder, handheld radio, handcuff holder, and key-holder. The Contractor shall ensure that each officer has a complete uniform while performing assignments under this contract.

Prior to the contract performance date, the Contractor shall document to the COR the uniform and equipment items that have been issued to each employee. The COR shall approve or disapprove any uniform apparel. The Contractor shall provide a submittal of the uniform or any uniform changes to the COR for approval.

## **2. Identification Credentials**

The Contractor shall ensure that all employees, both uniformed and non-uniformed (if applicable), have the required identification credentials in their possession while on the premises. The Contractor identification credential document shall contain the following:

- a) A photograph that is at least one-inch square that shows the full face and shoulders of the employee and is no more than 30 days old when the Contractor issues the credential.
- b) A printed document that contains personal data and description consisting of the employee's name, gender, birth date, height, and eye color, as well as the date of issuance, the signature of the employee, and the signature of project manager or designated Contractor personnel.
- c) To avoid the appearance of having Government issued badges, the contractor shall not possess wallet type badges or credentials. All credentials shall be approved by the COR or other ICE designated official.

## **P. Permits and Licenses**

### **1. Licensing of Employees**

The Contractor shall ensure each employee has registrations, commissions, permits, and licenses as required by the district, municipality, county, and state in which ICE work site

is performed prior to EOD. The Contractor shall verify all licenses and certifications. If applicable, all Contractor staff shall possess a current license/registration, in the state in which they are practicing.

## **2. Jurisdiction**

The Contractor's authority under this contract is limited to space or posts that are under the charge and control of ICE. The Contractor shall not extend its services into any other areas.

## **Q. Encroachment**

Contractor employees shall not have access to Government equipment, documents, materials, or telephones for any purpose other than as authorized by ICE. Contractor employees shall not enter any restricted areas of the detention centers unless necessary for the performance of their duties.

## **R. Work Schedules**

The Contractor shall follow the criteria described below when establishing work schedules, contact relief, rest periods, and starting and stopping work.

### **1. Post Work Schedules**

One week in advance, the Contractor shall prepare supervisory and Detention Officer work schedules, for a two-week period, and shall post them in work areas or locker rooms. A manpower report shall be submitted to the COR on a monthly basis. Schedules shall be prepared on a form designated by ICE. Changes in duty hours shall also be posted on this form in sufficient time to ensure 24-hour advance notice. At the completion of each shift, the Contractor shall, upon request of the COR, also provide an employment report listing (copies of the sign-in sheets [GSA Form 139, Record of Arrival and Departure from Buildings during Security Hours] for each shift) for each employee who actually worked, work classification, post assignments, and hours worked, as well as total hours worked by supervisory and non-supervisory employees. A Contractor Supervisor shall conduct regular post checks to ensure personnel are on duty. When a contract employee is not being utilized at a given post, the Contractor at the direction of the COR or ICE Supervisor on Duty may reassign him/her to another post.

## **2. Starting and Stopping Work**

The Contractor is responsible for all employees to be dressed in full uniform and ready to begin work promptly at the beginning of each shift. Each employee shall remain at the duty locations until the shift is completed.

### **a) Recording Presence**

The Contractor shall direct its employees to sign in when reporting for work and to sign out when leaving at the end of their period of duty. The Contractor's supervisory and regular personnel are required to register at the applicable work site(s) and shall use GSA Form 139. The Government shall specify the registration points, which will be at the protected premises, and the Contractor shall utilize those points for this purpose.

Officers, working as supervisors, shall make the designation "Supervisor" in the rank column on GSA Form 139; all others will enter "On Duty." The applicable post or position numbers may be entered in the "relief" column after mutual concurrence between ICE and the Contractor.

Each line on GSA Form 139, or other forms designated by ICE must be completed in chronological order, without exception. Lines may not be left blank between signatures. If an entire line is used to enter a calendar date to separate individual workdays, a one-line limit for each date entered will be followed. Erasures, obliterations, superimposed, or double entries of any type on any one line are unacceptable and will not be processed for payment. If errors are made in signatures, times, post numbers, or duty status on this form, the next line immediately following the line containing such errors, will be used to record all corrected information. A single line will be drawn through the entire line on which such mistakes appear. The Contractor must attach a detailed memorandum explaining the reasons for the mistakes to each form containing erroneous entries.

### **b) Rest Periods**

When the Contractor or a contractor supervisor authorizes rest and relief periods for the contract employees, a substitute officer shall be assigned to the duty location.

### **c) Work Relief**

When the work assignments require that the Contractor's employees do not leave the assigned duty locations until a substitute officer has provided relief, this condition shall be explicitly stated on GSA Form 2580, Guard Post Assignment Record, or other forms designated by ICE COR. The Contractor shall enforce the procedure without exceptions.

## **S. Training**

All training shall be conducted in accordance with PBNDS 2011, Standard 7.3 “Staff Training.” Detention Officers shall not perform duties under this contract until they have successfully completed all initial training and the COR receives written certification from the Contractor. Any remuneration or pay due to the Contractor employee in accordance with U.S. Department of Labor regulations for any training time is the responsibility of the Contractor. Alternative or E-training techniques, unless approved in writing by the CO via the COR, shall not be used. The training site shall be provided at no additional cost to the Government.

*See PWS Addendums for specific training requirements.*

### **1) General Training Requirements**

All Officers must have the training described in the ACA Standards and in this subsection. The Contractor shall provide the required refresher courses or have an institution acceptable to the COR to provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.

All new Detention Officers will receive 60 hours of basic training, not to include firearms, prior to EOD and 40 hours of on-the-job training. The Contractor’s Training Officer will be responsible for administering an on-the-job training program for new employees. A senior Detention Officer, at all times during this latter 40-hour period, must accompany the Detention Officers. The Contractor’s Training Officer shall send a copy of the documentation to the COR upon successful completion of the employee’s on-the-job training.

In addition, after completion of the first 100 hours of training, the Contractor has 60 days to complete an additional 40 hours of training for each employee. During the remainder of the first year on duty, the Contractor shall cause the employee to have an additional 40 hours of training for a total of 180 hours within the first year of employment. The training program must directly relate to the employee’s assigned position and afford application of necessary job skills.

#### **a) Basic Training Subjects**

Officers must complete the training required in accordance with the ACA and PBNDS 2011. Required training may include but not be limited to the following:

- |   |       |
|---|-------|
| 1) In-service Orientation/Social Diversity                    | 2 HRS |
| 2) Counseling Techniques/Suicide Prevention and Intervention* | 2 HRS |
| 3) Conduct/Duties/Ethics and Courtroom Demeanor               | 2 HRS |
| 4) Bomb Defense and Threats                                   | 1 HR  |
| 5) Telephone Communications/Radio Procedures                  | 1 HR  |
| 6) Annual IT Security Training                                | 1 HR  |

7) Fire and other Emergency Procedures	2 HRS
8) Treatment and Supervision of Detainees	2 HRS
9) ICE Use of Force Policy	2 HRS
10) Security Methods/Key Control/Count	1 HR
11) Procedures/Observational Techniques	4 HRS
12) EEO/Sexual Harassment	2 HRS
13) Detainee Escort Techniques	1 HR
14) ICE Paperwork/Report Writing	2 HRS
15) Detainee Searches/Detainee Personal Property	4 HRS
16) Property/Contraband	2 HRS
17) Detainee Rules and Regulations	2 HRS
18) First Aid*	4 HRS
19) Cardiopulmonary Resuscitation (CPR)*	4 HRS
20) Blood-borne Pathogens*	2 HRS
21) Self Defense	8 HRS
22) Use of Restraints	5 HRS
23) Firearms Training**	
24) Sexual Abuse/Assault Prevention and Intervention*	2 HRS
25) ICE Performance Based Detention Standards	2 HRS

*All training shall be conducted in a classroom or on-the-job training environment and shall be in accordance with the ACA Standards and PBNDS 2011. On-line training is specifically prohibited to meet these requirements, unless approved in writing by the COR.*

*\* Critical Training Subjects*

*\*\* Firearm Training for Detention Officers who are required to provide Armed Transportation shall be in accordance with state licensing requirements. The Contractor shall certify proficiency in accordance with State requirements.*

#### **b) Refresher Training**

Every year the Contractor shall conduct 40 hours of Refresher Training for all Detention Officers including Supervisory Detention Officers. Refresher training shall consist of these critical subjects listed above and a review of basic training subjects and others as approved by ICE.

The Contractor shall coordinate recertification in CPR and First Aid with the ICE training staff. This training shall be provided at no cost to the Government. Annually, upon completion, the Contractor shall provide documentation of refresher training to the COR.

In addition to the refresher training requirements for all Detention Officers, supervisors must receive refresher training relating to supervisory duties.

**c) On-the-Job Training**

After completion of the minimum of 60 hours basic training, all Detention Officers will receive an additional 40 hours of on-the-job training at specific post positions. This training includes:

- 1) Authority of supervisors and organizational code of conduct.
- 2) General information and special orders.
- 3) Security systems operational procedures.
- 4) Facility self-protection plan or emergency operational procedures.
- 5) Disturbance Control Team training.

**d) Training During Initial 60 Day Period**

The Contractor shall provide an additional 40 hours of training for Detention Officers within 60 days after completion of first 100 hours of training. The Contractor shall provide the training format and subjects, for approval by the COR and/or CO, prior to the commencement of training.

**e) Basic First Aid and CPR Training**

All Contractor employees shall be trained in basic first aid and CPR. They must be able to:

- 1) Respond to emergency situations within four minutes.
- 2) Perform cardiopulmonary resuscitation (CPR).
- 3) Recognize warning signs of impending medical emergencies.
- 4) Know how to obtain medical assistance.
- 5) Recognize signs and symptoms of mental illness.
- 6) Administer medication.
- 7) Know the universal precautions for protection against blood-borne diseases.

**2) Supervisory Training**

All new Supervisory Detention Officers assigned to perform work under this contract must successfully complete a minimum of 40 hours of formal supervisory training provided by the Contractor prior to assuming duties. This training is in addition to mandatory training requirements for Detention Officers. Supervisory training shall include the following management areas:

- |   |       |
|---|-------|
| a) Techniques for issuing written and verbal orders | 2 HRS |
| b) Uniform clothing and grooming standards          | 1 HR  |
| c) Security Post Inspection procedures              | 2 HRS |
| d) Employee motivation                              | 1 HR  |
| e) Scheduling and overtime controls                 | 2 HRS |
| f) Managerial public relations                      | 4 HRS |

- |                             |       |
|-----------------------------|-------|
| g) Supervision of detainees | 4 HRS |
| h) Other company policies   | 4 HRS |

Additional classes are at the discretion of the Contractor with the approval of the COR.

The Contractor shall submit documentation to the COR, to confirm that each supervisor has received basic training as specified in the basic training curriculum.

### **3) Proficiency Testing**

The Contractor shall give each Detention Officer a written examination following each training class to display proficiency. The Contractor may give practical exercises when appropriate.

### **4) Certified Instructors**

Certified instructors shall conduct all instruction and testing. A state or nationally recognized institution shall certify instructors unless otherwise approved in writing by the COR. Certifications of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COR must approve the instructor prior to the training course.

### **5) Training Documentation**

The Contractor shall submit a training forecast and lesson plans to the COR or ICE designee at least 30 days prior to all training. The training forecast shall provide date, time, and location of scheduled training and afford the COR observation/evaluation opportunity.

The Contractor shall certify and submit the training hours, type of training, date and location of training, and name of the instructor monthly for each employee to the COR or ICE designee.

## **V. DETENTION SERVICES**

### **A. Detention Site Standards**

The Contractor shall ensure that detention sites conform to PBNDS 2011. A fire and emergency plan shall exist and shall be aggressively managed. The Contractor shall ensure facilities conformance to the following:

1. Be clean and vermin/pest free.
2. Have a suitable waste disposal program.

3. The Contractor shall provide and distribute suitable linens (sheets, pillow cases, towels, etc.). The Contractor shall launder and change linens per PBNDS 2011 4.5 Personal Hygiene.
4. The Contractor shall provide and distribute appropriate clean blankets.
5. The Contractor shall ensure fire and emergency exits remain unimpeded to permit prompt evacuation of detainees and staff members in an emergency.
6. The Contractor shall provide and distribute articles of personal hygiene (e.g., soap, personal deodorant, toothbrush, toothpaste, comb, toilet paper, and shaving equipment).

For safety, security, and sanitation purposes, an inspection of the detainee housing areas shall be conducted by a supervisor at a minimum of once per shift. The inspection shall be logged into the security logbook and be available for review by the COR or ICE designee.

All locks, windows, walls, floors, ventilators, covers, access panels, and doors shall be checked daily for operational wear and detainee tampering. The Contractor shall take immediate action to repair all defective equipment.

The facility shall be subject to periodic and random inspections by the COR, ICE designee, or other officials to insure compliance with ICE Standards. Deficiencies shall be immediately rectified or a plan for correction submitted by the Contractor to the COR for approval.

## **B. Language Access**

The Contractor is responsible for providing meaningful access to all programs and services (e.g. medical, intake, classification, sexual assault reporting) for individuals with limited English proficiency. This should be accomplished through professional interpretation and translation or bilingual personnel for necessary communication with detainees who do not speak or understand English. Oral interpretation should be provided for detainees who are illiterate. Other than in emergencies, and even then only for that period of time before appropriate language services can be procured, detainees shall not be used for interpretation or translation services. The Contractor should utilize commercial phone language interpretive services to ensure fulfillment of this requirement. All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the ICE population with limited English proficiency.

## **C. Health and Medical Care Policies**

The Contractor shall comply with written policies and procedures for appropriately addressing the health needs of detainees in ICE custody. Written policies and procedures shall include, but not be limited to, the following:

1. Policies and procedures for accessing 24-hour emergency medical care for ICE detainees.
2. Policies and procedures for prompt summoning of emergency medical personnel.
3. Policies and procedures for evacuation of detainees, if deemed necessary by qualified medical personnel.

4. Policies, procedures, and post procedures for duty officers to ensure that medical emergencies are recognized and promptly attended to.
5. The Contractor shall notify the COR and/or ICE designee of all detainee requests for the need of medical treatment. These requests shall be addressed with urgency.

#### **D. Health Services**

The Contractor must provide adequate space for health services, to include office and support space within the medical clinic.

*See PWS Addendums for specific medical services requirements*

**The Contractor shall not be responsible for the provision of health care services for ICE detainees at the facility. Such services shall be provided by ICE Health Services Corp (IHSC).**

The Contractor shall adhere to ICE policies and procedures regarding detainee medical requests at [http://www.ice.gov/doclib/detention-standards/2011/medical\\_care.pdf](http://www.ice.gov/doclib/detention-standards/2011/medical_care.pdf) . If a detainee requires immediate medical attention, the Detention Officer shall immediately notify his or her Supervisor via radio or telephone. The Contractor's Supervisor will, in turn, notify the medical provider as well as the COR and/or ICE-designee.

The Contractor shall develop and implement written policies and procedures that define emergency health care evacuation of detainees from within the facility.

##### **1. Hospitalization of Detainees**

Upon order of the COR or designated ICE officer, or in an emergency situation, the Contractor shall take custody of and safeguard detainee(s) at a hospital or clinic when the detainee(s) are undergoing medical examination. The contract employee will remain until relieved by another contract employee. Twenty-four-hour custody shall be maintained, with constant visual observation when practicable. The detainees shall not use the telephones unless the Contractor receives prior approval from the COR or other designated ICE official. The contract employees shall not fraternize with clinic/hospital staff or with casual visitors to the clinic/hospital. Detainee visitation is not permitted at the hospital. To prevent any situation which could result in a breach of security, requests for visitation while the detainee is in detention, including hospital detention shall be pre-approved by the COR(s) or other designated ICE official prior to allowing access to the detainee. The Contractor is obligated to relay messages as requested by the detainee to the COR or other designated ICE official.

##### **2. Manage a Detainee Death**

The Contractor shall comply with PBNDS 2011, Standard 4.7 Terminal Illness, Advanced Directives, and Death, in the event of a detainee injury or death. In the event of a detainee death, the Contractor shall immediately notify the COR or ICE designated

official and submit a written report within 24 hours. The Contractor shall fingerprint the deceased. Staff members performing the fingerprinting shall date and sign the fingerprint card to ensure that a positive identification has been made and file the card in the detainee's file. Personal property of the deceased shall be inventoried and release coordinated with ICE to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

If death is due to violence, accident surrounded by unusual or questionable circumstances, or is sudden and the deceased has not been under immediate medical supervision, the Contractor shall notify the coroner of the local jurisdiction to request a review of the case, and if necessary, examination of the body.

The Contractor shall establish coroner notification procedures outlining such issues as performance of an autopsy, who will perform the autopsy, obtaining state-approved death certificates, and local transportation of the body.

The Contractor, in coordination with the COR or ICE-designee, shall ensure the body is turned over to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

### **3. Facility Requirements for Infectious Disease Screening**

The Contractor will ensure that there is adequate space and equipment to provide medical intake screening including tuberculosis (TB) screening within the intake processing area.

### **4. Airborne Precautions**

In order to prevent the spread of airborne infectious disease or cross contamination of zones within the facility, it is preferred that the HVAC system in the intake screening area be designed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility (see CDC guidelines <http://www.cdc.gov/tb/publications/guidelines/Correctional.htm>)

### **5. Environmental Health**

The Contractor shall implement all requirements of the Environmental Health and Safety sections of the current PBNDS 2011 in the health services areas, to include all areas where medical, dental, mental health, and intake medical screening services are performed. The Contractor shall implement all general housekeeping and environmental cleaning and disinfection in all areas where medical, dental, mental health, and intake medical screening services are rendered, including routine and terminal cleaning of medical housing and medical isolation units.

### **E. Detainee Voluntary Work Program (*if applicable, see PWS Addendums for specific requirements*)**

The Contractor shall develop a detainee work program plan with the approval of the CO prior to receipt of the end of the Transition Period. Detainee labor shall be used in accordance with the approved detainee work plan and will be paid \$1 day. The detainee work plan must be voluntary, and may include work assignments for industrial, maintenance, custodial, service, or other jobs. The detainee work program shall not conflict with any other requirements of the contract and must comply with all applicable laws and regulations.

Detainees shall not be used to perform the responsibilities or duties of an employee of the Contractor. Detainees shall not be used to perform work in areas where sensitive documents are maintained such as designated ICE workspace. Appropriate safety/protective clothing and equipment shall be provided to detainee workers. Detainees shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances, and unusual physical demands.

The Contractor shall supply sufficient Detention Officers to monitor and control detainee work details. Unless approved by the COR, these work details must be within the security perimeter.

It will be the sole responsibility of ICE to determine whether a detainee will be allowed to perform on voluntary work details and at what classification level. All detainees shall be searched when they are returned from work details.

## **VI. REQUIRED ADMINISTRATION AND MANAGEMENT SERVICES**

### **A. Manage the Receiving and Discharge of Detainees**

1. In accordance with PBNDS 2011, the Contractor will provide for the admitting and releasing of detainees to protect the health, safety, and welfare of each individual. During the admissions process, detainees undergo screening for medical purposes, have their files reviewed for classification purposes, submit to a standard body search, and are personally observed and certified regarding the examination, categorization, inventorying, and safeguarding of all personal belongings. This shall include fingerprinting of detainees.

The Contractor shall provide a detainee classification system that adheres to the requirements of PBNDS 2011, Standard 2.2 “Custody Classification System,” and ensures detainees are classified appropriately using objective criteria. Detainees will be classified upon arrival, before being admitted to the general detainee population. The Contractor will periodically re-classify detainees, in accordance with the PBNDS 2011.

The Contractor may be required to access and utilize ICE detention booking system to properly book detainees in and out of ICE custody.

2. The Contractor shall effectuate departures. Effectuating departure requires Contractor employees to perform detainee-related activity including but not limited to: positive identification, documentation preparation and review, provision of any sack lunches required, transportation, escorting and returning all DHS documentation to the appropriate DHS supervisor upon completing the escort assignment. In addition, Contractor employees shall, when required by proper authority, affirm, swear, and witness to all actions of effectuating departure that were accomplished, performed, carried-out, and done and in transactions involving the detainee(s), when required in a legal setting, deposition, or court of law.

The time, point, and manner of release from a facility shall be consistent with safety considerations and shall take into account special vulnerabilities. Facilities that are not within a reasonable walking distance of, or that are more than one mile from, public transportation shall transport detainees to local bus/train/subway stations prior to the time the last bus/train leaves such stations for the day. If public transportation is within walking distance of the detention facility, detainees shall be provided with an information sheet that gives directions to and describes the types of transportation services available. However, facilities must provide transportation for any detainee who is not reasonably able to walk to public transportation due to age, disability, illness, mental health or other vulnerability, or as a result of weather or other environmental conditions at the time of release that may endanger the or safety of the detainee. Upon release, detainees shall also be provided with a list of shelter services available in the immediate area along with directions to each shelter. Prior to their release, detainees shall be given the opportunity to make a free phone call to a friend or relative to arrange for pick up from the facility. As practicable, detainees shall be provided with a laundered set of their own clothing, or one set of non-institutional clothing and footwear, weather appropriate, for their final destination.

#### **B. Manage and Account for Detainee Assets (Funds, Property)**

The Contractor is solely responsible for all detainee personal property (i.e. stolen/misplaced goods due to Contractor negligence and/or mishandling of detainee personal property). The Contractor shall provide written policies and procedures in managing the detainee's personal property.

The safeguarding of detainees' personal property will include: the secure storage and return of funds, valuables, baggage, and other personal property; a procedure for documentation and receipting of surrendered property; and the initial and regularly scheduled inventories of all funds, valuables, and other property. In accordance with the PBNDS 2011, every housing area shall include a designated storage area. This area shall contain a lockable or other securable space for storing detainees' authorized personal property.

Written procedures shall be established for returning funds, valuables, and personal property to a detainee being transferred or released that adheres to the requirements of ICE policy. The Contractor shall ensure that all detainees who are scheduled for either transfer or release are

given all funds (in cash or check, whichever is deemed appropriate by the ICE COR or designated ICE official) immediately prior to leaving the facility. Confiscated foreign currency funds are to be returned to the detainee. This includes the out-processing of detainees on all removal flights. For such removal flights, the Contractor will provide all necessary items for removal processing.

### **C. Securely Operate the Facility**

Policy and procedures for the maintenance and security of keys and locking mechanisms shall be developed, in accordance with the PBNDS 2011, 2.7 Key and Lock Control. The procedures shall include, but are not limited to: method of inspection to expose compromised locks or locking mechanisms; method of replacement for all damaged keys and/or locks; a preventive maintenance schedule for servicing locks and locking mechanisms and method of logging all work performed on locks and locking mechanisms; policy for restricting security keys from 24 hour issue or removal from the institution; and method of issuing emergency keys.

Staff responsible for lock maintenance shall receive training and be certified from a Government-approved training program specializing in the operation of locks and locking mechanisms.

The Contractor shall provide constant armed perimeter surveillance of the facility.

*See PWS Addendums for specific requirements.*

### **D. Establish and Maintain a Program for the Prevention of Sexual Abuse/Assault**

The Contractor shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program in accordance with PBNDS 2011, Standard 2.11, "Sexual Abuse and Assault Prevention and Intervention," and all facility requirements of DHS PREA ("Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar. 7, 2014), as outlined in Attachment 2, Prison Rape Elimination Act Regulations. This program shall include training and/or information that is given separately to both staff and detainees.

(b)(7)(E)

## **F. ICE Notifications**

The Contractor shall immediately report all serious incidents as outlined in the detention standards to the Field Office Director or designee and the COR. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work place violence, civil disturbances/protests); staff uses of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries that require medical attention (does not include routine medical evaluation after the incident); fires; fights resulting in injuries requiring medical attention; full or partial lock-down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather; fence damage; power outages; bomb threats; high profile detainee cases admitted to a hospital; significant environmental problems that impact the facility operations; transportation accidents (e.g., airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

Pursuant to ICE instructions, the Contractor shall counteract civil disturbances, attempts to commit espionage or sabotage, and other acts that adversely affect the normal site conditions, the security and safety of personnel, property, detainees, and the general public.

The Contractor will complete all notifications to ICE/ERO as outlined in the PBNDS 2011.

## **G. Maintain Institutional Emergency Readiness**

The Contractor shall submit an institutional emergency plan that will be operational prior to end of the transition period, in accordance with PBNDS 2011, Standard 1.1 Emergency Plans. The plan shall receive the concurrence of the COR prior to implementation and shall not be modified without the further written concurrence of the CO.

The Contractor shall have written agreements with appropriate state and local authorities that will allow the Contractor to make requests for assistance in the event of any emergency incident that would adversely affect the community.

Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the Government. The Contractor shall reimburse the Government for any and all expenses incurred in providing such assistance.

The Contractor shall submit to the COR a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents) intended for use during performance of this contract. The COR, prior to end of the transition period, shall provide concurrence of the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the CO.

The Contractor shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the facility. The use of force by

the Contractor shall at all times be consistent with all applicable policies of PBNDS 2011, Standard 2.15 Use of Force and Restraints.

#### **H. Manage Computer Equipment and Services in Accordance with all Operational Security Requirements**

The Contractor shall comply with all federal security and privacy laws and regulations established to protect federal systems and data. The Contractor shall inform all personnel of the confidential nature of ICE detainee information.

The Contractor shall restrict access to data information pertaining to ICE detainees to authorized employees with the appropriate clearance who require this information in the course of their official duties.

The Contractor may not disclose information pertaining to ICE detainees to a third party without written permission from the COR.

The Contractor shall develop a procedural system to identify and record unauthorized access or attempts to access ICE detainee information. The Contractor shall notify the COR or ICE-designee within four hours of a security incident.

#### **I. Manage and Maintain a Commissary**

A commissary shall be operated by the Contractor as a privilege to detainees who will have the opportunity to purchase from the commissary at least once per week. These items will not include those items prohibited by the Warden/Facility Director. All items available at the commissary must be approved by the COR or ICE-designee. The commissary inventory shall be provided to the COR upon request. Notice of any price increases must be provided to the COR. The Contractor may assess sales tax to the price of items, if state sales tax is applicable.

Revenues shall be maintained in the facility commissary account and not commingled with any other funds. If funds are placed in an interest-bearing account, the interest earned shall be credited to the detainees. Any expenditure of funds from the account shall only be made with the approval of the Contracting Officer. Any revenues earned in excess of those needed for commissary operations shall be used solely to benefit detainees at the facility. Using these funds for any expense for which the Contractor is required to pay is prohibited. The Contractor shall provide independent auditor certification of the funds to the COR every 90 days.

At the end of the contract period, or as directed by the Contracting Officer, a check for any profits remaining in this account associated with detainee commissary purchases shall be made payable to the Treasury General Trust Fund and given/transmitted to the Contracting Officer.

Detainees are permitted to receive funds from outside sources (i.e., from family, friends, bank accounts). Outside funds or those generated from work may be used to pay for products and services from the commissary.

## **J. Visitation**

The facility's perimeter will ensure that detainees remain within and that public access is denied without proper authorization. Visitation and/or tours of the facility shall be conducted in accordance with the relevant provisions of PBNDS 2011 or as directed by ICE. For the safety and privacy of the detainees, no videotaping is permitted by visitors or others (including the contractor) without prior approval from ICE, except for CCTV cameras operated by the contractor or the Government for security purposes. No video or audio recording devices will be allowed within the secure perimeter, except in accordance with court order or federal law.

## **K. Manage and Maintain a Detainee Telephone System (DTS)**

1. The Contractor shall provide detainees with reasonable and equitable access to telephones as specified in PBNDS 2011, Standard 5.6 Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.
2. If authorized to do so under applicable law, the Contractor shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Contractor shall provide notice to detainees of the potential for monitoring. However, the Contractor shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.
3. Telephone rates shall not exceed the Federal Communications Commission (FCC) rates for inmate telephone service, as well as State established rates where applicable, and shall conform to all applicable federal, state, and local telephone regulations.
4. Video phones, portable electronics or other enhanced telecommunications features provided by the DTS Contractor to ICE detainees, based upon concurrence between ICE and the Contractor, may be added in the future subject to negotiation at no cost to ICE. These features may not in any way compromise the safety and security of the detainees, staff or the facility. Any new or enhanced telecommunications features must be integrated within the DTS service and can NOT be a separate system or software from the DTS service. Such capabilities may now or in the future include; video visitation, limited web access for law library, email, kites, commissary ordering, educational tools, news, sports, and video games. Pricing for the use of these technologies will be set by the DTS provider, subject to negotiations with ICE, and shall be negotiated at a future time and date if required.
5. The ICE designated DTS Contractor shall be the exclusive provider of detainee telephones for this facility. This will occur at the expiration of any current contract with a

Telecommunications Company. Notwithstanding any existing Telecommunications contract, the Contractor shall require the Telecommunications Company to provide connectivity to the DTS Contractor for detainee pro bono telephone calls. The Contractor shall make all arrangements with the DTS Contractor per the DTS Contract. The DTS Contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS Contractor shall be responsible for furnishing all inventory and supply of all DTS calling services to the Contractor. The DTS Contractor shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and operation of the system. The Contractor shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.

*See PWS Addendums for specific requirements.*

## **VII. FACILITY SECURITY AND CONTROL**

### **A. Security and Control (General)**

The Contractor shall maintain a copy of facility post orders for employee review within the areas of assignment, and shall initiate responses to any incidents as outlined in the post orders. Contractor employees shall write reports of incidents as outlined in the post orders.

The Contractor shall operate and control all designated points of access and egress on the site; such as, detainee housing units, pods, barracks, courtrooms, medical facilities, and hold rooms. The Contractor shall inspect all packages carried in or out of site in accordance with ICE procedures. The Contractor shall comply with ICE security plans.

The Contractor shall comply with all of the PBNDS 2011 pertaining to the security and control of the detention facilities. The Contractor shall adhere to local operating procedures within each facility.

The Contractor shall provide, install, and maintain a building access control system in all ICE and/or DOJ administrative space. The Contractor shall provide the Government administrative access and oversight role for system. The Contractor shall comply with ICE security plans.

### **B. Detainee Rights**

The Contractor shall supervise, observe, and protect detainees from sexual abuse, discrimination, corporal punishment, personal injury, property damage, harassment, or violation of detainees' civil rights. Contract personnel shall have a zero-tolerance policy for incidents of sexual abuse or assault that may occur in the facility. Contract personnel shall adhere to ICE policies, procedures, and detention standards.

Detainees have the right to be free from discrimination for any reason, including race, religion, national origin, sex, sexual orientation, gender identity, physical ability, mental ability, or political beliefs.

### **C. Unauthorized Access**

The Contractor shall detect and detain persons attempting to gain unauthorized access to the site(s) identified in this contract.

### **D. Direct Supervision of Detainees**

The Contractor shall provide supervision of all detainees in all areas, including supervision in detainee housing and activity areas, to permit Detention Officers to hear and respond promptly to emergencies. The Contractor shall have direct supervision monitoring each occupied housing unit. This direct supervision position or positions (determined by the size of the housing unit) is separate from the housing control post.

The Contractor shall comply with the requirements applicable to detention facilities contained in Subpart A of DHS PREA, specifically §115.13, including the development of detainee supervision guidelines that are reviewed annually, as outlined in Attachment 2, Prison Rape Elimination Act Regulations.

### **E. Maintain a Video Surveillance Program**

The Contractor shall ensure video surveillance of hallways, exits, and common areas. Additionally, surveillance systems shall be installed and updated in accordance with DHS PREA §115.18(b). A qualified individual shall be responsible for monitoring this system inside and outside the building. Considering that the videos will be recordings of residents who may be seeking asylum or other considerations under U.S. immigration law, the Contractor is required to maintain the recordings and may not release them to anyone, unless approved by ICE. The Contractor shall retain recordings for a minimum of 90 days, or for the duration of any investigation as necessary for use by local law enforcement, ICE, or the Contractor.

### **F. Log Books**

The Contractor shall be responsible for completion and documentation of, for each shift, the following information in the logbooks:

1. Activities that have an impact on the detainee population (e.g., detainee counts, shakedowns, detainee movement in and out of the site, and escorts to and from court).
2. Shift activities (e.g., security checks, meals, recreation, religious services, property lockers, medical visits).
3. Entry and exit of vehicles and persons other than detainees, ICE staff, or Contractor staff (e.g., attorneys and other visitors).
4. Fire drills and unusual occurrences.

## **G. Reports**

The Contractor shall furnish, on a daily basis, a manifest of all detainees currently detained in the facility. The manifest shall contain the following information for each detainee: “A” File Number (system of numbering supplied by ICE); office received from; name; date of birth; gender; nationality; date of arrival; number of days the detainee has been in the facility; and type of release, if applicable. The manifest shall be transmitted in a Microsoft Excel format. Contractor shall conduct a daily reconciliation of ICE detention manifest and the Contractor manifest to ensure accuracy. Any discrepancies in the reports shall be the responsibility of the Contractor to immediately rectify and brought to the attention of ICE.

The Contractor shall provide monthly status reports to the COR or ICE designee. Such reports shall include a monthly key indicator report, which indicates the key personnel positions of the facility (e.g., position title, name of the employee, vacancies and length of vacancies, dates of service, additional comments). These monthly reports shall be submitted to the COR or ICE designee by the fifth of each month for the previous month’s activities and staffing.

The Contractor shall prepare required orders, instructions, and reports of accidents, security violations, fires, and bomb threats. The reports shall be maintained on file, concerning all activities in connection with duties and responsibilities for the services performed under this contract. All such records shall be kept using a system with a written policy, which allows the reports to be made available to the Government for inspection.

The Contractor shall, at the request of ICE, prepare any special or other reports, or issue further orders and instruction as may be required in support of work within the scope of this contract. The distribution, format, and time elements for these reports shall be directed by Government requirements.

## **H. Detainee Counts**

The Contractor shall monitor detainee movement and physically count detainees as directed in PBNDS 2011 2.8 Population Counts.

## **I. Daily Inspections**

The Detention Officers shall conduct daily inspections of all security aspects of the site, consistent with PBNDS 2011, Standard 2.4 “Facility Security and Control.” They shall check all bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors, lights, and equipment for operational wear and detainee tampering. The Detention Officers shall also report slippery floor surfaces. This documentation shall be made daily in a logbook. Problems discovered during these inspections shall be clearly identified in the documentation.

The Contractor shall also notify the COR of any abnormalities or problems. The Contractor shall immediately notify the COR or ICE designee on duty of any physical facility damage. Written documentation of any problem areas shall be submitted to the COR by the end of the shift.

#### **J. Deviation from Prescribed Schedule Assignments**

The Contractor is authorized to deviate from the scheduled assignment when unusual conditions or circumstances so demand, and if prior approval is received from the COR. All deviations shall be recorded in the daily logbook. When the COR is not available, the Contractor shall notify the ICE-designee immediately or as soon as is practically possible.

#### **K. Use of Force and Restraints**

ICE has strict requirements related to the use of physical force and restraints by Detention Officers. Any use of force or restraints must be in compliance with PBNDS 2011, Standard 2.15 "Use of Force and Restraints." See Section J, Attachment 3, PBNDS 2011 with 2016 revisions.

#### **L. Escapes**

The Contractor shall take all appropriate measures to prevent escapes. The Contractor shall notify the COR or ICE-designee immediately if an escape or an attempted escape has occurred. The Contractor shall provide the COR and ICE-designee with a written report prior to the end of the shift. The Contractor shall be held to the following standards concerning escapes:

1. The Contractor assumes absolute liability for the escape of any detainee in its control.
2. The Contractor shall provide written policies and procedures regarding the actions to be taken in the event of an escape. This document must include reporting requirements for all contract employees, escorts, supervisors, and management personnel. These procedures shall meet the approval of the COR, be reviewed at least annually, and updated as necessary.
3. Escapes shall be grounds for removing the responsible Contractor Employee(s) from duty if the Contractor Employee(s) is/are determined by the Contractor or the COR to be negligent, reckless, or intentionally responsible for the escape. Notice of removal shall be provided to the Contracting Officer.
4. Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and communicated to the COR for approval. A written report of the remedial action shall be due to the COR within 24 hours of an escape or attempted escape.
5. An escape is deemed an egregious incident and subject to an expedited processing of a Contract Discrepancy Report resulting in a deduction or withholding for any applicable standards violations.

#### **M. Evacuation Plan**

The Contractor shall furnish 24-hour emergency evacuation procedures. The Contractor shall develop a written evacuation and alternate staging plan for use in the event of a fire or major emergency, in accordance with PBNDS 2011, Standard 1.1 “Emergency Plans.”

#### **N. Injury, Illness, and Reports**

The Contractor shall immediately assist employees, detainees, or others on the premises in need of immediate help or who are injured or ill. Contractor employees shall provide first aid when necessary.

The Contractor shall immediately notify the COR or ICE-designee about all incidents that result in physical harm to or threaten the safety, health, or welfare of any person at the site including job-related injuries. If a detainee requires immediate medical attention, the Detention Officer shall notify the medical provider as well as the COR and/or ICE-designee.

The Contractor shall submit a follow-up written report to the COR within 24 hours of the occurrence. The Contractor shall cooperate with ICE in reviewing serious incidents. A serious incident means any incident resulting in injury to a detainee, Contractor staff, ICE staff, or property damage.

The Contractor shall submit a monthly injury report summary containing, but not limited to, name, time/date, location, circumstances, care rendered, current status, Worker’s Compensation status, and reference to identification of initial report.

#### **O. Protection of Employees**

The Contractor shall develop plans that comply with ICE comprehensive plans and procedures to safeguard employees against exposure of blood borne pathogens. The ICE plan is based upon OSHA standards found in the Employee Occupational Safety and Health (EOSH) Manual.

#### **P. Sanitation and Hygienic Living Conditions**

The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 CFR 1910 and 1926. The Contractor shall comply with all applicable ICE, federal, state and local laws, statutes, regulations, and codes. In the event there is more than one reference to a safety, health, or environment requirement in an applicable, law, standard, code, regulation, or ICE policy, the most stringent requirement shall apply.

#### **Q. Physical Plant**

The facility operation and maintenance shall ensure that detainees are housed in a safe, secure, and humane manner. All equipment, supplies, and services shall be Contractor-furnished and in operating condition, except as otherwise noted.

The facility, whether expansion or an existing physical plant, shall be operated, and maintained in accordance with all applicable federal, state, and local laws, regulations, codes, guidelines, and policies. In the event of a conflict between federal, state, or local codes, regulations, or requirements, the most stringent shall apply. In the event there is more than one reference to a safety, health, or environmental requirement in an applicable law, standard, code, regulation, or Government policy, the most stringent requirement shall apply.

The facility shall provide housing configurations commensurate with the security needs of the population.

The facility, whether expansion or existing physical plant, shall comply with the building codes under which it was permitted at the time of original construction. Whether the facility is an expansion of an existing physical plant fire protection and life safety issues shall be governed by the building and life safety codes under which the facility was permitted at the time of original construction.

The facility, whether expansion or existing physical plant, shall comply with the requirements in effect at the time of the original facility construction of the *Architectural Barriers Act of 1968* as amended and the *Rehabilitation Act of 1973* as amended. The standards for facility accessibility by physically handicapped persons as set forth in “Uniform Federal Accessibility Standards/Fed Std. - 795 4/01/88 Edition” (UFAS) shall apply. All areas of the buildings and site shall meet these requirements.

A safety program shall be maintained in compliance with all applicable Federal, state and local laws, statutes, regulations, and codes. The Contractor shall comply with the requirements of the *Occupational Safety and Health Act of 1970* and all codes and regulations associated with 29 CFR 1910 and 1926.

Fire Alarm Systems and Equipment – All fire detection, communication, alarm, annunciation, suppression, and related equipment shall be operated, inspected, maintained, and tested in accordance with the edition of the applicable NEC and Life Safety Codes under which the facility was permitted at the time of original construction.

The Contractor shall provide outside lighting sufficient to illuminate the entire facility and secure perimeter, subject to ICE’s visual inspection and approval.

For expansion or existing physical plant, final and completed, the Contractor prior to issuance of the end of the post-award conference shall submit design/construction documents to the COR. For expansion projects, the schedule shall be updated to reflect current progress and submitted to the COR on a monthly basis. Government staff will make periodic visits during the expansion to verify Contractor progress and compliance with contract requirements. As-built drawings and current drawings of the buildings and site utilities shall

be maintained in a secure location during construction and contract performance. These updates shall be provided to the COR within 30 days of any changes made. Site utilities include, but are not limited to: water and sewer lines; gas lines; tunnels; steam lines; chilled water lines; recording layouts; elevations; modifications; additions; etc. Two copies of the as-built drawings shall be provided to the COR in AUTOCAD release 14.0 on a CD-ROM no later than 90 days after issuance of the award.

Promptly after the occurrence of any physical damage to the facility (including disturbances), the Contractor shall report such damage to the COR or ICE designated official. It shall be the responsibility of the Contractor to repair such damage, to rebuild or restore the institution.

Government staff will be on-site to monitor contract performance and manage other Government interests associated with operation of the facility. Government staff will have full access to all areas of the facility. Contractor access to Government required space must be pre-approved by the COR. In cases of emergency the Contractor shall notify the COR promptly.

## **R. Environmental Policy Procedures:**

### **1. National Environmental Policy Act (NEPA)**

Any action funded in whole or in part by a Federal Agency, or requiring approval by a Federal Agency, must be evaluated in accordance with NEPA (42 U.S.C. § 4321) and related environmental laws and executive orders. Therefore, ICE requires the following deliverables from an offeror for ICE to fulfill its obligations related to NEPA:

- a) ICE advises all offerors that, as part of the solicitation process, the offeror must provide information related to compliance with NEPA and all related laws and procedures as outlined in the DHS Directive 023-01 Revision 01 "Implementation of the National Environmental Policy Act" (or its most recent revision) and the associated instruction manual: DHS Instruction Manual 023-01-001-01 and Section J Attachment 16. The offeror must respond to the information and reporting request with the appropriate documentation and/ or studies if required. For more information on how these and other National Environmental Policy Act (NEPA) 42 U.S.C. 4321 compliance documents will figure into any evaluation for award, reference Section L and M of this solicitation.
- b) NEPA compliance must be fully documented and completed in order for ICE to give further consideration to any proposal resulting from this RFP.
- c) In certain instances, based on requirements listed in the RFP, a Phase I Environmental Site Assessment (ESA) may be required. If a Phase I ESA is required, the offeror will fund and provide a Phase I ESA report to ICE. The standard for the Phase I ESA is outlined by the American Society for Testing and Materials (ASTM) Designation E 1527-13, "Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process."

Any of the reports or studies from Items a-c above will be submitted by the offeror as separate stand-alone documents, not part of any Technical Proposal or Price Proposal submitted as part of any offer resulting from this solicitation. For more information on NEPA compliance: reference <http://www.epa.gov/compliance/nepa>.

## 2. Other Requirements

The successful awardee of any contract for detention space will remain in compliance with federal statutes during performance of the contract including, but not limited to, the following Acts: *Clean Air, Clean Water, Endangered Species, Resources Conservation and Recovery*; and other applicable laws, regulations and requirements. The successful awardee of any contract for detention space will also comply with all applicable limitations and mitigation measures identified in any EA and FONSI, or EIS and ROD, prepared in conjunction with the contract pursuant to NEPA.

The successful awardee of any contract for detention space shall be responsible for and will indemnify and hold the Government harmless for any and all spills, releases, emissions, disposal, and discharges of any toxic or hazardous substance, any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance of the contract or any substance, material, equipment, or facility utilized. For the purposes of any environmental statute or regulation, the successful awardee will be considered the “owner and operator” for any facility utilized in the performance of the contract and shall indemnify and hold the Government harmless for the failure to adhere to any applicable law or regulation established to protect the human or physical environment. The successful awardee shall be responsible in the same manner as above regardless of whether activities leading to or causing a spill, release, emission or discharge are performed by the successful awardee, its agent or designee, a detainee, visitors, or any third party.

If any spills or releases of any toxic or hazardous substance, any pollutant, or any waste into the environment occur, the successful awardee of any contract for detention space will immediately report the incident to the Contracting Officer’s Representative (COR), or other ICE-designated official as set out in the contract. The liability for any spill or release of such regulated substances rests solely with the successful awardee and its agent.

## **VIII. FOOD SERVICE**

### **Manage Food Service Program in a Safe and Sanitary Environment**

The Contractor shall provide detainees with nutritious, adequately varied meals, prepared in a sanitary manner while identifying, developing, and managing resources to meet the operational needs of the food service program.

The Contractor shall provide a sack meal for detainees in custody and those who are absent during any meal or planning for departure, or meals for detainees on certain travel routes (upon order by the ICE COR or designated official). Further, the Contractor shall provide detainee sack meals as requested by ICE staff. The contents of the sack meals must be approved by COR or designee.

At the COR's request, the Contractor shall provide sack meals for detainees in ICE custody, but not yet on the Contractor's premises.

The Contractor shall identify, develop, and manage food service program policy, procedures, and practices in accordance with PBNDS 2011, Standard 4.1 "Food Service."

All food service preparation resources (appliances, freezers, food preparation tables, coolers) must be in operating condition. Additionally, the Contractor's kitchen will be in operating condition at the commencement of the contract.

## **IX. PROPERTY ACCOUNTABILITY**

### **A. General**

The Contractor personnel shall not permit any Government property to be taken away or removed from the premises.

The Contractor shall enact practices to safeguard and protect Government property against abuse, loss, or any other such incidents. Government property shall be used only for official business.

All Government property furnished under this contract shall remain property of the Government throughout the contract term. ICE shall maintain a written inventory of all Government property issued to the Contractor for performance hereunder. Upon expiration or termination of this contract, the Contractor shall render a written accounting to the COR of all such property. The Contractor shall assume all risk, and shall be responsible for any damage to or loss of Government furnished property used by Contractor employees. Normal wear and tear will be allowed.

The Contractor, upon expiration or termination of services, shall immediately transfer to the COR, any and all Government property in its possession or in the possession of any individuals or organizations under its control, except as otherwise provided for in this contract. The Contractor shall cooperate fully in transferring property to the successor Contractor. The Government shall withhold final payment until adjustments are made for any lost property.

### **B. Use of Government Wireless Communication Devices**

All personnel that have been issued a Federal Government owned wireless communication device, including but not limited to, cellular telephones, pagers or wireless Internet devices,

are authorized to possess and use those items in all areas of the facility in which ICE detainees are present. Cellular, telephone, and wireless boosters shall be provided, installed, and maintained by the Contractor to ensure optimal service throughout the facility and ICE and/or DOJ administrative areas.

## **X. FIREARMS / BODY ARMOR**

### **A. Firearms Requirements**

The Contractor shall provide well maintained or new firearms and maintain sufficient licensed firearms and ammunition to equip each armed Detention Officer and armed supervisor(s) with a licensed weapon while on duty. Firearms may be re-issued to replacement employees throughout the life of the contract as long as the firearm is in serviceable condition. See Section J, Attachment 6, Interim ICE Firearms Policy.

Personal firearms shall not be used. A licensed gunsmith, in writing, shall certify all firearms safe and accurate.

Firearms shall be standard police service-type, semi-automatic capable of firing hollow-point ammunition that meets the recommendations of the firearms manufacturer. Ammunition will be factory load only – no reloads. The Contractor shall adhere to the manufacturer's specifications regarding ammunition retention, e.g., ammunition shall be properly rotated, and older ammunition utilized prior to utilization of newer ammunition.

The Contractor shall provide sufficient ammunition for each armed Detention Officer, including uniformed contract supervisor(s); they shall be issued three full magazines.

The Contractor shall account for all firearms and ammunition daily. If any weapons or ammunition are missing from the inventory, the COR shall be notified immediately.

All firearms shall be licensed by the State.

Firearms shall be inspected. This shall be documented by the Warden/Facility Director.

Loading, unloading, and cleaning of the firearms shall only take place in designated areas.

The firearms shall be cleaned and oiled as appropriate to ensure optimum operating conditions.

Firearms shall be carried with the safety on, if applicable, with a round in the chamber.

The Contractor shall maintain appropriate and ample supplies of firearms' upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes, patches, and other normal maintenance tools).

The Contractor shall provide a complete listing of licensed firearms by serial numbers and by each safe location to the COR prior to beginning performance under this contract.

These lists shall be kept current through the terms of the contract and posted within each firearm's safe.

The Contractor shall obtain and maintain on file appropriate State and municipality permits and weapons permits for each officer.

A copy of this permit shall be provided to the COR at least three working days prior to the anticipated assignment date of any individual.

The Contractor shall ensure that its employees have all permits and licenses in their possession at all times while in performance of this contract.

The Contractor shall provide safes/vaults for storage of firearms and ammunition, for each location where firearms are issued or exchanged, which meet agency requirements and are approved for the storage of firearms and ammunition.

The COR is responsible for approving the proposed safes/vaults prior to usage. Contract supervisors and guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register.

Except when issuing or returning ammunition or firearms, each safe/vault shall remain locked at all times.

The Contractor shall be responsible for having the combination of each safe/vault changed at least once every six months, or more often if circumstances warrant.

The Contractor shall certify firearms training to the COR.

The Contractor shall certify proficiency in accordance with State requirements.

The Contractor shall provide an ICE approved intermediate weapon(s).

The Contractor shall assign one or more contractor staff to the positions of:

1. Ammunition Control Officer, and
2. Firearms Control Officer, per PBNDS 2011.

## **B. Body Armor Requirements**

The Contractor shall provide body armor to all armed Detention Officers and armed supervisor(s). Body armor shall be worn while on armed duty. The body armor shall meet all requirements as set forth in the ICE Body Armor Policy. See Section J, Attachment 10, ICE Body Armor Policy.

The Contractor shall procure replacement body armor if the body armor becomes unserviceable, ill-fitting, worn/damaged, or at the expiration of service life.

All armed Detention Officers and armed supervisors need to be made aware of the health risks associated with the wearing of body armor in high heat/high humidity conditions and/or during strenuous exertion. When Detention Officers and supervisors are required to wear body armor, they shall be provided opportunities to re-hydrate and remove the body armor as necessary.

The use of personally-owned body armor is not authorized.

## **XI. TRANSITION**

### **A. Transition-In**

The Contractor shall be responsible for the transition of all activities identified in this PWS. The Contractor's transition-in shall be accomplished as expeditiously as possible, with a maximum transition-in period of 60 days after contract award. The transition-in process shall not adversely impact the work being done by the outgoing Contractor. It shall be conducted in a manner consistent with safe operation requirements. The Contractor shall submit a final Transition-in Plan for approval by the Contracting Officer's Representative (COR) within two (2) weeks after award reflecting input from the COR as well as all necessary activities to facilitate the transition of services to the Contractor and expected completion dates of those activities. All activities must be completed during transition periods. The Transition-In Plan shall address, at a minimum, the following areas:

- Inventory and orderly transfer of all Government Furnished Equipment and Property (GFE/GFP);
- Transfer of documentation;
- Transfer of current project activities;
- Workplace logistics and staffing plan: Identification of the key personnel transition team members by name, position, EOD, clearance, start date, and responsibilities;
- Coordination of knowledge transfer sessions with the incumbent Contractor;
- Favorable EOD for all Contractor staff from the ICE Personnel Security Unit (PSU);
- Coordination of transition with COR and local field office;
- Any additional information required by other clauses contained in this contract.

The Transition-in Plan shall be approved by the COR and describe the Contractor's process for transitioning from the incumbent with no disruption in operational services.

### **B. Transition-Out**

The Contractor shall be responsible for the transition-out of all technical activities identified in this PWS during the final, awarded period of performance. The Contractor shall submit the Transition-out Plan two (2) months prior to the completion of the period of performance of this

contract. The Contractor's Transition-out Plan shall be approved by the COR. The Contractor shall complete the transition by the end of the period of performance of this Task Order. The Transition-Out Plan shall address, at a minimum, the following areas:

- Inventory and orderly transfer of all GFE/GFP
- Briefing on all in-progress and committed items.
- Any additional information required by other clauses contained in this contract.

The Contractor shall fully support the transition of all requirements to any successor to ensure no disruption in operational services.

Requirement B	
Location Requirements	Requirement B must be located within 50 driving miles from Austin-Bergstrom International Airport and no more than 30 driving miles from a major hospital and emergency services. The facility(ies) shall have access to public and commercial transportation routes and services.
<b>Estimated Population Size</b>	
Male	(b)(7)(E)
Female	
Juvenile	
Family	
Special Management unit for administrative and discipline segregation	Yes
<b>Expected Risk Detainees</b>	
Level 1 (Low)	Yes
Level 1.5 (Medium Low)	No
Level 2 (Medium High)	No
Level 3 (High)	No
<b>Facility, Detention and Administrative Space Requirements (Approximate Minimum Requirements)</b>	
ICE/ERO	<p>Administrative and support space for ICE staff of approximately (b)(7)(E) employees</p> <p>Including:</p> <p>(b)(7)(E) Offices</p> <p>(b)(7)(E) Cubicles</p> <p>5 VTC rooms (excluding VTC in the conference room)</p>
Additional Administrative/Common area requirements	<ul style="list-style-type: none"> <li>▪ Break room with kitchenette</li> <li>▪ Storage Room</li> <li>▪ Interview Room</li> <li>▪ Conference Room (with VTC capability) (not included in the above 5 VTC rooms)</li> <li>▪ Secure File Room</li> <li>▪ Copier/Fax/Printer/Shredder Area</li> <li>▪ Male Restroom (not used/shared with detainees/inmates)</li> <li>▪ Female Restroom (not used/shared with detainees/inmates)</li> <li>▪ Training room</li> <li>▪ Gym/Exercise room (including male/female showers and lockers in sperate room)</li> </ul> <p>Firearms locker (able to store approximately (b)(7)(E) firearms)</p>

ICE/Processing/Holding Space	<p>The contractor will need to man and operate these hold rooms in accordance to the attached ICE policy 11087.1 Operations of ERO Holding Facilities (Attachment 7).</p> <ul style="list-style-type: none"> <li>Intake area for in-processing and out-processing of detainees</li> </ul> <p>Must have capacity of (b)(7)(F) standing detainees</p>
ICE/Health Services	<p>The Contractor shall provide administrative and support space for Health Services (IHSC) staff of approximately (b)(7)(F) medical staff.</p> <p>The medical area must have at least the following:</p> <ul style="list-style-type: none"> <li>1 Nurses Station</li> <li>1 Pharmacy</li> <li>5 Medical Exam rooms w/ sinks</li> <li>1 Dental Exam Room</li> <li>(b)(7)(F) Small Admin Offices</li> <li>1 Medical dept breakroom</li> <li>4 Medical Exam Rooms in the intake area with sinks</li> <li>5 Mental Health Exam Rooms</li> <li>1 Medical Records Room</li> <li>1 Medical/TB Isolation Room</li> </ul> <p>Additional administrative areas for IHSC (medical) staff:</p> <ul style="list-style-type: none"> <li>Break room with kitchenette</li> <li>Secure Medical Records Storage Room</li> <li>Storage Room</li> </ul>
ICE/OPLA Space	Not applicable to this requirement.
U.S. Citizenship and Immigration Services (USCIS) Space	Not applicable to this requirement.
Executive Office for Immigration Review (EOIR) Space	Not applicable to this requirement.
Furniture Requirements	<ul style="list-style-type: none"> <li>New furniture as required at beginning of contract</li> </ul>
Additional Electronic Requirements	<ul style="list-style-type: none"> <li>None</li> </ul>
Parking	<p>80 onsite parking spaces used exclusively for Government and ICE visitors</p> <ul style="list-style-type: none"> <li>Approximately (b)(7)(E) for ICE employees</li> <li>Approximately (b)(7)(E) for ICE visitors</li> <li>Approximately (b)(7)(E) buses</li> </ul>
Translation Services	No additional translation services required.

Detainee Work Program	Yes – see PBNDS 2011 revised 2016																				
The facility shall have 100% auxiliary power																					
<b>Transportation Requirements</b>																					
In FY18, the vendor for this requirement drove approximately (b)(7)(E) miles and used (b)(7)(E) guard hours to support ground transportation activities. The vendor also provided (b)(7)(E) missions in FY18. This historical data does not constitute a guaranteed minimum number of miles and should be used only for planning purposes. The Offeror may be required to perform additional movements as directed by the COR.																					
This “Transportation Requirements” information is provided only for reference for Offerors. This information shall not constitute a guaranteed minimum number of beds, detainees nor miles, nor shall it constitute a maximum number of miles required under any forthcoming contract.																					
Table 1 below represents the historical movements that occurred in connection with this requirement, accompanied with monthly and annual totals for FY18. The chart includes movement types, average number of stops, average number of monthly trips, average number of hours and miles per trip, average number of detainees per trip, average number of miles per month, and total numbers of miles per year. If the indicated start and stop location are the same, then the provider made a stop at a location and returned to the historic facility for Requirement B. For medical movements, the vendor stopped at local doctors’ offices, hospitals, or appointments. Stationary duty movements occurred to provide guard duties for local appointments.																					
<table><tr><th>Start location</th><th>End Location</th><th>Movement Type</th><th>Average # of Stops</th><th>Average # of Monthly Trips</th><th>Average # of Hours Per Trip</th><th>Average # of Detainees Per Trip</th><th>Average # of Miles Per Trip</th><th>Average # of Miles Per Month</th><th>Number of Miles Per Year</th></tr><tr><td colspan="10">(b)(7)(E)</td></tr></table>		Start location	End Location	Movement Type	Average # of Stops	Average # of Monthly Trips	Average # of Hours Per Trip	Average # of Detainees Per Trip	Average # of Miles Per Trip	Average # of Miles Per Month	Number of Miles Per Year	(b)(7)(E)									
Start location	End Location	Movement Type	Average # of Stops	Average # of Monthly Trips	Average # of Hours Per Trip	Average # of Detainees Per Trip	Average # of Miles Per Trip	Average # of Miles Per Month	Number of Miles Per Year												
(b)(7)(E)																					
Table 2 lists movement types that occur on an infrequent, or an as-needed basis for legal appointments. The chart includes the movement type, average number of hours, average number of stops, average number of detainees, and average number of miles per trip. If the indicated start and stop location are the same, then the provider made stops at local courts, then returned to the main facility. The following trip occurred four times in FY18.																					

<i>Start location</i>	<i>End Location</i>	<i>Movement Type</i>	<i>Average # of Stops</i>	<i>Average # of Hours Per Trip</i>	<i>Average # of Detainees Per Trip</i>	<i>Average # of Miles Per Trip</i>
(b)(7)(E)						
Transportation Routes			<ul style="list-style-type: none"> <li>• To and from local medical clinic</li> <li>• To and from local hospital</li> <li>• To and from court in San Antonio (occurs approximately once every 3 months)</li> <li>• To and from psychiatric hospital – if admitted (occurs approximately maybe once every six months)</li> </ul>			
Transportation Guaranteed Minimum mileage			None			
<b>Guard Services</b>						
Minimum Hours			None			
Required postings/patrols			(b)(7)(E) FTE vehicle patrol			
<b>Training</b>						
No additional site-specific training requirements.						
<b>DTS Contractor</b>						
<u>ICE Detainee Telecon System (DTS) Contractor Information:</u>						
<p>Company Name: Talton Communications  910 Ravenwood Drive  Selma Alabama 36701</p> <p>Phone: 334-877-(b)(6); (b)(7)(C)  Email: (b)(6); (b)(7)(C)@talton.com</p>						
<b>Historical Location</b>						
T. Don Hutto Residential Center 1001 Welch St. Taylor, TX 76574						

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director		Wage Determination No.: 2015-5215 Revision No.: 15 Date Of Last Revision: 06/27/2020
Division of Wage Determinations		

Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Texas

Area: Texas Counties of Bastrop Caldwell Hays Travis Williamson

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.20
01012 - Accounting Clerk II		18.18
01013 - Accounting Clerk III		20.35
01020 - Administrative Assistant		27.99
01035 - Court Reporter		31.71
01041 - Customer Service Representative I		12.93
01042 - Customer Service Representative II		14.53
01043 - Customer Service Representative III		15.86
01051 - Data Entry Operator I		14.18
01052 - Data Entry Operator II		15.48
01060 - Dispatcher Motor Vehicle		19.87
01070 - Document Preparation Clerk		16.82
01090 - Duplicating Machine Operator		16.82
01111 - General Clerk I		14.89
01112 - General Clerk II		16.26
01113 - General Clerk III		18.25
01120 - Housing Referral Assistant		22.35
01141 - Messenger Courier		13.45
01191 - Order Clerk I		16.70
01192 - Order Clerk II		18.23
01261 - Personnel Assistant (Employment) I		17.29
01262 - Personnel Assistant (Employment) II		19.34
01263 - Personnel Assistant (Employment) III		21.57
01270 - Production Control Clerk		22.61
01290 - Rental Clerk		14.07
01300 - Scheduler Maintenance		17.78

01311 - Secretary I	17.78
01312 - Secretary II	20.08
01313 - Secretary III	22.35
01320 - Service Order Dispatcher	17.76
01410 - Supply Technician	27.99
01420 - Survey Worker	16.57
01460 - Switchboard Operator/Receptionist	13.97
01531 - Travel Clerk I	15.31
01532 - Travel Clerk II	16.53
01533 - Travel Clerk III	17.52
01611 - Word Processor I	15.42
01612 - Word Processor II	17.31
01613 - Word Processor III	19.37
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	23.86
05010 - Automotive Electrician	22.65
05040 - Automotive Glass Installer	21.33
05070 - Automotive Worker	21.33
05110 - Mobile Equipment Servicer	18.56
05130 - Motor Equipment Metal Mechanic	23.95
05160 - Motor Equipment Metal Worker	21.33
05190 - Motor Vehicle Mechanic	23.95
05220 - Motor Vehicle Mechanic Helper	17.20
05250 - Motor Vehicle Upholstery Worker	19.88
05280 - Motor Vehicle Wrecker	21.33
05310 - Painter Automotive	22.65
05340 - Radiator Repair Specialist	21.33
05370 - Tire Repairer	13.17
05400 - Transmission Repair Specialist	23.95
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.20
07041 - Cook I	12.47
07042 - Cook II	14.32
07070 - Dishwasher	11.55
07130 - Food Service Worker	13.29
07210 - Meat Cutter	16.63
07260 - Waiter/Waitress	10.01
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.97
09040 - Furniture Handler	10.21
09080 - Furniture Refinisher	15.27
09090 - Furniture Refinisher Helper	12.00
09110 - Furniture Repairer Minor	13.83
09130 - Upholsterer	17.75
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.25
11060 - Elevator Operator	12.25
11090 - Gardener	18.31
11122 - Housekeeping Aide	13.11
11150 - Janitor	13.11
11210 - Laborer Grounds Maintenance	14.30
11240 - Maid or Houseman	10.64
11260 - Pruner	12.95
11270 - Tractor Operator	16.96
11330 - Trail Maintenance Worker	14.30
11360 - Window Cleaner	14.48
12000 - Health Occupations	
12010 - Ambulance Driver	21.96
12011 - Breath Alcohol Technician	21.27
12012 - Certified Occupational Therapist Assistant	34.85
12015 - Certified Physical Therapist Assistant	32.04
12020 - Dental Assistant	20.13
12025 - Dental Hygienist	41.16
12030 - EKG Technician	31.32
12035 - Electroneurodiagnostic Technologist	31.32

12040 - Emergency Medical Technician	21.96
12071 - Licensed Practical Nurse I	19.01
12072 - Licensed Practical Nurse II	21.27
12073 - Licensed Practical Nurse III	23.71
12100 - Medical Assistant	16.45
12130 - Medical Laboratory Technician	23.45
12160 - Medical Record Clerk	15.93
12190 - Medical Record Technician	17.82
12195 - Medical Transcriptionist	19.01
12210 - Nuclear Medicine Technologist	38.60
12221 - Nursing Assistant I	11.50
12222 - Nursing Assistant II	12.93
12223 - Nursing Assistant III	14.11
12224 - Nursing Assistant IV	15.83
12235 - Optical Dispenser	18.42
12236 - Optical Technician	15.82
12250 - Pharmacy Technician	16.95
12280 - Phlebotomist	17.15
12305 - Radiologic Technologist	29.36
12311 - Registered Nurse I	23.41
12312 - Registered Nurse II	28.63
12313 - Registered Nurse II Specialist	28.63
12314 - Registered Nurse III	34.65
12315 - Registered Nurse III Anesthetist	34.65
12316 - Registered Nurse IV	41.53
12317 - Scheduler (Drug and Alcohol Testing)	27.20
12320 - Substance Abuse Treatment Counselor	22.43
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.55
13012 - Exhibits Specialist II	25.78
13013 - Exhibits Specialist III	27.62
13041 - Illustrator I	19.55
13042 - Illustrator II	25.78
13043 - Illustrator III	27.60
13047 - Librarian	30.96
13050 - Library Aide/Clerk	14.43
13054 - Library Information Technology Systems Administrator	27.95
13058 - Library Technician	18.57
13061 - Media Specialist I	20.17
13062 - Media Specialist II	22.57
13063 - Media Specialist III	25.15
13071 - Photographer I	16.60
13072 - Photographer II	18.57
13073 - Photographer III	23.01
13074 - Photographer IV	28.15
13075 - Photographer V	34.06
13090 - Technical Order Library Clerk	18.13
13110 - Video Teleconference Technician	21.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.83
14042 - Computer Operator II	18.83
14043 - Computer Operator III	20.99
14044 - Computer Operator IV	23.32
14045 - Computer Operator V	25.83
14071 - Computer Programmer I	(see 1) 25.43
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.83
14160 - Personal Computer Support Technician	23.32
14170 - System Support Specialist	29.15

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.00
15020 - Aircrew Training Devices Instructor (Rated)	37.51
15030 - Air Crew Training Devices Instructor (Pilot)	44.67
15050 - Computer Based Training Specialist / Instructor	31.03
15060 - Educational Technologist	33.26
15070 - Flight Instructor (Pilot)	44.67
15080 - Graphic Artist	26.05
15085 - Maintenance Test Pilot Fixed Jet/Prop	41.07
15086 - Maintenance Test Pilot Rotary Wing	41.07
15088 - Non-Maintenance Test/Co-Pilot	41.07
15090 - Technical Instructor	23.08
15095 - Technical Instructor/Course Developer	28.22
15110 - Test Proctor	18.63
15120 - Tutor	18.63
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.22
16030 - Counter Attendant	9.22
16040 - Dry Cleaner	11.26
16070 - Finisher Flatwork Machine	9.22
16090 - Presser Hand	9.22
16110 - Presser Machine Drycleaning	9.22
16130 - Presser Machine Shirts	9.22
16160 - Presser Machine Wearing Apparel Laundry	9.22
16190 - Sewing Machine Operator	11.98
16220 - Tailor	12.76
16250 - Washer Machine	9.78
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.33
19040 - Tool And Die Maker	28.23
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.53
21030 - Material Coordinator	22.37
21040 - Material Expediter	22.37
21050 - Material Handling Laborer	12.94
21071 - Order Filler	13.95
21080 - Production Line Worker (Food Processing)	15.53
21110 - Shipping Packer	16.24
21130 - Shipping/Receiving Clerk	16.24
21140 - Store Worker I	12.04
21150 - Stock Clerk	16.13
21210 - Tools And Parts Attendant	15.53
21410 - Warehouse Specialist	15.53
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	34.95
23019 - Aircraft Logs and Records Technician	27.46
23021 - Aircraft Mechanic I	33.08
23022 - Aircraft Mechanic II	34.95
23023 - Aircraft Mechanic III	36.95
23040 - Aircraft Mechanic Helper	23.75
23050 - Aircraft Painter	31.29
23060 - Aircraft Servicer	27.46
23070 - Aircraft Survival Flight Equipment Technician	31.29
23080 - Aircraft Worker	29.46
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	29.46
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	33.08
23110 - Appliance Mechanic	21.74
23120 - Bicycle Repairer	17.11
23125 - Cable Splicer	31.37
23130 - Carpenter Maintenance	18.84
23140 - Carpet Layer	21.33
23160 - Electrician Maintenance	25.06
23181 - Electronics Technician Maintenance I	24.29

23182 - Electronics Technician Maintenance II	25.81
23183 - Electronics Technician Maintenance III	27.29
23260 - Fabric Worker	19.88
23290 - Fire Alarm System Mechanic	22.43
23310 - Fire Extinguisher Repairer	18.57
23311 - Fuel Distribution System Mechanic	22.54
23312 - Fuel Distribution System Operator	17.47
23370 - General Maintenance Worker	17.64
23380 - Ground Support Equipment Mechanic	33.08
23381 - Ground Support Equipment Servicer	27.46
23382 - Ground Support Equipment Worker	29.46
23391 - Gunsmith I	18.57
23392 - Gunsmith II	21.33
23393 - Gunsmith III	23.96
23410 - Heating Ventilation And Air-Conditioning Mechanic	20.86
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	22.04
23430 - Heavy Equipment Mechanic	23.41
23440 - Heavy Equipment Operator	19.41
23460 - Instrument Mechanic	27.80
23465 - Laboratory/Shelter Mechanic	22.66
23470 - Laborer	12.94
23510 - Locksmith	21.01
23530 - Machinery Maintenance Mechanic	25.43
23550 - Machinist Maintenance	22.93
23580 - Maintenance Trades Helper	14.04
23591 - Metrology Technician I	27.80
23592 - Metrology Technician II	29.36
23593 - Metrology Technician III	31.04
23640 - Millwright	23.96
23710 - Office Appliance Repairer	17.77
23760 - Painter Maintenance	17.56
23790 - Pipefitter Maintenance	25.38
23810 - Plumber Maintenance	24.00
23820 - Pneudraulic Systems Mechanic	23.96
23850 - Rigger	23.96
23870 - Scale Mechanic	21.33
23890 - Sheet-Metal Worker Maintenance	24.68
23910 - Small Engine Mechanic	18.93
23931 - Telecommunications Mechanic I	24.09
23932 - Telecommunications Mechanic II	25.45
23950 - Telephone Lineman	25.07
23960 - Welder Combination Maintenance	20.39
23965 - Well Driller	22.81
23970 - Woodcraft Worker	23.96
23980 - Woodworker	18.57
24000 - Personal Needs Occupations	
24550 - Case Manager	18.58
24570 - Child Care Attendant	11.41
24580 - Child Care Center Clerk	14.23
24610 - Chore Aide	10.33
24620 - Family Readiness And Support Services Coordinator	18.58
24630 - Homemaker	18.58
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.96
25040 - Sewage Plant Operator	21.56
25070 - Stationary Engineer	23.96
25190 - Ventilation Equipment Tender	17.20
25210 - Water Treatment Plant Operator	21.56
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.45
27007 - Baggage Inspector	14.43
27008 - Corrections Officer	21.02

27010 - Court Security Officer	25.03
27030 - Detection Dog Handler	16.19
27040 - Detention Officer	21.02
27070 - Firefighter	29.03
27101 - Guard I	14.43
27102 - Guard II	16.19
27131 - Police Officer I	30.86
27132 - Police Officer II	34.28
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.02
28042 - Carnival Equipment Repairer	14.06
28043 - Carnival Worker	9.94
28210 - Gate Attendant/Gate Tender	15.78
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	17.65
28510 - Recreation Aide/Health Facility Attendant	12.88
28515 - Recreation Specialist	21.87
28630 - Sports Official	14.06
28690 - Swimming Pool Operator	16.14
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.16
29020 - Hatch Tender	25.16
29030 - Line Handler	25.16
29041 - Stevedore I	23.63
29042 - Stevedore II	26.73
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	40.65
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.04
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.87
30021 - Archeological Technician I	20.39
30022 - Archeological Technician II	22.81
30023 - Archeological Technician III	28.27
30030 - Cartographic Technician	28.27
30040 - Civil Engineering Technician	25.78
30051 - Cryogenic Technician I	28.80
30052 - Cryogenic Technician II	29.90
30061 - Drafter/CAD Operator I	18.92
30062 - Drafter/CAD Operator II	21.16
30063 - Drafter/CAD Operator III	23.60
30064 - Drafter/CAD Operator IV	28.80
30081 - Engineering Technician I	14.89
30082 - Engineering Technician II	16.71
30083 - Engineering Technician III	18.69
30084 - Engineering Technician IV	23.16
30085 - Engineering Technician V	28.33
30086 - Engineering Technician VI	34.27
30090 - Environmental Technician	22.39
30095 - Evidence Control Specialist	24.45
30210 - Laboratory Technician	22.60
30221 - Latent Fingerprint Technician I	23.19
30222 - Latent Fingerprint Technician II	25.61
30240 - Mathematical Technician	28.83
30361 - Paralegal/Legal Assistant I	20.07
30362 - Paralegal/Legal Assistant II	27.87
30363 - Paralegal/Legal Assistant III	30.42
30364 - Paralegal/Legal Assistant IV	36.80
30375 - Petroleum Supply Specialist	29.90
30390 - Photo-Optics Technician	26.21
30395 - Radiation Control Technician	29.90
30461 - Technical Writer I	24.09
30462 - Technical Writer II	29.46
30463 - Technical Writer III	35.65
30491 - Unexploded Ordnance (UXO) Technician I	25.83
30492 - Unexploded Ordnance (UXO) Technician II	31.26
30493 - Unexploded Ordnance (UXO) Technician III	37.47

30494 - Unexploded (UXO) Safety Escort	25.83
30495 - Unexploded (UXO) Sweep Personnel	25.83
30501 - Weather Forecaster I	27.08
30502 - Weather Forecaster II	32.94
30620 - Weather Observer Combined Upper Air Or. (see 2)	23.60
Surface Programs	
30621 - Weather Observer Senior (see 2)	26.21
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.26
31020 - Bus Aide	14.52
31030 - Bus Driver	19.91
31043 - Driver Courier	18.39
31260 - Parking and Lot Attendant	11.50
31290 - Shuttle Bus Driver	19.26
31310 - Taxi Driver	13.26
31361 - Truckdriver Light	19.86
31362 - Truckdriver Medium	21.26
31363 - Truckdriver Heavy	19.27
31364 - Truckdriver Tractor-Trailer	19.27
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.24
99030 - Cashier	11.51
99050 - Desk Clerk	12.33
99095 - Embalmer	28.37
99130 - Flight Follower	25.83
99251 - Laboratory Animal Caretaker I	12.24
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	37.41
99310 - Mortician	28.37
99410 - Pest Controller	17.98
99510 - Photofinishing Worker	14.92
99710 - Recycling Laborer	20.64
99711 - Recycling Specialist	24.47
99730 - Refuse Collector	18.75
99810 - Sales Clerk	11.79
99820 - School Crossing Guard	11.06
99830 - Survey Party Chief	22.76
99831 - Surveying Aide	15.64
99832 - Surveying Technician	20.02
99840 - Vending Machine Attendant	11.69
99841 - Vending Machine Repairer	14.17
99842 - Vending Machine Repairer Helper	11.69

---

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

#### **\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) \*\*****Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the

date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."



## ATTACHMENT 16: DHS PREA STANDARDS

This document incorporates the requirements from Subpart A of the U.S. Department of Homeland Security (DHS) regulation titled, “Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities,” 79 Fed. Reg. 13100 (Mar. 7, 2014) that are specifically applicable to detention facilities. Requirements that are applicable to the agency only have not been included, and accordingly, the numbering and sequential order within each of the below sections may not necessarily reflect those contained in Subpart A. Where any requirements of the DHS standards may conflict with the terms of the ICE detention standards currently applicable at the facility, the DHS PREA standards shall supersede:

### **115.6 Definitions Related to Sexual Abuse and Assault**

- (1) Sexual abuse includes –
  - (a) Sexual abuse and assault of a detainee by another detainee; and
  - (b) Sexual abuse and assault of a detainee by a staff member, contractor, or volunteer.
- (2) Sexual abuse of a detainee by another detainee includes any of the following acts by one or more detainees, prisoners, inmates, or residents of the facility in which the detainee is housed who, by force, coercion, or intimidation, or if the victim did not consent or was unable to consent or refuse, engages in or attempts to engage in:
  - (a) Contact between the penis and the vulva or anus and, for purposes of this subparagraph, contact involving the penis upon penetration, however slight;
  - (b) Contact between the mouth and the penis, vulva, or anus;
  - (c) Penetration, however, slight, of the anal or genital opening of another person by a hand or finger or by any object;
  - (d) Touching of the genitalia, anus, groin, breast, inner thighs or buttocks, either directly or through the clothing, with an intent to abuse, humiliate, harass, degrade or arouse or gratify the sexual desire of any person; or
  - (e) Threats, intimidation, or other actions or communications by one or more detainees aimed at coercing or pressuring another detainee to engage in a sexual act.
- (3) Sexual abuse of a detainee by a staff member, contractor, or volunteer includes any of the following acts, if engaged in by one or more staff members, volunteers, or contract personnel who, with or without the consent of the detainee, engages in or attempts to engage in:
  - (a) Contact between the penis and the vulva or anus and, for purposes of this subparagraph, contact involving the penis upon penetration, however slight;
  - (b) Contact between the mouth and the penis, vulva, or anus;
  - (c) Penetration, however slight, of the anal or genital opening of another person by a hand or finger or by any object that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
  - (d) Intentional touching of the genitalia, anus, groin, breast, inner thighs or buttocks, either directly or through the clothing, that is unrelated to official duties or where

- the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (e) Threats, intimidation, harassment, indecent, profane or abusive language, or other actions or communications, aimed at coercing or pressuring a detainee to engage in a sexual act;
  - (f) Repeated verbal statements or comments of a sexual nature to a detainee;
  - (g) Any display of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, detainee, or resident, or
  - (h) Voyeurism, which is defined as the inappropriate visual surveillance of a detainee for reasons unrelated to official duties. Where not conducted for reasons relating to official duties, the following are examples of voyeurism: staring at a detainee who is using a toilet in his or her cell to perform bodily functions; requiring an inmate detainee to expose his or her buttocks, genitals, or breasts; or taking images of all or part of a detainee's naked body or of a detainee performing bodily functions.

## **PREVENTION PLANNING**

### **115.11 Zero tolerance of sexual abuse: Prevention of Sexual Assault Coordinator.**

- (1) Each facility shall have a written policy mandating zero tolerance toward all forms of sexual abuse and outlining the facility's approach to preventing, detecting, and responding to such conduct. The agency shall review and approve each facility's written policy.
- (2) Each facility shall employ or designate a Prevention of Sexual Assault Compliance Manager (PSA Compliance Manager) who shall serve as the facility point of contact for the ICE PSA Coordinator and who has sufficient time and authority to oversee facility efforts to comply with facility sexual abuse prevention and intervention policies and procedures.

### **115.13 Detainee supervision and monitoring.**

- (1) Each facility shall ensure that it maintains sufficient supervision of detainees, including through appropriate staffing levels and, where applicable, video monitoring, to protect detainees against sexual abuse.
- (2) Each facility shall develop and document comprehensive detainee supervision guidelines to determine and meet the facility's detainee supervision needs, and shall review those guidelines at least annually.
- (3) In determining adequate levels of detainee supervision and determining the need for video monitoring, the facility shall take into consideration generally accepted detention and correctional practices, any judicial findings of inadequacy, the physical layout of each facility, the composition of the detainee population, the prevalence of substantiated and unsubstantiated incidents of sexual abuse, the findings and recommendations of sexual abuse incident review reports, and any other relevant factors, including but not limited to the length of time detainees spend in agency custody.
- (4) Each facility shall conduct frequent unannounced security inspections to identify and deter sexual abuse of detainees. Such inspections shall be implemented for night as well

as day shifts. Each facility shall prohibit staff from alerting others that these security inspections are occurring, unless such announcement is related to the legitimate operational functions of the facility.

#### **115.15 Limits to cross-gender viewing and searches.**

- (1) Searches may be necessary to ensure the safety of officers, civilians and detainees; to detect and secure evidence of criminal activity; and to promote security, safety, and related interests at immigration detention facilities.
- (2) Cross-gender pat-down searches of male detainees shall not be conducted unless, after reasonable diligence, staff of the same gender is not available at the time the pat-down search is required or in exigent circumstances.
- (3) Cross-gender pat-down searches of female detainees shall not be conducted unless in exigent circumstances.
- (4) All cross-gender pat-down searches shall be documented.
- (5) Cross-gender strip searches or cross-gender visual body cavity searches shall not be conducted except in exigent circumstances, including consideration of officer safety, or when performed by medical practitioners. Facility staff shall not conduct visual body cavity searches of juveniles and, instead, shall refer all such body cavity searches of juveniles to a medical practitioner.
- (6) All strip searches and visual body cavity searches shall be documented.
- (7) Each facility shall implement policies and procedures that enable detainees to shower, perform bodily functions, and change clothing without being viewed by staff of the opposite gender, except in exigent circumstances or when such viewing is incidental to routine cell checks or is otherwise appropriate in connection with a medical examination or monitored bowel movement. Such policies and procedures shall require staff of the opposite gender to announce their presence when entering an area where detainees are likely to be showering, performing bodily functions, or changing clothing.
- (8) The facility shall not search or physically examine a detainee for the sole purposes of determining the detainee's genital characteristics. If the detainee's gender is unknown, it may be determined during conversations with the detainee, by reviewing medical records, or, if necessary, learning that information as part of a standard medical examination that all detainees must undergo as part of intake or other processing procedure conducted in private, by a medical practitioner.

#### **115.16 Accommodating detainees with disabilities and detainees who are limited English proficient.**

- (1) The agency and each facility shall take appropriate steps to ensure that detainees with disabilities (including, for example, detainees who are deaf or hard of hearing, those who are blind or have low vision, or those who have intellectual, psychiatric, or speech disabilities) have an equal opportunity to participate in or benefit from all aspects of the agency's and facility's efforts to prevent, detect, and respond to sexual abuse. Such steps shall include, when necessary to ensure effective communication with detainees who are deaf or hard of hearing, providing access to in-person, telephonic, or video interpretive services that enable effective, accurate, and impartial interpretation, both receptively and

expressively, using any necessary specialized vocabulary. In addition, the agency and facility shall ensure that any written materials related to sexual abuse are provided in formats or through methods that ensure effective communication with detainees with disabilities, including detainees who have intellectual disabilities, limited reading skills, or who are blind or have low vision. An agency or facility is not required to take actions that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity, or in undue financial and administrative burdens, as those terms are used in regulations promulgated under title II of the Americans with Disabilities Act, 28 CFR 35.164.

- (2) The agency and each facility shall take steps to ensure meaningful access to all aspects of the agency's and facility's efforts to prevent, detect, and respond to sexual abuse to detainees who are limited English proficient, including steps to provide in-person or telephonic interpretive services that enable effective, accurate, and impartial interpretation, both receptively and expressively, using any necessary specialized vocabulary.
- (3) In matters relating to allegations of sexual abuse, the agency and each facility shall provide in-person or telephonic interpretation services that enable effective, accurate, and impartial interpretation, by someone other than another detainee, unless the detainee expresses a preference for another detainee to provide interpretation, and the agency determines that such interpretation is appropriate and consistent with DHS policy. The provision of interpreter services by minors, alleged abusers, detainees who witnessed the alleged abuse, and detainees who have a significant relationship with the alleged abuser is not appropriate in matters relating to allegations of sexual abuse.

#### **115.17 Hiring and promotion decisions.**

- (1) An agency or facility shall not hire or promote anyone who may have contact with detainees, and shall not enlist the services of any contractor or volunteer who may have contact with detainees, who has engaged in sexual abuse in a prison, jail, holding facility, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); who has been convicted of engaging or attempting to engage in sexual activity facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or who has been civilly or administratively adjudicated to have engaged in such activity.
- (2) An agency or facility considering hiring or promoting staff shall ask all applicants who may have contact with detainees directly about previous misconduct described in paragraph (1) of this section, in written applications or interviews for hiring or promotions and in any interviews or written self-evaluations conducted as part of reviews of current employees. Agencies and facilities shall also impose upon employees a continuing affirmative duty to disclose any such misconduct. The agency, consistent with law, shall make its best efforts to contact all prior institutional employers of an applicant for employment, to obtain information on substantiated allegations of sexual abuse or any resignation during a pending investigation of alleged sexual abuse.
- (3) Before hiring new staff who may have contact with detainees, the agency or facility shall conduct a background investigation to determine whether the candidate for hire is suitable for employment with the facility or agency, including a criminal background

records check. Upon request by the agency, the facility shall submit for the agency's approval written documentation showing the detailed elements of the facility's background check for each staff member and the facility's conclusions. The agency shall conduct an updated background investigation every five years for agency employees who may have contact with detainees. The facility shall require an updated background investigation every five years for those facility staff who may have contact with detainees and who work in immigration-only detention facilities.

- (4) The agency or facility shall also perform a background investigation before enlisting the services of any contractor who may have contact with detainees. Upon request by the agency, the facility shall submit for the agency's approval written documentation showing the detailed elements of the facility's background check for each contractor and the facility's conclusions.
- (5) Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination or withdrawal of an offer of employment, as appropriate.
- (6) In the event the agency contracts with a facility for the confinement of detainees, the requirements of this section otherwise applicable to the agency also apply to the facility and its staff.

#### **115.18 Upgrades to facilities and technologies.**

- (1) When designing or acquiring any new facility and in planning any substantial expansion or modification of existing facilities, the facility or agency, as appropriate, shall consider the effect of the design, acquisition, expansion, or modification upon their ability to protect detainees from sexual abuse.
- (2) When installing or updating a video monitoring system, electronic surveillance system, or other monitoring technology in an immigration detention facility, the facility or agency, as appropriate, shall consider how such technology may enhance their ability to protect detainees from sexual abuse.

### **RESPONSIVE PLANNING**

#### **115.21 Evidence protocols and forensic medical examinations.**

- (1) To the extent that the agency or facility is responsible for investigating allegations of sexual abuse involving detainees, it shall follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecutions. The protocol shall be developed in coordination with DHS and shall be developmentally appropriate for juveniles, where applicable.
- (2) The agency and each facility developing an evidence protocol referred to in paragraph (1) of this section, shall consider how best to utilize available community resources and services to provide valuable expertise and support in the areas of crisis intervention and counseling to most appropriately address victims' needs. Each facility shall establish procedures to make available, to the full extent possible, outside victim services following incidents of sexual abuse; the facility shall attempt to make available to the victim a victim advocate from a rape crisis center. If a rape crisis center is not available

to provide victim advocate services, the agency shall provide these services by making available a qualified staff member from a community-based organization, or a qualified agency staff member. A qualified agency staff member or a qualified community-based staff member means an individual who has received education concerning sexual assault and forensic examination issues in general. The outside or internal victim advocate shall provide emotional support, crisis intervention, information, and referrals.

- (3) Where evidentiarily or medically appropriate, at no cost to the detainee, and only with the detainee's consent, the facility shall arrange for an alleged victim detainee to undergo a forensic medical examination by qualified health care personnel, including a Sexual Assault Forensic Examiner (SAFE) or Sexual Assault Nurse Examiner (SANE) where practicable. If SAFEs or SANEs cannot be made available, the examination can be performed by other qualified health care personnel.
- (4) As requested by a victim, the presence of his or her outside or internal victim advocate, including any available victim advocacy services offered by a hospital conducting a forensic exam, shall be allowed for support during a forensic exam and investigatory interviews.
- (5) To the extent that the agency is not responsible for investigating allegations of sexual abuse, the agency or the facility shall request that the investigating agency follow the requirements of paragraphs (1) through (4) of this section.

#### **115.22 Policies to ensure investigation of allegations and appropriate agency oversight.**

- (1) The agency shall establish an agency protocol, and shall require each facility to establish a facility protocol, to ensure that each allegation of sexual abuse is investigated by the agency or facility, or referred to an appropriate investigative authority.
- (2) The agency shall ensure that the agency and facility protocols required by paragraph (a) of this section, include a description of responsibilities of the agency, the facility, and any other investigating entities; and require the documentation and maintenance, for at least five years, of all reports and referrals of allegations of sexual abuse.
- (3) The agency shall post its protocols on its Web site; each facility shall also post its protocols on its Web site, if it has one, or otherwise make the protocol available to the public.
- (4) Each facility protocol shall ensure that all allegations are promptly reported to the agency as described in paragraphs (5) and (6) of this section, and, unless the allegation does not involve potentially criminal behavior, are promptly referred for investigation to an appropriate law enforcement agency with the legal authority to conduct criminal investigations. A facility may separately, and in addition to the above reports and referrals, conduct its own investigation.
- (5) When a detainee, prisoner, inmate, or resident of the facility in which an alleged detainee victim is housed is alleged to be the perpetrator of detainee sexual abuse, the facility shall ensure that the incident is promptly reported to the Joint Intake Center, the ICE Office of Professional Responsibility or the DHS Office of Inspector General, as well as the appropriate ICE Field Office Director, and, if it is potentially criminal, referred to an appropriate law enforcement agency having jurisdiction for investigation.
- (6) When a staff member, contractor, or volunteer is alleged to be the perpetrator of detainee sexual abuse, the facility shall ensure that the incident is promptly reported to the Joint

Intake Center, the ICE Office of Professional Responsibility or the DHS Office of Inspector General, as well as to the appropriate ICE Field Office Director, and to the local government entity or contractor that owns or operates the facility. If the incident is potentially criminal, the facility shall ensure that it is promptly referred to an appropriate law enforcement agency having jurisdiction for investigation.

## **TRAINING AND EDUCATION**

### **115.31 Staff training.**

- (1) The agency shall train, or require the training of, all employees who may have contact with immigration detainees, and all facility staff, to be able to fulfill their responsibilities under this part, including training on:
  - (a) The agency's and the facility's zero-tolerance policies for all forms of sexual abuse;
  - (b) The right of detainees and staff to be free from sexual abuse, and from retaliation for reporting sexual abuse;
  - (c) Definitions and examples of prohibited and illegal sexual behavior;
  - (d) Recognition of situations where sexual abuse may occur;
  - (e) Recognition of physical, behavioral, and emotional signs of sexual abuse, and methods of preventing and responding to such occurrences;
  - (f) How to avoid inappropriate relationships with detainees;
  - (g) How to communicate effectively and professionally with detainees, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming detainees;
  - (h) Procedures for reporting knowledge or suspicion of sexual abuse; and
  - (i) The requirement to limit reporting of sexual abuse to personnel with a need-to-know in order to make decisions concerning the victim's welfare and for law enforcement or investigative purposes.
- (2) All current facility staff, and all agency employees who may have contact with immigration detention facility detainees, shall be trained within one year of May 6, 2014, and the agency or facility shall provide refresher information every two years.
- (3) The agency and each facility shall document that staff that may have contact with immigration facility detainees have completed the training.

### **115.32 Other training.**

- (1) The facility shall ensure that all volunteers and other contractors (as defined in paragraph (4) of this section) who have contact with detainees have been trained on their responsibilities under the agency's and the facility's sexual abuse prevention, detection, intervention and response policies and procedures.
- (2) The level and type of training provided to volunteers and other contractors shall be based on the services they provide and level of contact they have with detainees, but all volunteers and other contractors who have contact with detainees shall be notified of the agency's and the facility's zero-tolerance policies regarding sexual abuse and informed how to report such incidents.

- (3) Each facility shall receive and maintain written confirmation that volunteers and other contractors who have contact with immigration facility detainees have completed the training.
- (4) In this section, the term *other contractor* means a person who provides services on a non-recurring basis to the facility pursuant to a contractual agreement with the agency or facility.

#### **115.33 Detainee education.**

- (1) During the intake process, each facility shall ensure that the detainee orientation program notifies and informs detainees about the agency's and the facility's zero-tolerance policies for all forms of sexual abuse and includes (at a minimum) instruction on:
  - (a) Prevention and intervention strategies;
  - (b) Definitions and examples of detainee-on-detainee sexual abuse, staff-on-detainee sexual abuse and coercive sexual activity;
  - (c) Explanation of methods for reporting sexual abuse, including to any staff member, including a staff member other than an immediate point-of-contact line officer (e.g., the compliance manager or a mental health specialist), the DHS Office of Inspector General, and the Joint Intake Center;
  - (d) Information about self-protection and indicators of sexual abuse;
  - (e) Prohibition against retaliation, including an explanation that reporting sexual abuse shall not negatively impact the detainee's immigration proceedings; and
  - (f) The right of a detainee who has been subjected to sexual abuse to receive treatment and counseling.
- (2) Each facility shall provide the detainee notification, orientation, and instruction in formats accessible to all detainees, including those who are limited English proficient, deaf, visually impaired or otherwise disabled, as well as to detainees who have limited reading skills.
- (3) The facility shall maintain documentation of detainee participation in the intake process orientation.
- (4) Each facility shall post on all housing unit bulletin boards the following notices:
  - (a) The DHS-prescribed sexual assault awareness notice;
  - (b) The name of the Prevention of Sexual Abuse Compliance Manager; and
  - (c) The name of local organizations that can assist detainees who have been victims of sexual abuse.
- (5) The facility shall make available and distribute the DHS-prescribed "Sexual Assault Awareness Information" pamphlet.
- (6) Information about reporting sexual abuse shall be included in the agency Detainee Handbook made available to all immigration detention facility detainees.

#### **115.34 Specialized training: Investigations.**

- (1) In addition to the general training provided to all facility staff and employees pursuant to § 115.31, the agency or facility shall provide specialized training on sexual abuse and effective cross-agency coordination to agency or facility investigators, respectively, who conduct investigations into allegations of sexual abuse at immigration detention facilities. All investigations into alleged sexual abuse must be conducted by qualified investigators.

- (2) The agency and facility must maintain written documentation verifying specialized training provided to investigators pursuant to this section.

#### **115.35 Specialized training: Medical and mental health care.**

- (1) The agency shall review and approve the facility's policy and procedures to ensure that facility medical staff is trained in procedures for examining and treating victims of sexual abuse, in facilities where medical staff may be assigned these activities.

### **ASSESSMENT FOR RISK OF SEXUAL VICTIMIZATION AND ABUSIVENESS**

#### **115.41 Assessment for risk of victimization and abusiveness.**

- (1) The facility shall assess all detainees on intake to identify those likely to be sexual aggressors or sexual abuse victims and shall house detainees to prevent sexual abuse, taking necessary steps to mitigate any such danger. Each new arrival shall be kept separate from the general population until he/she is classified and may be housed accordingly.
- (2) The initial classification process and initial housing assignment should be completed within twelve hours of admission to the facility.
- (3) The facility shall also consider, to the extent that the information is available, the following criteria to assess detainees for risk of sexual victimization:
  - (a) Whether the detainee has a mental, physical, or developmental disability;
  - (b) The age of the detainee;
  - (c) The physical build and appearance of the detainee;
  - (d) Whether the detainee has previously been incarcerated or detained;
  - (e) The nature of the detainee's criminal history;
  - (f) Whether the detainee has any convictions for sex offenses against an adult or child;
  - (g) Whether the detainee has self-identified as gay, lesbian, bisexual, transgender, intersex, or gender nonconforming;
  - (h) Whether the detainee has self-identified as having previously experienced sexual victimization; and
  - (i) The detainee's own concerns about his or her physical safety.
- (4) The initial screening shall consider prior acts of sexual abuse, prior convictions for violent offenses, and history of prior institutional violence or sexual abuse, as known to the facility, in assessing detainees for risk of being sexually abusive.
- (5) The facility shall reassess each detainee's risk of victimization or abusiveness between 60 and 90 days from the date of initial assessment, and at any other time when warranted based upon the receipt of additional, relevant information or following an incident of abuse or victimization.
- (6) Detainees shall not be disciplined for refusing to answer, or for not disclosing complete information in response to, questions asked pursuant to paragraphs (3)(a), (3)(g), (3)(h), or (3)(i) of this section.
- (7) The facility shall implement appropriate controls on the dissemination within the facility of responses to questions asked pursuant to this standard in order to ensure that sensitive

information is not exploited to the detainee's detriment by staff or other detainees or inmates.

#### **115.42 Use of assessment information.**

- (1) The facility shall use the information from the risk assessment under § 115.41 of this part to inform assignment of detainees to housing, recreation and other activities, and voluntary work. The agency shall make individualized determinations about how to ensure the safety of each detainee.
- (2) When making assessment and housing decisions for a transgender or intersex detainee, the facility shall consider the detainee's gender self-identification and an assessment of the effects of placement on the detainee's health and safety. The facility shall consult a medical or mental health professional as soon as practicable on this assessment. The facility should not base placement decisions of transgender or intersex detainees solely on the identity documents or physical anatomy of the detainee; a detainee's self-identification of his/her gender and self-assessment of safety needs shall always be taken into consideration as well. The facility's placement of a transgender or intersex detainee shall be consistent with the safety and security considerations of the facility, and placement and programming assignments for each transgender or intersex detainee shall be reassessed at least twice each year to review any threats to safety experienced by the detainee.
- (3) When operationally feasible, transgender and intersex detainees shall be given the opportunity to shower separately from other detainees.

#### **115.43 Protective custody.**

- (1) The facility shall develop and follow written procedures consistent with the standards in this subpart for each facility governing the management of its administrative segregation unit. These procedures, which should be developed in consultation with the ICE Enforcement and Removal Operations Field Office Director having jurisdiction for the facility, must document detailed reasons for placement of an individual in administrative segregation on the basis of a vulnerability to sexual abuse or assault.
- (2) Use of administrative segregation by facilities to protect detainees vulnerable to sexual abuse or assault shall be restricted to those instances where reasonable efforts have been made to provide appropriate housing and shall be made for the least amount of time practicable, and when no other viable housing options exist, as a last resort. The facility should assign detainees vulnerable to sexual abuse or assault to administrative segregation for their protection until an alternative means of separation from likely abusers can be arranged, and such an assignment shall not ordinarily exceed a period of 30 days.
- (3) Facilities that place vulnerable detainees in administrative segregation for protective custody shall provide those detainees access to programs, visitation, counsel and other services available to the general population to the maximum extent practicable.
- (4) Facilities shall implement written procedures for the regular review of all vulnerable detainees placed in administrative segregation for their protection, as follows:

- (a) A supervisory staff member shall conduct a review within 72 hours of the detainee's placement in administrative segregation to determine whether segregation is still warranted; and
  - (b) A supervisory staff member shall conduct, at a minimum, an identical review after the detainee has spent seven days in administrative segregation, and every week thereafter for the first 30 days, and every 10 days thereafter.
- (5) Facilities shall notify the appropriate ICE Field Office Director no later than 72 hours after the initial placement into segregation, whenever a detainee has been placed in administrative segregation on the basis of a vulnerability to sexual abuse or assault.

## **REPORTING**

### **115.51 Detainee reporting.**

- (1) The agency and each facility shall develop policies and procedures to ensure that detainees have multiple ways to privately report sexual abuse, retaliation for reporting sexual abuse, or staff neglect or violations of responsibilities that may have contributed to such incidents. The agency and each facility shall also provide instructions on how detainees may contact their consular official, the DHS Office of the Inspector General or, as appropriate, another designated office, to confidentially and, if desired, anonymously, report these incidents.
- (2) The agency shall also provide, and the facility shall inform the detainees of, at least one way for detainees to report sexual abuse to a public or private entity or office that is not part of the agency, and that is able to receive and immediately forward detainee reports of sexual abuse to agency officials, allowing the detainee to remain anonymous upon request.
- (3) Facility policies and procedures shall include provisions for staff to accept reports made verbally, in writing, anonymously, and from third parties and to promptly document any verbal reports.

### **115.52 Grievances.**

- (1) The facility shall permit a detainee to file a formal grievance related to sexual abuse at any time during, after, or in lieu of lodging an informal grievance or complaint.
- (2) The facility shall not impose a time limit on when a detainee may submit a grievance regarding an allegation of sexual abuse.
- (3) The facility shall implement written procedures for identifying and handling time-sensitive grievances that involve an immediate threat to detainee health, safety, or welfare related to sexual abuse.
- (4) Facility staff shall bring medical emergencies to the immediate attention of proper medical personnel for further assessment.
- (5) The facility shall issue a decision on the grievance within five days of receipt and shall respond to an appeal of the grievance decision within 30 days. Facilities shall send all grievances related to sexual abuse and the facility's decisions with respect to such grievances to the appropriate ICE Field Office Director at the end of the grievance process.

- (6) To prepare a grievance, a detainee may obtain assistance from another detainee, the housing officer or other facility staff, family members, or legal representatives. Staff shall take reasonable steps to expedite requests for assistance from these other parties.

#### **115.53 Detainee access to outside confidential support services.**

- (1) Each facility shall utilize available community resources and services to provide valuable expertise and support in the areas of crisis intervention, counseling, investigation and the prosecution of sexual abuse perpetrators to most appropriately address victims' needs. The facility shall maintain or attempt to enter into memoranda of understanding or other agreements with community service providers or, if local providers are not available, with national organizations that provide legal advocacy and confidential emotional support services for immigrant victims of crime.
- (2) Each facility's written policies shall establish procedures to include outside agencies in the facility's sexual abuse prevention and intervention protocols, if such resources are available.
- (3) Each facility shall make available to detainees information about local organizations that can assist detainees who have been victims of sexual abuse, including mailing addresses and telephone numbers (including toll-free hotline numbers where available). If no such local organizations exist, the facility shall make available the same information about national organizations. The facility shall enable reasonable communication between detainees and these organizations and agencies, in as confidential a manner as possible.
- (4) Each facility shall inform detainees prior to giving them access to outside resources, of the extent to which such communications will be monitored and the extent to which reports of abuse will be forwarded to authorities in accordance with mandatory reporting laws.

#### **115.54 Third-party reporting.**

- (1) Each facility shall establish a method to receive third-party reports of sexual abuse in its immigration detention facilities and shall make available to the public information on how to report sexual abuse on behalf of a detainee.

### **OFFICIAL RESPONSE FOLLOWING A DETAINEE REPORT**

#### **115.61 Staff reporting duties.**

- (1) The agency and each facility shall require all staff to report immediately and according to agency policy any knowledge, suspicion, or information regarding an incident of sexual abuse that occurred in a facility; retaliation against detainees or staff who reported or participated in an investigation about such an incident; and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation. The agency shall review and approve facility policies and procedures and shall ensure that the facility specifies appropriate reporting procedures, including a method by which staff can report outside of the chain of command.
- (2) Staff members who become aware of alleged sexual abuse shall immediately follow the

reporting requirements set forth in the agency's and facility's written policies and procedures.

- (3) Apart from such reporting, staff shall not reveal any information related to a sexual abuse report to anyone other than to the extent necessary to help protect the safety of the victim or prevent further victimization of other detainees or staff in the facility, or to make medical treatment, investigation, law enforcement, or other security and management decisions.

#### **115.62 Protection duties.**

- (1) If an agency employee or facility staff member has a reasonable belief that a detainee is subject to a substantial risk of imminent sexual abuse, he or she shall take immediate action to protect the detainee.

#### **115.63 Reporting to other confinement facilities.**

- (1) Upon receiving an allegation that a detainee was sexually abused while confined at another facility, the agency or facility whose staff received the allegation shall notify the ICE Field Office and the administrator of the facility where the alleged abuse occurred.
- (2) The notification provided in paragraph (1) of this section shall be provided as soon as possible, but no later than 72 hours after receiving the allegation.
- (3) The agency or facility shall document that it has provided such notification.
- (4) The agency or facility office that receives such notification, to the extent the facility is covered by this subpart, shall ensure that the allegation is referred for investigation in accordance with these standards and reported to the appropriate ICE Field Office Director.

#### **115.64 Responder duties.**

- (1) Upon learning of an allegation that a detainee was sexually abused, the first security staff member to respond to the report, or his or her supervisor, shall be required to:
  - (a) Separate the alleged victim and abuser;
  - (b) Preserve and protect, to the greatest extent possible, any crime scene until appropriate steps can be taken to collect any evidence;
  - (c) If the abuse occurred within a time period that still allows for the collection of physical evidence, request the alleged victim not to take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating; and
  - (d) If the sexual abuse occurred within a time period that still allows for the collection of physical evidence, ensure that the alleged abuser does not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating.
- (2) If the first staff responder is not a security staff member, the responder shall be required to request that the alleged victim not take any actions that could destroy physical evidence and then notify security staff.

#### **115.65 Coordinated response.**

- (1) Each facility shall develop a written institutional plan to coordinate actions taken by staff first responders, medical and mental health practitioners, investigators, and facility leadership in response to an incident of sexual abuse.
- (2) Each facility shall use a coordinated, multidisciplinary team approach to responding to sexual abuse.
- (3) If a victim of sexual abuse is transferred between DHS immigration detention facilities, the sending facility shall, as permitted by law, inform the receiving facility of the incident and the victim's potential need for medical or social services.
- (4) If a victim is transferred between DHS immigration detention facilities or to a non-DHS facility, the sending facility shall, as permitted by law, inform the receiving facility of the incident and the victim's potential need for medical or social services, unless the victim requests otherwise.

#### **115.66 Protection of detainees from contact with alleged abusers.**

- (1) Staff, contractors, and volunteers suspected of perpetrating sexual abuse shall be removed from all duties requiring detainee contact pending the outcome of an investigation.

#### **115.67 Agency protection against retaliation.**

- (1) Staff, contractors, and volunteers, and immigration detention facility detainees, shall not retaliate against any person, including a detainee, who reports, complains about, or participates in an investigation into an allegation of sexual abuse, or for participating in sexual activity as a result of force, coercion, threats, or fear of force.
- (2) For at least 90 days following a report of sexual abuse, the agency and facility shall monitor to see if there are facts that may suggest possible retaliation by detainees or staff, and shall act promptly to remedy any such retaliation.

#### **115.68 Post-allegation protective custody.**

- (1) The facility shall take care to place detainee victims of sexual abuse in a supportive environment that represents the least restrictive housing option possible (e.g., protective custody), subject to the requirements of § 115.43.
- (2) Detainee victims shall not be held for longer than five days in any type of administrative segregation, except in highly unusual circumstances or at the request of the detainee.
- (3) A detainee victim who is in protective custody after having been subjected to sexual abuse shall not be returned to the general population until completion of a proper re-assessment, taking into consideration any increased vulnerability of the detainee as a result of the sexual abuse.
- (4) Facilities shall notify the appropriate ICE Field Office Director whenever a detainee victim has been held in administrative segregation for 72 hours.

### **INVESTIGATIONS**

### **115.71 Criminal and administrative investigations.**

- (1) If the facility has responsibility for investigating allegations of sexual abuse, all investigations into alleged sexual abuse must be prompt, thorough, objective, and conducted by specially trained, qualified investigators.
- (2) Upon conclusion of a criminal investigation where the allegation was substantiated, an administrative investigation shall be conducted. Upon conclusion of a criminal investigation where the allegation was unsubstantiated, the facility shall review any available completed criminal investigation reports to determine whether an administrative investigation is necessary or appropriate. Administrative investigations shall be conducted after consultation with the appropriate investigative office within DHS, and the assigned criminal investigative entity.
- (3) (a) The facility shall develop written procedures for administrative investigations, including provisions requiring:
  - i. Preservation of direct and circumstantial evidence, including any available physical and DNA evidence and any available electronic monitoring data;
  - ii. (ii) Interviewing alleged victims, suspected perpetrators, and witnesses;
  - iii. (iii) Reviewing prior complaints and reports of sexual abuse involving the suspected perpetrator;
  - iv. (iv) Assessment of the credibility of an alleged victim, suspect, or witness, without regard to the individual's status as detainee, staff, or employee, and without requiring any detainee who alleges sexual abuse to submit to a polygraph;
  - v. (v) An effort to determine whether actions or failures to act at the facility contributed to the abuse; and
  - vi. (vi) Documentation of each investigation by written report, which shall include a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings; and
  - vii. (vii) Retention of such reports for as long as the alleged abuser is detained or employed by the agency or facility, plus five years.
- (b) Such procedures shall govern the coordination and sequencing of the two types of investigations, in accordance with paragraph (2) of this section, to ensure that the criminal investigation is not compromised by an internal administrative investigation.
- (4) The agency shall review and approve the facility policy and procedures for coordination and conduct of internal administrative investigations with the assigned criminal investigative entity to ensure non-interference with criminal investigations.
- (5) The departure of the alleged abuser or victim from the employment or control of the facility or agency shall not provide a basis for terminating an investigation.
- (6) When outside agencies investigate sexual abuse, the facility shall cooperate with outside investigators and shall endeavor to remain informed about the progress of the investigation.

## **DISCIPLINE**

### **115.76 Disciplinary sanctions for staff.**

- (1) Staff shall be subject to disciplinary or adverse action up to and including removal from their position and the Federal service for substantiated allegations of sexual abuse or for violating agency or facility sexual abuse policies.
- (2) The agency shall review and approve facility policies and procedures regarding disciplinary or adverse actions for staff and shall ensure that the facility policy and procedures specify disciplinary or adverse actions for staff, up to and including removal from their position and from the Federal service for staff, when there is a substantiated allegation of sexual abuse, or when there has been a violation of agency sexual abuse rules, policies, or standards. Removal from their position and from the Federal service is the presumptive disciplinary sanction for staff who have engaged in or attempted or threatened to engage in sexual abuse, as defined under the definition of sexual abuse of a detainee by a staff member, contractor, or volunteer, paragraphs (a) - (d) and (g) - (h) of the definition of "sexual abuse of a detainee by a staff member, contractor, or volunteer" in § 115.6.
- (3) Each facility shall report all removals or resignations in lieu of removal for violations of agency or facility sexual abuse policies to appropriate law enforcement agencies, unless the activity was clearly not criminal.
- (4) Each facility shall make reasonable efforts to report removals or resignations in lieu of removal for violations of agency or facility sexual abuse policies to any relevant licensing bodies, to the extent known.

#### **115.77 Corrective action for contractors and volunteers.**

- (1) Any contractor or volunteer who has engaged in sexual abuse shall be prohibited from contact with detainees. Each facility shall make reasonable efforts to report to any relevant licensing body, to the extent known, incidents of substantiated sexual abuse by a contractor or volunteer. Such incidents shall also be reported to law enforcement agencies, unless the activity was clearly not criminal.
- (2) Contractors and volunteers suspected of perpetrating sexual abuse shall be removed from all duties requiring detainee contact pending the outcome of an investigation.
- (3) The facility shall take appropriate remedial measures, and shall consider whether to prohibit further contact with detainees by contractors or volunteers who have not engaged in sexual abuse, but have violated other provisions within these standards.

#### **115.78 Disciplinary sanctions for detainees.**

- (1) Each facility shall subject a detainee to disciplinary sanctions pursuant to a formal disciplinary process following an administrative or criminal finding that the detainee engaged in sexual abuse.
- (2) At all steps in the disciplinary process provided in paragraph (1), any sanctions imposed shall be commensurate with the severity of the committed prohibited act and intended to encourage the detainee to conform with rules and regulations in the future.
- (3) Each facility holding detainees in custody shall have a detainee disciplinary system with progressive levels of reviews, appeals, procedures, and documentation procedure.
- (4) The disciplinary process shall consider whether a detainee's mental disabilities or mental

illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed.

- (5) The facility shall not discipline a detainee for sexual contact with staff unless there is a finding that the staff member did not consent to such contact.
- (6) For the purpose of disciplinary action, a report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred shall not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation.

## **MEDICAL AND MENTAL CARE**

### **115.81 Medical and mental health assessments: history of sexual abuse.**

- (1) If the assessment pursuant to § 115.41 indicates that a detainee has experienced prior sexual victimization or perpetrated sexual abuse, staff shall, as appropriate, ensure that the detainee is immediately referred to a qualified medical or mental health practitioner for medical and/or mental health follow-up as appropriate.
- (2) When a referral for medical follow-up is initiated, the detainee shall receive a health evaluation no later than two working days from the date of assessment.
- (3) When a referral for mental health follow-up is initiated, the detainee shall receive a mental health evaluation no later than 72 hours after the referral.

### **115.82 Access to emergency medical and mental health services.**

- (1) Detainee victims of sexual abuse shall have timely, unimpeded access to emergency medical treatment and crisis intervention services, including emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care.
- (2) Emergency medical treatment services provided to the victim shall be without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.

### **115.83 Ongoing medical and mental health care for sexual abuse victims and abusers.**

- (1) Each facility shall offer medical and mental health evaluation and, as appropriate, treatment to all detainees who have been victimized by sexual abuse while in immigration detention.
- (2) The evaluation and treatment of such victims shall include, as appropriate, follow-up services, treatment plans, and, when necessary, referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody.
- (3) The facility shall provide such victims with medical and mental health services consistent with the community level of care.
- (4) Detainee victims of sexually abusive vaginal penetration by a male abuser while incarcerated shall be offered pregnancy tests. If pregnancy results from an instance of sexual abuse, the victim shall receive timely and comprehensive information about lawful

pregnancy-related medical services and timely access to all lawful pregnancy-related medical services.

- (5) Detainee victims of sexual abuse while detained shall be offered tests for sexually transmitted infections as medically appropriate.
- (6) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.
- (7) The facility shall attempt to conduct a mental health evaluation of all known detainee-on-detainee abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.

## **DATA COLLECTION AND REVIEW**

### **115.86 Sexual abuse incident reviews.**

- (1) Each facility shall conduct a sexual abuse incident review at the conclusion of every investigation of sexual abuse and, where the allegation was not determined to be unfounded, prepare a written report within 30 days of the conclusion of the investigation recommending whether the allegation or investigation indicates that a change in policy or practice could better prevent, detect, or respond to sexual abuse. The facility shall implement the recommendations for improvement, or shall document its reasons for not doing so in a written response. Both the report and response shall be forwarded to the Field Office Director, for transmission to the ICE PSA Coordinator.
- (2) The review team shall consider whether the incident or allegation was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status; or gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility.
- (3) Each facility shall conduct an annual review of all sexual abuse investigations and resulting incident reviews to assess and improve sexual abuse intervention, prevention and response efforts. If the facility has not had any reports of sexual abuse during the annual reporting period, then the facility shall prepare a negative report. The results and findings of the annual review shall be provided to the facility administrator and Field Office Director or his or her designee, who shall transmit it to the ICE PSA Coordinator.

### **115.87 Data collection.**

- (1) Each facility shall maintain in a secure area all case records associated with claims of sexual abuse, including incident reports, investigative reports, offender information, case disposition, medical and counseling evaluation findings, and recommendations for post-release treatment, if necessary, and/or counseling in accordance with these standards and applicable agency policies, and in accordance with established schedules.
- (2) On an ongoing basis, the PSA Coordinator shall work with relevant facility PSA Compliance Managers and DHS entities to share data regarding effective agency response methods to sexual abuse.

## **AUDITS AND COMPLIANCE**

**115.93 Audits of standards.**

- (1) The agency may require an expedited audit if the agency has reason to believe that a particular facility may be experiencing problems relating to sexual abuse. The agency may also include referrals to resources that may assist the facility with PREA-related issues.

**ADDITIONAL PROVISIONS IN AGENCY POLICIES**

**115.95 Additional provisions in agency policies.**

- (1) The regulations in this subpart A establish minimum requirements for agencies and facilities. Agency and facility policies may include additional requirements.



# Performance-Based National Detention Standards 2011



U.S. Immigration  
and Customs  
Enforcement

# Preface

In keeping with our commitment to transform the immigration detention system, U.S. Immigration and Customs Enforcement (ICE) has revised its detention standards. These new standards, known as the Performance-Based National Detention Standards 2011 (PBNDS 2011), are an important step in detention reform.

ICE is charged with removing aliens who lack lawful status in the United States and focuses its resources on removing criminals, recent border entrants, immigration fugitives, and recidivists. Detention is an important and necessary part of immigration enforcement. Because ICE exercises significant authority when it detains people, ICE must do so in the most humane manner possible with a focus on providing sound conditions and care. ICE detains people for no purpose other than to secure their presence both for immigration proceedings and their removal, with a special focus on those who represent a risk to public safety, or for whom detention is mandatory by law.

The PBNDS 2011 reflect ICE's ongoing effort to tailor the conditions of immigration detention to its unique purpose. The PBNDS 2011 are crafted to improve medical and mental health services, increase access to legal services and religious opportunities, improve communication with detainees with no or

limited English proficiency, improve the process for reporting and responding to complaints, and increase recreation and visitation.

The PBNDS 2011 are also drafted to include a range of compliance, from minimal to optimal. As such, these standards can be implemented widely, while also forecasting our new direction and laying the groundwork for future changes.

In closing, I would like to thank the ICE employees and stakeholders who provided significant input and dedicated many hours to revising these standards. I appreciate the collaboration and support in this important mission - reforming the immigration detention system to ensure it comports with our national expectations. The PBNDS 2011 are an important step in a multiyear process and I look forward to continued collaboration within ICE, with state and local governments, nongovernmental organizations, Congress, and all of our stakeholders as we move forward in reforming our detention system.

John Morton  
Director

# Table of Contents

1. SAFETY .....	1	4.4 Medical Care (Women) .....	322
1.1 Emergency Plans .....	1	4.5 Personal Hygiene .....	327
1.2 Environmental Health and Safety .....	20	4.6 Significant Self-harm and Suicide Prevention and Intervention .....	331
1.3 Transportation (by Land) .....	38	4.7 Terminal Illness, Advance Directives and Death .....	338
2. SECURITY .....	51	4.8 Disability Identification, Assessment, and Accommodation .....	344
2.1 Admission and Release .....	51	5. ACTIVITIES .....	358
2.2 Custody Classification System .....	62	5.1 Correspondence and Other Mail .....	358
2.3 Contraband .....	80	5.2 Trips for Non-Medical Emergencies .....	365
2.4 Facility Security and Control .....	84	5.3 Marriage Requests .....	368
2.5 Funds and Personal Property .....	94	5.4 Recreation .....	371
2.6 Hold Rooms in Detention Facilities .....	104	5.5 Religious Practices .....	376
2.7 Key and Lock Control .....	109	5.6 Telephone Access .....	386
2.8 Population Counts .....	117	5.7 Visitation .....	393
2.9 Post Orders .....	121	5.8 Voluntary Work Program .....	407
2.10 Searches of Detainees .....	124	6. JUSTICE .....	412
2.11 Sexual Abuse and Assault Prevention and Intervention .....	134	6.1 Detainee Handbook .....	412
2.12 Special Management Units .....	181	6.2 Grievance System .....	416
2.13 Staff-Detainee Communication .....	199	6.3 Law Libraries and Legal Materials .....	424
2.14 Tool Control .....	203	6.4 Legal Rights Group Presentations .....	438
2.15 Use of Force and Restraints .....	211	7. ADMINISTRATION AND MANAGEMENT .....	445
3. ORDER .....	226	7.1 Detention Files .....	445
3.1 Disciplinary System .....	226	7.2 Interview and Tours .....	449
4. CARE .....	241	7.3 Staff Training .....	457
4.1 Food Service .....	241	7.4 Detainee Transfers .....	461
4.2 Hunger Strikes .....	268	7.5 Definitions .....	468
4.3 Medical Care .....	272		

## Acronyms and Abbreviations

AFOD: Assistant Field Office Director	MDR: Multi-Drug Resistant
BIA: DOJ Board of Immigration Appeals	MOU: Memorandum of Understanding
CBP: DHS Customs and Border Protection	MSDS: Material Safety Data Sheet
CD: Clinical Director	NCCHC: National Commission on Correctional Health Care
CDC: Center for Disease Control, Department of Health and Human Services	NCIC: National Crime Information Center, Federal Bureau of Investigation
CDF: Contract Detention Facility	NIC: DOJ National Institute of Corrections
CMA: Clinical Medical Authority	OIC: Officer in Charge
COR: Contracting Officer's Representative	OIG: DHS Office of the Inspector General
CRCL: DHS Civil Rights and Civil Liberties	OPLA: ICE Office of the Principal Legal Advisor
DHS: Department of Homeland Security	OPR: ICE Office of Professional Responsibility
DOJ: Department of Justice	ORR: Office of Refugee Resettlement, Department of Health and Human Services
DRIL: ICE ERO Detention and Reporting Information Line	OSHA: Occupational Safety and Health Administration, Department of Labor
DSCU: ICE ERO Detention Standards Compliance Unit	PBNDS: Performance-Based National Detention Standards
EOIR: DOJ Executive Office for Immigration Review	PII: Personally Identifiable Information
ERO: ICE Enforcement and Removal Operations	PREA: Prison Rape Elimination Act
FOD: Field Office Director	SAFE: Sexual Assault Forensic Examiner
FSA: Food Service Administrator	SANE: Sexual Assault Nurse Examiner
GAB: Grievance Appeals Board	SART: Sexual Assault Response Team
GO: Grievance Officer	SIR: Significant Incident Report
HSA: Health Services Administrator	SMI: Serious Mental Illness
IAO: ICE Air Operations	SMU: Special Management Unit
IDP: Institution Disciplinary Panel	SPC: Service Processing Center
IGSA: Intergovernmental Service Agreement	SRT: Situation Response Team
IHSC: ICE Health Services Corps	SRT: Special Response Team
JIC: DHS Joint Intake Center	
LEP: Limited English Proficiency	
LOP: Legal Orientation Program	
LPR: Legal Permanent Resident	

# 1.1 Emergency Plans

## I. Purpose and Scope

This detention standard ensures a safe environment for detainees and employees by establishing contingency plans to quickly and effectively respond to emergency situations and to minimize their severity.

This detention standard applies to the following types of facilities housing ICE Enforcement and Removal Operations (ERO) detainees:

- Service Processing Centers (SPCs);
- Contract Detention Facilities (CDFs); and
- State or local government facilities used by ERO through Intergovernmental Service Agreements (IGSAs) to hold detainees for more than 72 hours.

*Procedures in italics are specifically required for SPCs and CDFs.* IGSA facilities must conform to these procedures or adopt, adapt or establish alternatives, provided they meet or exceed the intent represented by these procedures.

Various terms used in this standard may be defined in standard “7.5 Definitions.”

## II. Expected Outcomes

The expected outcomes of this detention standard are as follows (specific requirements are defined in “V. Expected Practices”).

1. Each facility shall have in place contingency plans to quickly and effectively respond to emergency situations and to minimize their severity.
2. Staff shall be trained annually, at a minimum, in emergency preparedness and implementation of the facility’s emergency plans.

3. An evacuation plan, in the event of a fire or other major emergency, shall be in place, and the plan shall be approved locally in accordance with this standard and updated annually at a minimum.
4. Events, staff responses and command-related decisions during and immediately after emergency situations shall be accurately recorded and documented.
5. Plans shall include procedures for assisting detainees with special needs during an emergency or evacuation.
6. The facility shall provide communication assistance to detainees with disabilities and detainees who are limited in their English proficiency (LEP). The facility will provide detainees with disabilities with effective communication, which may include the provision of auxiliary aids, such as readers, materials in Braille, audio recordings, telephone handset amplifiers, telephones compatible with hearing aids, telecommunications devices for deaf persons (TTYs), interpreters, and note-takers, as needed. The facility will also provide detainees who are LEP with language assistance, including bilingual staff or professional interpretation and translation services, to provide them with meaningful access to its programs and activities.

All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency.

Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

## III. Standards Affected

This detention standard replaces “Emergency Plans”

dated 12/2/2008.

## IV. References

American Correctional Association, *Performance-based Standards for Adult Local Detention Facilities*, 4th Edition: 4-ALDF-1C-01, 1C-02, 1C-03, 1C-04, 1C-05, 1C-06.

ICE/ERO *Performance-based National Detention Standards 2011*:

- “1.2 Environmental Health and Safety,” which provides requirements and guidelines for avoiding and mitigating dangerous situations, specifically with regard to fires, environmental hazards and evacuations; and
- “2.15 Use of Force and Restraints,” which provides requirements and guidelines for emergency situations requiring the use of force.

Memorandum dated 7/14/2006 on “Escape Reporting” from the ICE/ERO Director, which specifies requirements for the reporting, tracking and investigating of the escape of an ICE/ERO detainee.

A helpful resource: *A Guide to Preparing for and Responding to Prison Emergencies*. The guide is available at [www.ncicic.org](http://www.ncicic.org).

## V. Expected Practices

### A. Staff Training

Each facility shall include emergency preparedness as part of the initial orientation and training provided to all new employees, and all staff shall be trained annually, at a minimum, on the facility’s emergency plans.

Other training requirements, for example, climate monitoring, special response teams (SRTs), disturbance control teams (DCTs), hostage negotiation teams (HNTs), video equipment and the command post—are specified in other sections of this standard.

## B. Preventive Action

### 1. Climate Monitoring

Staff alertness to changes in facility “climate,” promptly reported, can be of critical importance in defusing a potentially explosive situation. Detention management experience indicates that certain circumstances may predictably contribute to increased tensions in a detained population. Often such issues can be controlled or lessened before erupting into an incident or disturbance.

Staff shall be trained to watch for signs of mounting tension among the detainee population, such as a spike in the number of detainee requests and incident reports; sullen, restless and short-tempered behavior; or detainees avoiding contact with staff (including eye contact).

Factors known to exacerbate tensions that may lead to group disturbances include, but are not limited to:

- a. racism;
- b. heightened complaints about food;
- c. dissatisfaction with the performance or attitude of a post officer;
- d. increasing complaints about recreation, medical care, visits, mail, etc.;
- e. gang activity;
- f. prohibited sexual activity; and
- g. inaccurate or incomplete information about detainee cases or facility policies.

### 2. Staff Actions

Staff may improve their chances of resolving and deflecting detainee unrest by:

- a. discussing plans, programs and procedures among themselves;
- b. engaging in open dialogue between staff and detainees to address concerns;

- c. continuing to treat detainees fairly and impartially;
- d. reducing misunderstandings among detainees (for example, by enforcing and explaining rules that prevent any individual or group from imposing its will on other detainees);
- e. resolving misunderstandings and conflicts as they arise;
- f. encouraging participation in work and recreational programs;
- g. routinely reporting to the facility administrator on facility climate and detainee attitudes; and
- h. alerting supervisors at the first sign(s) of trouble, gang activity, group hostilities, etc.

Quick, decisive staff action can prevent the start or spread of a disturbance.

The facility administrator shall develop written procedures for staff to follow when reporting an emergency and should notify facility staff in a timely manner when changes are made to the emergency plan.

### 3. Pre-incident Considerations

When all attempts to defuse a volatile situation have failed, the facility administrator shall determine how to proceed, based on considerations of the safety, welfare and protection of detainees, personnel, the general public and property.

## C. Contingency Plan Development

### 1. Basic Planning

#### a. Responsibility

Every facility shall designate the individual(s) responsible for developing and implementing emergency contingency plans. All plans shall comply with the ICE/ERO detention standards for confidentiality, accountability, review and revision included in this section.

- 1) Each plan shall include procedures for

rendering emergency assistance (e.g., supplies, transportation and temporary housing for detainees, personnel and/or TDY staff) to another ICE/ERO facility.

- 2) The Chief of Security or facility administrator designee is the individual responsible for developing each contingency plan and implementing the plan when an emergency situation occurs. In the development process, he or she shall rely upon the expertise of all department heads and ensure all departments have understood and are fully prepared to execute their responsibilities under the plan.
- 3) Each facility shall maintain an accurate inventory of identified equipment and shall review that inventory every six months, at a minimum, to ensure its accuracy.

#### b. *Planning with Other Agencies*

*Each facility shall develop contingency plans with local, state and federal law enforcement agencies and shall formalize those agreements with memoranda of understanding (MOU).*

- 1) *Facility/agency legal staff and/or the respective ICE Office of Chief Counsel shall review MOUs for legal sufficiency and, in particular, adherence to other agency rules regarding arrest authority, use of intermediate and deadly force, jurisdiction and outside-agency involvement.*
- 2) *The facility administrator, or agency designee and representatives from the affected agencies shall co-sign the MOUs.*
- 3) *Simulated exercises to test the contingency plans shall occur on a regular, mutually agreed-upon basis and recur annually at a minimum.*
- 4) *The facility administrator shall review and approve contingency plans annually at a minimum.*

*If any local, state or federal agency deemed*

*essential to emergency planning declines to participate, the facility administrator shall inform the Field Office Director in writing and make periodic contact to revisit the issue.*

## **2. Keeping Plans Current**

*The Chief of Security or facility administrator designee shall:*

- a. update the plans as often as necessary and forward them for facility administrator approval. If the facility administrator requests changes, the Chief of Security or facility administrator designee shall incorporate necessary changes and resubmit the plans within 30 days. Facility staff shall also be notified of changes;*
- b. conduct annual contingency plan reviews, with participation of every department head; and*
- c. document each annual review and plan approval on the contingency plan file master copy, even when review results in no changes.*

## **3. Safeguarding Plan Confidentiality**

Every plan that is under development or is final must include a statement prohibiting unauthorized disclosure. Staff may not discuss any aspect of a plan within hearing distance of a detainee, visitor or anyone else not permitted access to the plan.

*The Chief of Security or facility administrator designee shall determine where copies of plans are to be stored, and in what quantity. A master copy shall be kept outside the secure perimeter, along with an itemized list of plans and where to find them.*

*The Chief of Security or facility administrator designee shall implement a checkout system that accounts for all plans at all times, with safeguards against detainee access. Release of contingency plan details requires the written approval of the facility administrator.*

*The Chief of Security or facility administrator designee shall send an electronic file containing the*

*facility's contingency plans to the Field Office Director and Assistant Director of the Detention Management Division, Office of Enforcement and Removal. Electronic files containing the facility's contingency plans shall be marked "Confidential."*

## **4. Organization of the Contingency Plan File**

### **a. General Plans**

A general section shall contain policy, procedures and plans common to most emergency situations.

### **b. Contingency-specific Plans**

The sections that follow the general section shall contain contingency-specific plans, as detailed below. They may reference the provisions of the general section and will only reference the exceptions and/or additions applicable to the particular contingency.

## **D. General Implementation of Contingency Plans**

Each facility shall establish written policy and procedures addressing, at a minimum: chain of command, command post/center, staff recall, staff assembly, emergency response components, use of force, video recording, records and logs, utility shutoff, employee conduct and responsibility, public relations, and facility security.

The respective Field Office Director shall maintain current data on the physical capacities of each facility that can be used to quickly identify the best source(s) of emergency assistance.

### **1. Chain of Command**

*The facility administrator shall identify the chain of command for directing operations in an emergency.*

### **2. Command Post**

#### **a. Equipment for the Command Post**

*The facility shall set up a primary command post outside the secure perimeter that, at a minimum, is equipped as follows:*

- 1) internal/external phone capabilities;*

- a) *private outside lines with:*
  - *a speakerphone for open conference calls between the facility and Field Office, to include Detention Management Division command posts as applicable; and*
  - *a second outside line to conduct all other calls;*
- b) *a separate line for internal communications;*
- 2) *radio equipment equipped for facility frequencies, and where permitted local law enforcement communications and, as applicable, other federal law enforcement agencies;*
- 3) *a computer with Internet capabilities;*
- 4) *a facility plot plan, including property maps, current building blueprints, local maps and overhead photographs;*
- 5) *video recordings of building interiors within the secure perimeter (showing doors, windows, closets, ceilings, floors, etc.);*
- 6) *escape-post kits, including maps, directions, etc. (as detailed under “E. Contingency-specific Plans,” “Escape”);*
- 7) *contingency plans—one or more copies;*
- 8) *Hostage Negotiating Team (HNT) equipment;*
- 9) *a videotape or digital video disc (DVD) player/television;*
- 10) *a voice-activated recorder or conventional tape recorder;*
- 11) *assault/breaching plans (building specific, as appropriate for the facility); and*
- 12) *a supply kit containing general supplies that may be needed (at a minimum: logbooks, blank rosters, purchase orders and writing instruments).*
- b. *Staffing the Command Post*  
*Command post staffing shall include, but is not limited to, the following:*
  - 1) *facility administrator or incident commander;*
  - 2) *assistant facility administrator;*
  - 3) *Chief of Security or facility administrator designee;*

- 4) *a staff member to log activities in chronological order;*
- 5) *a staff member to manage communications with the Field Office, maintaining open lines of communication during the situation; and,*
- 6) *a staff member to control traffic into and out of the command post. To control incoming and outgoing command post traffic, the Chief of Security or facility administrator designee may implement a pass system.*

*To ensure alertness and to prevent mistakes and misjudgments as a result of fatigue or stress:*

- 1) *command post staff must rotate shifts with personnel from the relief roster after each shift;*
- 2) *command post staff shall be relieved by personnel from the relief roster for short breaks during each shift; and*
- 3) *briefing should take place which covers the events of the previous shift and any activities carrying over to the next shift.*

c. *Activating the Command Post*

*The Chief of Security or facility administrator designee shall activate the command post at the facility administrator’s direction.*

*The activated command post shall immediately open the conference-call line to the Field Office and ERO headquarters Detention Management, and the Response Coordination Divisions, if applicable. The Field Office Director or headquarters divisions may wait until the dimensions of the unfolding incident are known before deciding to activate their command posts.*

*The facility’s command post shall remain activated 24 hours-a-day until the situation is resolved or until the facility administrator, in consultation with the Field Office Director, determines activation to be no longer necessary.*

d. *Testing and Training*

*Emergency preparedness activities shall include activating the command post phone lines and other logistical support systems monthly, at a minimum, to test equipment and familiarize staff with the command post and its equipment.*

### **3. Emergency Recall List**

*As detailed in standard “2.4 Facility Security and Control,” the facility control center is required to maintain a list of the phone numbers of every officer, administrative/support services staff, emergency response components and law enforcement agencies. The facility should prominently feature the following notice:*

*“This information must be safeguarded. Use is restricted to those who need the information in the performance of their official duties. Misuse may subject the user to criminal liability. This agency shall view any misuse of this information as a serious violation of the employee code of conduct, which may result in disciplinary action, including removal.”*

*For emergency response purposes, the control center shall also maintain a current roster of all Field Office and ICE/ERO headquarters Detention Management and Response Coordination Division numbers.*

### **4. Assembly of Staff**

*The facility administrator shall:*

- a. develop control center procedures for executing an all-staff recall;*
- b. designate primary and secondary areas for staff assembly, preferably in a location where they cannot be observed by detainees; and*
- c. designate backup areas for each primary and secondary area and specify exceptions, if any, for a specific contingency.*

### **5. Emergency Response Components**

*The facility administrator shall ensure that the appropriate personnel are trained, and shall establish*

*and maintain DCTs, SRTs and HNTs based on ICE criteria.*

*The DCT shall consist of trained staff members in protective equipment who are capable of an unarmed response to a crisis. They shall have access to less-than-lethal response tools, including standard riot batons and chemical agents.*

*SRTs are highly trained, well-equipped tactical teams capable of providing both less-than-lethal as well as lethal response options.*

*HNTs are trained negotiators whose goal is to bring successful resolution to a crisis through verbal dialogue.*

*If the facility does not have the capacity to establish or maintain these emergency response components, the facility administrator shall develop agreements or MOUs with local, state or federal agencies, as appropriate, for these resources.*

### **6. Use of Force**

*Any force that must be used to control an emergency situation shall be in accordance with standard “2.15 Use of Force and Restraints” and any other applicable ICE policies on the use of force.*

*Emergency plans shall be based on, and consistent with, ICE policy governing the use of force, as reflected in the following three documents:*

- a. ICE Interim Use of Force Policy (July 7, 2004), as amended or updated;*
- b. ICE Interim Firearms Policy (July 7, 2004), as amended or updated; and*
- c. “ERO Addendum to Interim ICE Firearms” memorandum to Field Office Directors from Wesley J. Lee, Acting ICE Director (July 11, 2005), as amended or updated.*

### **7. Video Equipment**

*At least one video camera shall be maintained in the control center for use in emergency situations, and the facility administrator shall ensure that it is*

maintained, tested and supplied as required in “K. Maintaining Audiovisual Recording Equipment and Records” found in standard “2.15 Use of Force and Restraints.”

The detention standard on “2.15 Use of Force and Restraints,” also details requirements and procedures for video-recording use-of-force incidents.

*Shift supervisors or facility administrator designees, along with other designated staff, shall be trained to use video equipment and receive additional training on such technical issues as how to identify tapes or DVDs and photographs by date and location.*

## **8. Records and Logs**

*The facility administrator shall designate the command post staff member who shall keep a date-and-time chronological logbook record of events during the emergency, including all command-related decisions and discussions, phone calls and radio transmissions.*

*Radio transmissions shall be documented by a voice-activated or conventional tape recorder whenever possible.*

*Command post staff shall also maintain a reading file to update staff coming on duty.*

## **9. News Media/Public Relations**

The public information officer is responsible for coordinating briefings with news and television media. All media releases shall be coordinated through the Field Office public affairs liaison.

## **10. Facility Security**

The facility administrator shall provide written procedures for:

- a. detainee recall and lockdown;
- b. counts (in accordance with the standard “2.8 Population Counts”);
- c. intensified security;
- d. security key access (including issuance and

- accountability, drop chute, etc.); and
- e. evidence seizure and preservation.

## **11. Health Services Responsibilities**

The plan shall specify procedures for providing immediate and follow-up medical care to detainees and staff under every emergency scenario outlined in “E. Contingency-specific Plans.”

## **12. Food Service Responsibilities**

The plan shall specify procedures for updating the Food Service Administrator (FSA) on such issues as the number of people who shall be on duty and require meals.

The FSA shall make contingency plans for providing meals to detainees and staff during an emergency, including access to community resources, which the FSA shall negotiate during the planning phase.

## **13. Maintenance Department Responsibilities**

The plan shall provide for emergency utility control, including plot plans identifying locations of water and gas shut-off valves and electrical circuit breakers. It is suggested that the utility shut-offs be photographed and included in the plans for quick identification during an emergency.

## **14. Employee Conduct and Responsibility**

The plan shall address professional conduct and responsibility, including what to do if taken hostage, with instructions and guidelines.

## **15. Facility Access Routes**

The plan shall specify alternate means of reaching the facility for emergency staff if the main approach becomes dangerous or inaccessible (e.g., during a civil disturbance, adverse weather conditions, fire, etc.).

## **16. Nearby Residents**

*The plan shall specify how and when staff shall notify nearby residents of the situation, including sharing information such as type of emergency,*

*actions being taken, evacuation routes (if applicable) and special precautions.*

#### **17. Communications Equipment/Radio**

*The plan shall specify whether the remote battery charging units shall be maintained in the control center or outside the secure perimeter. A determination as to the type of radios being used in the facility shall dictate whether the battery charging units shall be maintained outside the secure perimeter. If the radios can be taken off-line and rendered useless, the battery charging units may be maintained inside the secure perimeter. If not, they shall remain outside the secure perimeter.*

#### **18. Post-emergency Procedures**

The post-emergency part of the plan shall include the following action items:

- a. segregating the detainees involved in the incident;
- b. treating and documenting employee and detainee injuries;
- c. seizing, documenting and preserving evidence;
- d. assigning accountability (especially for sensitive equipment and staff);
- e. assessing damage and necessary repair; collecting written reports;
- f. coordinating legal actions/prosecutions;
- g. debriefing involved staff, and following-up for additional analysis and/or implicated changes in policy or procedures; and
- h. conducting general review and critique of emergency operations and management, with a follow-up agenda including, but not limited to:
  - 1) monitoring the facility climate, and
  - 2) revising the contingency plan.

#### **E. Contingency-specific Plans**

The facility shall compile individual contingency specific plans, as needed, and approved by the Field

Office Director in the following order:

1. fire;
2. work/food strike;
3. disturbance;
4. escape emergency;
5. hostages (internal);
6. search (internal);
7. bomb threat;
8. adverse weather;
9. civil disturbance;
10. environmental hazard;
11. detainee transportation system;
12. evacuation;
13. ICE-wide lockdown;
14. staff work stoppage; and
15. if needed, other site-specific plans.

##### **1. Fire**

*The safety/maintenance supervisor shall develop a comprehensive fire control plan, in accordance with the "Fire Prevention and Control" section of standard "1.2 Environmental Health and Safety."*

*The Chief of Security or facility administrator designee shall develop a procedural outline for shift supervisors or facility administrator designees to follow in the event that a fire occurs during non-duty hours.*

##### **2. Work/Food Strike**

*The facility administrator shall determine the course of action to pursue, based on:*

1. *whether strikers have announced when the strike shall end;*
2. *occurrence of or potential for violence;*
3. *the number of detainees involved; and*

4. prospects for neutralizing the problem.

### 3. Disturbance (Internal)

After determining the course of action to pursue, the facility administrator shall direct staff to implement the action plan, which shall cover at a minimum:

1. controlling utilities;
2. securing available emergency entrances (e.g., food service, housing areas, etc.);
3. notifying and assembling trained emergency responders/other staff and equipment;
4. dispensing chemical agents in specific areas;
5. maintaining perimeter security (including crowd, traffic and media control);
6. shutting down detainee telephone systems;
7. notifying outside agencies; and
8. removing controlled substances from the pharmacy area.

### 4. Escape

#### a. Implement Local Procedures

The facility administrator shall deploy staff to primary and secondary escape posts, or to directional escape posts, designating a timekeeper/recorder for each:

##### 1) Primary

Fixed and mobile posts near the facility;

##### 2) Secondary

Fixed and mobile posts beyond the immediate facility area;

##### 3) Directional Posts

No fixed location and based on situational intelligence that indicates a direction for the search.

#### b. Notification to Authorities

The facility administrator shall:

Immediately notify local, state and federal law enforcement officials and ensure that the

respective Field Office is immediately notified.

Ordinarily, in a CDF, notification shall be through the facility's ICE/ERO Contracting Officer's Representative (COR) and, in an IGSA facility, through the ICE/ERO representative.

Within one hour of discovery, the escape shall be reported to the nearest U.S. Marshals Service office if the escapee was:

- 1) convicted of a criminal violation, and/or
- 2) paroled for deportation prior to the completion of his or her sentence.

Additional requirements for ICE/ERO are detailed in the 7/14/2006 memorandum from the ICE/ERO Director cited above under References. Briefly, those requirements include reporting the escape through the Significant Incident Reporting (SIR) system, and forwarding an escape report to the ERO Detention Management Division for tracking in the National Escape Tracking System (NETS) database. The Field Office Director is also required to conduct an investigation, determine whether proper procedures were observed and provide a report to the Detention Management Division.

#### c. Escape-post Equipment

Escape-post equipment kits shall be stored in the command center and include, at a minimum:

- 1) a flashlight;
- 2) restraints (handcuffs and/or flex-cuffs) and tools necessary for removal;
- 3) a packet containing post location, map(s), fact sheet highlighting arrest authority, search procedures, apprehension techniques, etc.;
- 4) a radio; and
- 5) binoculars (as applicable).

#### d. Escape by Aircraft

- 1) Staff should observe and record aircraft description, including details such as colors,

*registration or tail number, direction of flight, etc.*

- 2) *Notify local law enforcement and Federal Aviation Administration.*
- 3) *Firing on aircraft is prohibited, except to return fire originating from the aircraft. Even in such case, however, the usual deadly-force considerations apply, and staff must carefully weigh consequences (e.g., the aircraft may crash into a building, the pilot is most likely under duress, etc.).*

## **5. Hostage Situations**

### **a. ICE/ERO Field Office Hostage Situation Management Plan**

*The Field Office hostage situation management plan shall make available the essential logistical support and local and/or backup resources (e.g., equipment, expertise, personnel) to any affected facility in the jurisdiction.*

- 1) *The Field Office and Response Coordination Division shall jointly provide designated facilities with well-trained and well-equipped HNTs.*
- 2) *The plan shall identify, for each facility, the backup personnel, mental health professionals and others as needed during a prolonged crisis. The Field Office shall maintain a list of all ICE/ERO hostage-negotiation trainers/consultants and trained negotiators in the jurisdiction.*
- 3) *The Field Office Director, in consultation with the facility administrator, shall ensure the availability of crisis support teams, consisting of trained counselors/therapists, to:*
  - a) *provide post-crisis services to staff and families, and*
  - b) *upon request, assist facilities to develop site-specific emergency plans for victims and their families.*

### **b. Hostage Negotiation Teams (HNTs)**

- 1) *Each facility's core negotiation group (generally the team leader, primary negotiator and mental health expert) shall attend hostage negotiation training and be certified as hostage negotiators.*
  - a) *Requirements for the team leader include: experience and skill applying hostage negotiation principles and strategies, demonstration of working effectively under stress and proven leadership ability. The facility administrator shall generally select a department head as the team leader.*
  - b) *Negotiators must possess strong verbal/interpersonal skills, personal maturity, a commitment to negotiation as the key to conflict resolution, flexibility and a history of working well under pressure.*
- 2) *The headquarters response coordination division shall:*
  - a) *maintain a roster of ICE/ERO personnel who are trained in hostage negotiation and qualified and available for work on an HNT in any ICE/ERO facility; and*
  - b) *provide copies of the roster to the Field Offices and keep them updated.*
- 3) *HNT members shall convene for no less than eight hours of duty time every month to plan and practice negotiation scenarios, and consult with other law enforcement agencies. To solidify working relations and complementary strategies and techniques/tactics, an SRT member shall serve as team liaison and routinely attend the negotiation team's monthly sessions.*
- 4) *Whenever possible, the negotiation team shall conduct annual joint training sessions with negotiators from other law enforcement agencies and maintain contact with counterparts in other agencies.*

- 5) *Training exercises integrating the activities of the command post, HNT and SRT, shall occur every six months to underscore the importance of a total facility response to a hostage situation. As participants collaborate and interact, they shall experience how other operational teams think and function, and shall learn what each can contribute in a crisis.*
  - 6) *Every negotiation team shall have access to portable communication equipment or “throw phones.” To operate the equipment when needed in an emergency, team members shall have access to the equipment for routine practice sessions. A communications equipment expert, thoroughly familiar with the operation of the throw phone, shall be available to each negotiation team during practice exercises.*
  - 7) *Each facility shall maintain a list of translator services and interpreters, in the event one is needed for hostage negotiation.*
  - 8) *Each facility shall also make provisions for use of an electronic translator, such as a hand-held computer that translates spoken English phrases into other languages.*
- c. *Chain of Command in Hostage Situations*  
*The facility administrator shall ensure the Field Office Director is kept informed of every aspect of the crisis on a regular schedule until the crisis is resolved. The ERO headquarters Field Operations Assistant Director may assume control of a large-scale operation involving coordination with other ICE/ERO components and law enforcement agencies, as necessary.*
- 1) *The facility administrator shall immediately report a hostage situation to the Field Office Director, who shall in turn notify the Field Operations Assistant Director. The facility administrator shall assign a senior manager to serve as liaison with the Field Office and Field Operations.*
- 2) *The facility administrator shall notify the FBI and other agencies, as appropriate, of the situation.*
  - 3) *Under no circumstances may facilities cede command authority to external law enforcement agencies (such as the FBI) unless required in a signed MOU.*
- d. *Disturbance Containment and Facility Security*  
*The facility administrator shall:*
- 1) *prevent movement into or out of the scene of the hostage area;*
  - 2) *add exterior, armed patrols;*
  - 3) *terminate detainee telephone usage;*
  - 4) *limit or curtail staff radio usage;*
  - 5) *remove visitors and civilians, including contract employees and volunteers;*
  - 6) *recall detainees for immediate official count;*
  - 7) *remove detainees from the hostage area. If in a housing unit, move the detainees into temporary housing, in accordance with written, site-specific procedures; and*
  - 8) *conduct staff roll call, in accordance with written procedures, to determine the number and identity of hostages.*
- e. *Negotiations*  
*The facility administrator shall have no hands-on involvement in the negotiation process. Once the emergency response component has contained and stabilized the immediate situation, the trained HNT shall take over.*
- 1) *Hostage negotiators act as intermediaries between the command post and the hostage-takers, keeping the lines of communication with the hostage-takers open and maintaining calm while working toward a nonviolent resolution.*
  - 2) *The HNT shall include:*

- a) a team leader (manages negotiations; command post liaison);
  - b) a primary negotiator (communicates directly with hostage-takers);
  - c) a secondary negotiator (advises/assists primary negotiator);
  - d) a mental health professional (observes, provides psychological analyses/assessments and advice; monitors stress levels and emotional climate); and
  - e) a note-taker (documents all communication to/from hostage takers).
- 3) Hostage negotiators shall have no decision-making authority. Negotiators shall maintain close contact with the decision makers and persons in charge of tactical assault teams by means of continuous briefings on the status of negotiations.
- 4) Certain issues, such as releasing hostage-taker(s) from custody, providing weapons, arranging hostage exchange and immunity from prosecution are not open to negotiation.
- 5) Third-party participation in negotiations shall be consultative only.
- 6) Unless formally involved in negotiations, staff shall have no contact with hostage-takers.
- f. Status of Certain Staff during and after a Hostage Situation
- 1) Regardless of the individual's rank or authority under normal conditions, facility personnel shall not be bound by instructions/orders/suggestions from any supervisor or other staff member who is a hostage.
  - 2) A staff member with a relative or close associate among the hostages shall be relieved from duty, responsibility and authority pending resolution of the incident.
- 3) Emergency plans shall specify procedures for screening freed hostages for medical and psychological problems.
- a) The designated Employee Assistance Program (EAP) contact shall coordinate and conduct the screenings and debriefings of all hostages and other employees involved in the disturbance.
  - b) Psychological screenings should take place before the freed hostage is relieved of duty, to guide decisions about counseling/therapy and work reentry.
- 4) The facility administrator shall ensure a debriefing with former hostages after their psychological and medical screenings, unless IHSC staff advises postponement.
- 5) Emergency plans shall also provide for debriefing personnel not taken hostage, but significantly involved in the operation to free hostages. This debriefing should take place prior to the staff member being released from duty.
- g. Hostage Family Services
- 1) The facility administrator shall notify hostages' families of the situation as early as possible.
  - 2) If the hostage situation is not resolved quickly, the Field Office Director (or designee) shall identify members of a crisis support team and direct them to establish a family service center at the facility.
    - a) The crisis support team shall be distinct from the HNT.
    - b) The two teams shall have no members in common.
  - 3) At the family service center, the crisis support team shall provide members of affected families accurate information, updates and breaking news and professional advice and help.

- 4) *The crisis support team shall directly address children's stress and stress-generated behavior. The EAP may assist with family stress management.*

*h. Media*

*News media organizations shall abide by the policies and procedures of the facility. The staff member handling press releases and inquiries is responsible for:*

- 1) *situating any present media representatives in an area where their presence shall not interfere with emergency operations;*
- 2) *arranging regular briefings; and*
- 3) *handling incoming inquiries.*

**6. Search (Internal)**

*a. Search Teams*

*The shift supervisor or facility administrator designee shall serve as search coordinator, dispatching a separate two-officer search team for every missing detainee, at least one of whom shall be thoroughly familiar with the assigned search area.*

*The supervisor shall direct search teams to draw designated keys from the facility's key control area, specify which search method to use, instruct assigned teams to search areas identified to be searched, including areas with non-standard construction features (temporary or permanent), and assign a designated radio frequency.*

*b. Equipment (at a minimum):*

- 1) *master blueprint or schematic for search coordinator;*
- 2) *separate blueprints for each search area;*
- 3) *radios (one per team);*
- 4) *flashlights;*
- 5) *restraints;*
- 6) *ladders;*

- 7) *tools as needed; and*

- 8) *riot batons.*

**7. Bomb Threat**

*a. Immediate Response*

1) *Phone Threat*

*The facility administrator shall develop a "script" for staff to follow upon receiving a telephoned bomb threat; script shall be available at every staff telephone for instant access. (FBI Bomb Threat DATA Form, DOJ 370)*

*The objective of the scripted questions is to secure the following information from and about the caller:*

- a) *bomb location;*
- b) *time set for detonation;*
- c) *type of explosive;*
- d) *caller's affiliation/self-identification (credibility of threat); and*
- e) *caller's gender, accent, tone, and other characteristics.*

2) *Mail Threat*

*The facility administrator shall instruct staff to consider suspect any letter or package with:*

- a) *oily/greasy stains/discoloration;*
- b) *an incorrect title/department for the addressee;*
- c) *the addressee's name misspelled;*
- d) *disproportionate weight relative to the size of the envelope or box; and/or:*
- e) *no return address.*

3) *Written Threat*

*Upon receipt of a written threat, staff shall treat the paper or other means of communication as they would any other criminal evidence, preventing unauthorized*

*handling of the material and saving all material associated with the delivery (e.g., envelope, wrapping).*

*4) In-person Threat*

*Staff shall elicit as much information as possible from the person who has delivered an in-person threat; a supervisor shall be contacted as soon as possible.*

*b. Searching for a Bomb*

*When searching for a bomb following a perceived or real threat, the shift supervisor or facility administrator designee shall notify the local fire department and hospital, in addition to the Chief of Security or facility administrator designee, facility administrator, safety/maintenance supervisor and other appropriate facility officials.*

*1) Search teams shall report any suspicious object immediately upon discovery. At least one member of each search team shall know the assigned area well enough to spot changes (e.g., unusual objects, items moved from their normal locations, etc.).*

*2) If appropriate, the facility administrator shall order a power shutdown.*

*c. If a Bomb Is Found*

*1) Team members shall keep as still as possible, and power off all radios, body alarms, cell phones and any and all electronic equipment capable of emitting an RF signal.*

*2) Incoming traffic shall cease.*

*3) The shift supervisor or facility administrator designee shall notify the bomb-removal agency listed in the written procedures.*

*4) Officers shall clear the surrounding area.*

*d. After an Explosion*

*1) The safety/maintenance supervisor shall implement appropriate measures, in*

*accordance with written procedures, that assume:*

*a) structural damage; and*

*b) additional bomb(s)*

*2) An explosives expert from the Bureau of Alcohol, Tobacco and Firearms, the FBI, the local fire chief or other explosives expert, shall conduct the investigation.*

**8. Adverse Weather**

*After defining and mapping the interior- and perimeter-post areas, the facility administrator shall:*

*a. prepare a separate map showing locations of all unarmed interior posts;*

*b. establish and equip fog-patrol posts;*

*c. establish procedures and assign responsibility for ensuring equipment is available and in working order at all times;*

*d. prepare another map showing locations of all perimeter/exterior posts:*

*1) identify each as armed or unarmed;*

*2) list the weapons to be used at armed posts, and where they can be drawn; and*

*3) store multiple copies of the interior—and perimeter—post maps in the control center and command center.*

*e. ensure that perimeter security has been enhanced with additional staff;*

*f. remove objects and items that could become airborne and act as missiles during high winds;*

*g. ensure staff is appropriately provided with necessary foul weather gear;*

*h. ensure generators are functioning properly and have an adequate supply of fuel for a protracted situation; and*

*i. ensure that if the institution is placed on lockdown status, a briefing with staff occurs.*

## 9. Civil Disturbance

### a. Scenarios

*The plan shall address various civil disturbance scenarios including, at a minimum, the following: a single event (small/large); several coordinated events at one or more locations, at once or at staggered multiple times; type of event and individuals involved; and involvement of other law enforcement agencies.*

*For each of the several scenarios, the plan shall specify procedures for multiple deployments involving the same and/or different kinds of equipment and teams, e.g. in the event of simultaneous demonstrations.*

### b. Basic Procedures

*The plan shall specify procedures for standard activities, including but not limited to the following:*

- 1) denying access to facility property (e.g., via barricades, roadblocks);*
- 2) using crowd control equipment with the general public;*
- 3) notifying/involving other law enforcement agencies;*
- 4) establishing detention areas;*
- 5) marking unmarked property lines; and*
- 6) providing medical care.*

## 10. Environmental Hazard

### a. Safe Harbors

*The facility administrator shall identify and equip one or more “safe harbor” area(s) in the facility.*

- 1) Designated areas shall have the capacity to house a large number of detainees safely and securely for two or three hours, providing amenities such as a gym, auditorium, food service area, etc.*
- 2) Every designated safe harbor shall maintain supplies of, at a minimum, potable water, duct*

*tape, plastic and other items intended for use during an environmental hazard.*

*Every department (e.g., food service, medical, maintenance, recreation, administration, etc.) shall have written procedures and at least three days’ provisions for use in temporary quarters, with the objective to minimize disruption to daily routine.*

### b. Procedures for an Environmental Hazard

- 1) The facility administrator shall designate an officer to supervise a detainee crew, which shall seal off specified area(s) in a timely manner.*
  - a) Staff and detainees shall receive necessary training as part of the facility’s emergency-preparedness training program.*
  - b) The plan shall specify how often and where specialized training shall occur.*
  - c) The plan shall specify the number of employees and detainees to receive the training.*
- 2) The safety/maintenance supervisor shall, if necessary, shut down ventilation units (e.g., cooling/heating systems, fans, etc.).*
- 3) The shift supervisor or facility administrator designee shall direct the detainees’ orderly transfer to safe harbor areas.*
- 4) To ensure accountability, staff shall transport detainee identification cards to safe harbor areas.*
- 5) Detainees may take no personal property, with the exception of prescribed medicine, into safe harbor areas.*
- 6) When the danger has passed, the shift supervisor or facility administrator designee shall direct the detainees to return to their housing areas, after which staff shall conduct a population count.*

- 7) *If environmental conditions worsen or fail to improve within an acceptable time frame, the facility administrator shall implement the facility's evacuation plan.*

## **11. Detainee Transportation System**

*If an emergency occurs while detainees are being transported, the facility administrator shall, upon request of transportation staff, provide any or all of the following:*

- a. *vehicular escort;*
- b. *personnel;*
- c. *mechanical assistance;*
- d. *medical assistance;*
- e. *replacement transportation (if vehicle is disabled);*
- f. *notification to other law enforcement agencies; and/or*
- g. *holdover lodging.*

## **12. Evacuation**

*The facility administrator shall have emergency contracting authority during an officially approved evacuation. In the event of an emergency, community resources shall likely be directed towards hospitals, nursing homes, schools and other vital infrastructure and may not be available. Therefore, it is recommended that facilities enter into contract negotiations with vendors within 75 to 100 miles to provide needed resources at an agreed-upon cost.*

### **a. Facility Evacuation Plan**

*The facility's plan shall factor in all variables, and combinations of variables, that may precipitate or affect a mass evacuation, such as the following contingencies and their repercussions:*

- 1) *minimal warning/preparation time;*
- 2) *weather-related complications (e.g., tornadoes, hurricanes, blizzards);*
- 3) *an area-wide disaster that would limit facility*

*access to state and local emergency services (e.g., police, fire department, hospitals, military, etc.) and transportation providers; and*

- 4) *failure of at least 10 percent of staff to respond when recalled. [NOTE: The type and scope of the emergency shall determine whether and by how much that percentage may increase.]*

### **b. Evacuation Scenario**

*For every evacuation scenario, the plan shall:*

- 1) *identify and prepare a list of suppliers to provide essential goods and materials during the emergency;*
- 2) *prepare an alternative list, identifying product substitutions and alternate suppliers; and*
- 3) *assign priorities among the essentials listed, recognizing shortages likely to occur during an area-wide emergency.*

### **c. Transportation and Supplies**

*The facility administrator shall secure as many signed contracts, agreements and commitments for transportation and supplies as needed in the event that federal and other public-sector resources are unavailable.*

### **d. Pre-evacuation Procedures**

*The facility administrator shall perform the following pre-evacuation procedures:*

- 1) *enact emergency staff recall (time permitting);*
- 2) *implement procedures to retrieve/pack detainees' personal property, central files, medical records, etc.;*
- 3) *implement department-by-department procedures to transport material needed to conduct daily operations at the temporary site (e.g., personnel files, blank rosters, forms, etc.);*
- 4) *deploy emergency equipment;*
- 5) *notify state and local authorities; and*

- 6) *conduct (exit) emergency count.*
- e. *Facility Shutdown*  
*To achieve facility shutdown, the facility administrator shall:*
  - 1) *verify detainee count;*
  - 2) *implement internal search plan, as appropriate;*
  - 3) *apply emergency utility controls; and*
  - 4) *secure the site, to extent possible.*
- f. *Transition to Temporary Site*  
*To transition to a temporary site, the facility administrator shall:*
  - 1) *confirm the previously projected number of vehicles needed for:*
    - a) *detainees, and*
    - b) *supplies.*
  - 2) *record vehicle data, including number and source(s);*
  - 3) *reconfirm security arrangements with other ICE/ERO components, the Bureau of Prisons, U.S. Marshals Service, local and state agencies and the military;*
  - 4) *separate Special Management Unit (SMU) detainees before moving, individually or as a group, to another such unit or to a local detention facility equipped to accommodate SMU detainees' security and safety needs; and*
  - 5) *confirm staffing/assignments, including temporary duty arrangements.*

### **13. Nationwide Lockdown**

*In the event of a compelling need to secure all ICE/ERO facilities, the ERO headquarters Field Operations Assistant Director shall notify Field Office Directors, who shall notify the facility administrators.*

- a. *Lockdown Procedures*  
*The facility administrator shall implement the following lockdown procedures:*

- 1) *perform emergency detainee count;*
- 2) *conduct staff briefing (may include interim increase to 12-hour shifts);*
- 3) *suspend detainee access to telephones and televisions;*
- 4) *suspend visitation (designated staff shall attempt to contact individuals with visits planned; detainees may notify interested persons of the lockdown and suspension of visits by mail);*
- 5) *provide meal service in the housing units;*
- 6) *activate the command post; and*
- 7) *contact specialized personnel and teams, as appropriate (SRTs, HNTs, etc.).*
- b. *Communication*  
*The facility administrator shall inform the detainees, in writing, why the lockdown is necessary, what to expect, and how long it is likely to last. The facility administrator shall provide this detainee notification as soon as possible after implementing the necessary procedures (as detailed in the preceding paragraph).*
- c. *Health Services*  
*Health services staff shall make their regularly scheduled rounds.*
- d. *Termination of Lockdown*  
*When the nationwide lockdown is terminated, the facility administrator shall:*
  - 1) *relax the lockdown systematically, according to written procedures;*
  - 2) *implement a lockdown recovery plan;*  
*The plan shall include slowly returning the facility to normal operating procedures by bringing small groups out at a time (e.g., one range of a pod in each housing unit), feeding one range at a time, then gradually increasing over a period of 48 hours. This gradual return affords staff the ability to accurately assess the*

*mood of the population and take appropriate*

*actions as needed.*

# 1.2 Environmental Health and Safety

## I. Purpose and Scope

This detention standard protects detainees, staff, volunteers and contractors from injury and illness by maintaining high facility standards of cleanliness and sanitation, safe work practices and control of hazardous substances and equipment.

This detention standard applies to the following types of facilities housing ICE/ERO detainees:

- Service Processing Centers (SPCs);
- Contract Detention Facilities (CDFs); and
- State or local government facilities used by ERO through Intergovernmental Service Agreements (IGSAs) to hold detainees for more than 72 hours.

*Procedures in italics are specifically required for SPCs, CDFs, and Dedicated IGSA facilities.* Non-dedicated IGSA facilities must conform to these procedures or adopt, adapt or establish alternatives, provided they meet or exceed the intent represented by these procedures.

Various terms used in this standard may be defined in standard “7.5 Definitions.”

## II. Expected Outcomes

The expected outcomes of this detention standard are as follows (specific requirements are defined in “V. Expected Practices”).

1. Facility cleanliness and sanitation shall be maintained at the highest level.
2. Compliance with all applicable federal, state and local safety and sanitation laws shall be ensured by documented internal and external inspections, and by corrective action when indicated.
3. Compliance with all applicable fire safety codes

and fire safety performance requirements for facility furnishings shall be ensured.

4. Flammable, poisonous, toxic and caustic materials shall be controlled and used in a safe manner.
5. Compliance with fire prevention regulations, inspection requirements and other practices, including periodic fire drills, shall ensure the safety of detainees, staff and visitors.
6. Staff shall be knowledgeable about procedures and responsibilities during emergency situations, including those that require evacuation, in accordance with a written plan and with training at least annually.
7. The facility shall have a written plan for immediate release of detainees from locked areas, and provisions for a back-up system.
8. A sufficient number of properly positioned emergency exits, clear from obstruction, shall be distinctly and permanently marked.
9. Plans shall include procedures for assisting detainees with special needs during an emergency or evacuation.
10. Preventive maintenance and regular inspections shall be performed to ensure timely emergency repairs or replacement and to prevent dangerous and life-threatening situations.
11. Potential disease transfer shall be minimized through proper sanitization of barbering equipment and supplies.
12. Pests and vermin shall be controlled and eliminated.
13. Safe, potable water shall be available throughout the facility.
14. Emergency lighting and life-sustaining equipment shall be maintained and periodically tested.
15. Disposal of garbage and hazardous waste shall be in compliance with applicable government

regulations.

16. The facility shall provide communication assistance to detainees with disabilities and detainees who are limited in their English proficiency (LEP). The facility will provide detainees with disabilities with effective communication, which may include the provision of auxiliary aids, such as readers, materials in Braille, audio recordings, telephone handset amplifiers, telephones compatible with hearing aids, telecommunications devices for deaf persons (TTYs), interpreters, and note-takers, as needed. The facility will also provide detainees who are LEP with language assistance, including bilingual staff or professional interpretation and translation services, to provide them with meaningful access to its programs and activities.

All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency.

Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

### III. Standards Affected

This detention standard replaces “Environmental Health and Safety” dated 12/2/2008.

### IV. References

American Correctional Association, *Performance-based Standards for Adult Local Detention Facilities*, 4th Edition: 4-ALDF-1A-01, 1A-02, 1A-03, 1A-07, 1A-14, 1A-15, 1A-16, 1A-17, 1A-18, 1A-19, 1A-20, 1C-01, 1C-02, 1C-03, 1C-04, 1C-05, 1C-07, 1C-08, 1C-09, 1C-10, 1C-11, 1C-12, 1C-13, 1C-14, 1C-15, 4B-07, 4C-18.

Occupational Safety and Health Administration

(OSHA) Regulations.

NFPA Standards.

U.S. Public Health Service Report on Carcinogens.

## V. Expected Practices

### A. Environmental Health and Safety

#### 1. General Environmental Health

Environmental health conditions shall be maintained at a level that meets recognized standards of hygiene, including those from the:

- a. American Correctional Association;
- b. Occupational Safety and Health Administration;
- c. Environmental Protection Agency;
- d. Food and Drug Administration;
- e. National Fire Protection Association’s Life Safety Code; and
- f. National Center for Disease Control and Prevention.

The facility administrator designee for environmental health is responsible for developing and implementing policies, procedures and guidelines for the environmental health program that are intended to identify and eliminate or control as necessary, sources of injuries and modes of transmission of agents or vectors of communicable diseases.

The facility administrator designee shall:

- a. conduct special safety investigations and comprehensive surveys of environmental health conditions; and
- b. provide advisory, consultative, inspection and training services regarding environmental health conditions.

For the medical clinic, the health services administrator or equivalent is responsible for:

- a. implementing a program that assists in

maintaining a high level of environmental sanitation; and

- b. providing recommendations to the facility administrator concerning environmental health conditions, in consultation with the environmental health designee.

## **2. Staff and Detainee Safety**

The facility administrator shall ensure that adequate provisions are made for staff and detainee safety, in accordance with these detention standards and applicable law. Standard “7.3 Staff Training” further addresses employee training-related issues. Standard “5.8 Voluntary Work Program” addresses detainee training issues for workers. Detainees shall receive safety instruction as necessary for living area-related assignments, such as working with cleaning products to clean general use areas.

Detainee living area safety shall be emphasized to staff and detainees to include providing, as noted in the standards, a housekeeping plan. For example, when there are safety concerns with a detainee sleeping in a top bunk that is not along a wall and that has no bed rail, accommodations shall be made to ensure safety. (Because of the potential safety risk they pose, bed rails are not common in detention settings except for medical housing units.) In locations where ladders are unavailable, alternate accommodations, such as the use of bottom bunks or the addition of a ladder or step, shall be made for detainees on a case-by-case basis. Detainees who have medical or physical problems that may be aggravated by sleeping on a top bunk shall be referred to the medical unit for consideration of a lower bunk permit.

## **3. General Housekeeping**

The facility administrator shall ensure that staff and detainees maintain a high standard of facility sanitation and general cleanliness. When possible, the use of non-toxic cleaning supplies is recommended.

- a. All horizontal surfaces shall be dampdusted daily

with an approved germicidal solution used according to the manufacturer’s directions.

- b. Windows, window frames and windowsills shall be cleaned on a weekly schedule.
- c. Furniture and fixtures shall be cleaned daily.
- d. Floors shall be mopped daily and when soiled, using the double-bucket mopping technique and with a hospital disinfectant-detergent solution mixed according to the manufacturer’s directions.
- e. A clean mop head shall be used each time the floors are mopped.
- f. Waste containers shall weigh less than 50 lbs., be non-porous and lined with plastic bags; the liner shall be changed daily.
- g. Waste containers shall be washed weekly at a minimum, or as needed when they become soiled.
- h. Cubicle curtains shall be laundered monthly or during terminal cleaning following treatment of an infectious patient.

## **4. Pests and Vermin**

The facility administrator shall contract with licensed pest-control professionals to perform monthly inspections to identify and eradicate rodents, insects and other vermin. The contract shall include a preventive spraying program for indigenous insects and a provision for callback services as necessary. Doors to the outside should be tight fitting and door sweeps should be installed to prevent the entry of vermin from outside.

## **5. Certification of Facility Water Supply**

At least annually, a state laboratory shall test samples of drinking and wastewater to ensure compliance with applicable standards. A copy of the testing and safety certification shall be maintained on site.

## **6. Emergency Electrical Power Generator**

At least every two weeks, emergency power generators shall be tested for one hour, and the oil,

water, hoses and belts of these generators shall be inspected for mechanical readiness to perform in an emergency situation.

Power generators are to be inspected weekly and load-tested quarterly at a minimum, or in accordance with the manufacturer's recommendations and instruction manual.

Technicians shall check starting battery voltage, generator voltage and amperage output at a minimum, and shall perform all other necessary checks as well.

Other emergency equipment and systems shall be tested quarterly, and all necessary follow-up repairs or replacement shall be performed as soon as feasible.

## **7. Garbage and Refuse**

- a. Garbage and refuse includes all trash, rubbish and other putrescible and non-putrescible solid waste, except the solid and liquid waste discharged into the sanitary sewer system of the facility.
- b. Garbage and refuse shall be collected and removed from common areas at least daily to maintain sanitary conditions and to avoid creating health hazards.
- c. Facilities shall comply with all federal, state and local environmental regulations and requirements governing methods for handling and disposing of refuse.

## **B. Hazardous Materials**

Every facility shall establish a system for storing, issuing, using and maintaining inventories of and accountability for hazardous materials. The facility program shall be supervised by an individual trained in accordance with OSHA standards. The effectiveness of any such system depends not only on written policies, procedures and precautions, but also on adequate supervision and responsible behavior of staff and detainees, including following instructions precisely, taking prescribed precautions

and using safety equipment properly.

A list of common flammable, toxic and caustic substances is included at the end of this detention standard as "Appendix 1.2.A: Common Flammable, Toxic and Caustic Substances."

### **1. Personal Responsibility**

Every individual who uses a hazardous substance must:

- a. be trained in accordance with OSHA standards;
- b. be knowledgeable about and follow all prescribed precautions;
- c. wear personal protective equipment when indicated; and
- d. promptly report hazards or spills to the designated authority.

### **2. Protective Equipment**

- a. Protective eye, face, and other appropriate equipment (such as footwear, gloves, gowns, and/or aprons) is required where there is a reasonable probability of injury preventable by such equipment. Areas of the facility where such injuries can occur shall be conspicuously marked with eye-hazard warning signs.
- b. Eyewash stations that meet OSHA standards shall be installed in designated areas throughout the facility, and all employees and detainees in those areas shall be instructed in their use.

### **3. Inventories**

Every area shall maintain a current inventory of the hazardous substances (e.g., flammable, toxic or caustic) used and stored there. Inventory records shall be maintained separately for each substance. Entries for each shall be logged on a separate card (or equivalent), and filed alphabetically by substance. The entries shall contain relevant data, including purchase dates and quantities, use dates and quantities and quantities on hand.

### **4. Material Safety Data Sheet Files**

- a. Every department or other area of the facility using hazardous substances shall maintain a file of Material Safety Data Sheets (MSDS) that includes a list of the locations where hazardous substances are stored, along with a diagram and legend of these locations. Designated staff from each department or area shall provide a copy of each file to the maintenance supervisor.
- b. MSDS are produced by manufacturers and provide vital information on individual hazardous substances, including instructions on safe handling, storage and disposal; prohibited interactions; etc.
- c. Staff and detainees shall have ready and continuous access to the MSDS for the substances with which they are working. Staff and detainees who do not read English shall not be authorized to work with these materials.
- d. Because changes in MSDS occur often and without notice, staff must:
  - 1) review the latest issuance from the manufacturers of the relevant substances;
  - 2) update the MSDS files as necessary; and
  - 3) forward any changes to the maintenance supervisor, so that the copy is kept current.

## 5. Master Index

The maintenance supervisor or facility administrator designee shall compile:

- a. a master index of all hazardous substances in the facility and their locations;
- b. a master file of MSDS; and
- c. a comprehensive, up-to-date list of emergency phone numbers (e.g., fire department, poison control center, etc.).

The maintenance supervisor shall maintain this information in the safety office (or equivalent) and ensure that a copy is sent to the local fire department.

## 6. General Guidelines Regarding Hazardous Substances

- a. Issuance  
Flammable, caustic and toxic substances (hazardous substances) shall be issued (i.e., drawn from supply points to canisters or dispensed) only under the supervision of the designated officer.
- b. Amounts  
Hazardous substances shall be issued in single-day increments (the amount needed for one day's work).
- c. Supervision  
Qualified staff shall closely monitor detainees working with hazardous substances.
- d. Accountability  
Inventory records for a hazardous substance must be kept current before, during and after each use.

## 7. Flammable and Combustible Liquids

- a. As required by the Federal Hazardous Substances Labeling Act, any liquid or aerosol labeled "flammable" or "combustible" must be stored and used as prescribed on the label.
- b. Lighting fixtures and electrical equipment installed in flammable liquid storage rooms must meet National Electrical Code requirements in hazardous locations.
- c. Every hazardous material storage room shall:
  - 1) be of fire-resistant construction and properly secured;
  - 2) have self-closing fire doors at each opening;
  - 3) be constructed with either a four-inch sill or a four-inch depressed floor; and
  - 4) have a ventilation system (mechanical or gravity flow), which provides at least six air changes per hour, within 12 inches of the floor.
- d. Every storage cabinet shall:

- 1) be constructed according to the applicable code and securely locked at all times;
  - 2) be clear of open passageways, stairways and other emergency exit areas;
  - 3) be conspicuously labeled: “Flammable—Keep Fire Away”; and
  - 4) contain not more than 60 gallons of Class I or Class II liquids, or more than 120 gallons of Class III liquids.
- e. Storage rooms and cabinets may be entered only under secure conditions and under the supervision of authorized staff.
- f. Any portable container that is not the original shipping container must be designated as an approved safety canister, and must be listed or labeled by a nationally recognized testing laboratory. Each container shall bear a legible label that identifies its contents.
- g. Excess liquids shall remain in original containers, tightly closed, in the storage room or cabinet.
- h. The MSDS shall govern use of particular flammable or combustible liquids.
- i. Only authorized staff may dispense flammable and combustible liquids, using acceptable methods for drawing from or transferring these liquids.
- j. Drawing from or transferring any of these liquids into containers indoors is prohibited except:
- 1) through a closed piping system;
  - 2) from a safety can;
  - 3) by a device drawing through the top; or
  - 4) by gravity, through an approved self-closing system.

An approved grounding and bonding system must be used when liquids are dispensed from drums.

- k. Without exception, cleaning liquids must have a

flash point at or above 100° F (e.g., Stoddard solvents, kerosene). Cleaning operations must be in an approved parts-cleaner or dip tank, fitted with a fusible link lid with a 160 degree F melting-temperature link.

- l. Staff shall follow MSDS directions:

- 1) when disposing of excess flammable or combustible liquids; or
- 2) after a chemical spill.

## 8. Toxic and Caustic Substances

- a. All toxic and caustic materials must be stored in secure areas, in their original containers, with the manufacturer’s label intact on each container.
- b. Only authorized staff shall draw/dispense these substances, in accordance with the applicable MSDS.
- c. Staff shall either return unused amounts to the original container(s) or, under certain circumstances, to another suitable, clearly labeled container within the storage area.
- d. MSDS directions shall determine the disposal and spill procedures for toxic and caustic materials used in the facility.

## 9. Poisonous Substances

Poisonous substances or chemicals (e.g., methyl alcohol, sulfuric acid, muriatic acid, caustic soda or tannic acid, etc.) pose a very high (Class I) caustic hazard due to their toxicity.

Methyl alcohol, variously referred to as wood alcohol and methanol, is commonly found in industrial applications (e.g., shellac thinner, paint solvent, duplicating fluid, solvents for leather cements and dyes, flushing fluid for hydraulic brake systems).

- a. If ingested, methyl alcohol can cause permanent blindness or death.
- b. Staff must directly supervise the use of any product containing methyl alcohol. Products that

contain methyl alcohol in highly diluted amounts (e.g., shoe dye) may be issued to detainees, but only in the smallest workable quantities.

- c. Immediate medical attention is vital any time methyl alcohol poisoning is suspected.

#### 10. Other Toxic Substances

- a. Permanent antifreeze containing ethylene glycol shall be stored in a locked area and dispensed only by authorized staff.
- b. Typewriter cleaner containing carbon tetrachloride or trichloroethane shall be dispensed in small quantities and used under direct staff supervision.
- c. Cleaning fluids containing carbon tetrachloride or trichloroethane shall be strictly controlled.
- d. Glues of every type may contain hazardous chemicals. Toxic glues must be stored in a locked location, for use only by authorized staff. When use of a nontoxic product is not possible, staff must closely supervise all stages of handling.
- e. The use of dyes and cements for leather requires close supervision. Nonflammable types shall be used whenever possible.
- f. Ethyl alcohol, isopropyl alcohol and other antiseptic products shall be stored and used only in the medical department and only under close supervision. To the extent practical, such chemicals shall be diluted and issued in small quantities to prevent any injuries or lethal accumulation.
- g. Pesticides not currently approved by the Environmental Protection Agency, such as DDT and 1080 (sodium fluoroacetate) are prohibited. The maintenance supervisor is responsible for purchasing, storing (in a locked area) and dispensing all pesticides used in the facility.
- h. The maintenance supervisor or other staff members responsible for herbicides must hold a current state

license as a certified private applicator. Persons applying herbicides must wear proper clothing and protective gear.

- i. Lyes may be used only in dye solutions and only under the direct supervision of staff.

#### 11. Labeling of Chemicals, Solvents and Other Hazardous Materials

The facility administrator shall individually assign the following responsibilities associated with the labeling procedure:

- a. identifying the nature of potentially hazardous materials adopted for use;
- b. overseeing the use of properly labeled containers for hazardous materials, including any and all miscellaneous containers into which employees might transfer materials;
- c. instructing staff in the meaning of the classification code and the MSDS, including the safe handling procedures for each material;
- d. working with staff to ensure that containers are properly labeled; and
- e. correctly labeling all smaller containers to correspond to the manufacturer-affixed labels on larger shipping containers.

#### 12. Controlled Hazardous Materials

Certain substances require special treatment and careful planning and precautions before use. These controlled materials are classified according to the type of hazard and the nature of the restrictions imposed for their safe use, as specified in OSHA regulations.

- a. Class I: Industrial Solvents  
Industrial solvents and chemicals used as paint thinners, degreasers and cleaning agents may have toxic properties and low flash points, making them dangerous fire hazards.
- b. Class II: Restricted Materials  
Beryllium and its alloys and compounds, and

silver solder containing cadmium, pose a danger to workers, for whom special precautions must be taken.

c. Class III: Recognized Carcinogens

OSHA-listed carcinogens are governed by the OSHA regulations provided in 29 CFR 1910.1000.

Although asbestos appears on the OSHA list, it is exempt from the regulation when:

- 1) no asbestos fibers shall be released into the air during handling and use; and
- 2) the asbestos consists of firmly bound fibers contained in a product such as a transit pipe, wallboard, or tile (except when being sawed or otherwise handled in a way that releases fibers into the air).

d. Class IV: Suspected Carcinogenic, Teratogenic and Mutagenic Materials

Chemical agents, substances, mixtures and exposures are listed in the biennial *Report on Carcinogens* issued by the U.S. Public Health Service, in accordance with the Public Health Service Act. The maintenance supervisor shall ensure that the facility has copies of the report and that there is compliance with the provisions of the latest edition.

## C. Fire Prevention and Control

### 1. Fire Safety Codes

Every facility shall comply with standards and regulations issued by:

- a. OSHA;
- b. the American Correctional Association “mandatory” Expected Practices [Mandatory ACA Expected Practice 4-ALDF-1C-07 requires that the facility conform to applicable federal, state and/or local fire safety codes, and that of the authority having jurisdiction over document compliance. A fire alarm and automatic detection system are required (or else there must be a plan

for addressing these or other deficiencies within a reasonable time period), as approved by the authority having jurisdiction. If the authority approves any variance, exceptions or equivalencies, they must not constitute a serious life-safety threat to the occupants of the facility.];

- c. local and national fire safety codes; and
- d. applicable standards of the American Society for Testing and Materials, American National Standards Institute and Underwriters’ Laboratories or Factory Mutual Engineering Corporation.

New construction, alterations and renovations, shall comply with:

- a. the latest revision or update of the International Council Codes;
- b. the Uniform Building Code; or
- c. the Standard Building Code, in accordance with 40 U.S.C. § 619 and local law.

If the local government does not mandate adherence to a particular code, construction must conform to the International Council Codes.

In addition, construction shall comply with the latest edition of the National Fire Protection Association (NFPA)’s 101, Life Safety Code and National Fire Codes (NFCs). If the fire protection and life safety requirements of a local building code differ from NFPA 101 or the NFCs, the requirements of NFPA 101 and the NFCs shall take precedence and be recognized as equivalent to those of the local building code.

### 2. Inspections

- a. A qualified departmental staff member shall conduct weekly fire and safety inspections.
- b. Facility maintenance (safety) staff shall conduct monthly inspections.
- c. Written reports of the inspections shall be forwarded to the facility administrator for review and, if necessary, corrective action determinations.

The maintenance supervisor shall maintain inspection reports and records of corrective action in the safety office. Fire safety deficiencies shall be promptly addressed.

### 3. Fire Prevention, Control and Evacuation Plan

Every facility shall develop a written fire prevention, control and evacuation plan that includes the following:

- a. control of ignition sources;
- b. control of combustible and flammable fuel load sources;
- c. provisions for occupant protection from fire and smoke;
- d. inspection, testing and maintenance of fire protection equipment, in accordance with NFPA codes, etc.;
- e. monthly fire inspections;
- f. installation of fire protection equipment throughout the facility, in accordance with NFPA codes;
- g. accessible, current floor plans (including all buildings and rooms); prominently posted evacuation maps/plans; and exit signs and directional arrows for traffic flow, with a copy of each revision filed with the local fire department; and
- h. exit diagrams that shall be conspicuously posted throughout the facility.

### 4. Fire Drills

Fire drills shall be conducted and documented at least quarterly in all facility locations including administrative areas.

- a. Fire drills in housing units, medical clinics and other areas occupied or staffed during non-working hours shall be timed so that employees on each shift participate in an annual drill.
- b. Detainees shall be evacuated during fire drills,

except:

- 1) in areas where security would be jeopardized;
- 2) in medical areas where patient health could be jeopardized; or
- 3) in individual cases when the evacuation of patients or detainees is logistically not feasible.

Staff shall simulate drills in areas where detainees are not evacuated.

- c. Emergency-key drills shall be included in each fire drill, and timed. Emergency keys shall be drawn and used by the appropriate staff to unlock one set of emergency exit doors not in daily use. NFPA recommends a limit of four and one-half minutes for drawing keys and unlocking emergency doors. However, when conducting fire drills, emphasis shall be placed on safe and orderly evacuation rather than speed.

### 5. Exit Diagram

In addition to a general area diagram, the following information must be provided on signs:

- a. instructions in English, Spanish and the next most prevalent language at the facility;
- b. “You are here” markers on exit maps; and
- c. emergency equipment locations.

“Areas of Safe Refuge” shall be identified and explained on diagrams. Diagram posting shall be in accordance with applicable fire safety regulations of the jurisdiction.

### D. Medical Operation

The medical department will develop and implement an exposure control plan for the medical clinic that addresses the management of potentially sharp objects (sharps), standard and transmission-based precautions, post-exposure prophylaxis and management, bloodborne pathogens and other potentially infectious materials, disposal of medical and hazardous waste, and cleaning and disinfection.

Only sharps and medical waste generated within the medical department or by medical staff shall be managed in accordance with the medical department's exposure control plan.

### **1. Needles and Other Sharp Objects**

A mandatory, uniform procedure shall be established for the safe handling and disposal of used needles and other sharps to prevent both mechanical injury and the percutaneous transmission of infectious disease organisms, such as the hepatitis B virus (HBV) and human immunodeficiency virus (HIV). Sharps are defined as all disposable or discarded items derived from detainee care that could potentially transmit disease via direct subdermal inoculation. Items included are: hypodermic needles and syringes, scalpel blades, glass vials or ampules containing materials deemed to be infectious, burrs, glass cartridges and lancets.

Accidental injuries from sharp objects are common in health care programs; most are from needle sticks caused by staff attempting to recap hypodermic needles. A uniform procedure for used needles and other disposable sharps is necessary to reduce the number of such injuries by preventing the secondary handling of needles and other dangerous sharp objects used in the delivery of medical care.

### **2. Standard Precautions (includes "Universal Precautions")**

Staff shall frequently wash their hands and take additional routine precautions to prevent contact with blood or other body fluids.

- a. Gloves shall be worn: prior to touching blood and body fluids, mucous membranes, or non intact skin of all patients; prior to handling items or surfaces soiled with blood or body fluids; and prior to performing venipuncture and other vascular access procedures.
- b. Gloves shall be changed after contact with each detainee.
- c. Masks and protective eyewear or face shields shall

be worn during procedures that are likely to generate droplets of blood or other body fluids.

- d. Gowns and/or aprons shall be worn during procedures that are likely to generate splashes of blood or other body fluids.
- e. Hands and other skin surfaces shall be washed immediately and thoroughly if contaminated with blood or other body fluids. Hands shall be washed immediately after gloves are removed.
- f. All health-care workers shall take precautions to prevent injuries caused by needles, scalpels and other sharp instruments or devices during procedures, especially at the following times: when cleaning used instruments, during disposal of used needles and when handling sharp instruments after procedures. Instruments and drugs shall be maintained in a secure and sanitary condition.
- g. To prevent needle-stick injuries, needles shall not be recapped, purposely bent or broken, removed from disposable syringes, or otherwise manipulated by hand. After use, disposable syringes and needles, scalpel blades and other sharp items shall be placed in puncture-resistant containers for disposal.
- h. Large-bore reusable needles shall be placed in a puncture-resistant container for transport to the reprocessing area.
- i. To minimize the need for emergency mouth-to-mouth resuscitation, mouthpieces, resuscitation bags or other ventilation devices shall be available for use in areas in which the need for resuscitation is foreseeable.
- j. Health-care workers who have exudative lesions or weeping dermatitis shall refrain from all direct patient care and from handling patient care equipment until the condition resolves.
- k. Pregnant health-care workers shall strictly adhere to precautions to minimize the risk to the fetus of perinatal transmission of HIV.

1. Isolation precautions shall be used as necessary if associated conditions, such as infectious diarrhea or tuberculosis, are diagnosed or suspected. Implementation of standard blood and body fluid precautions for all detainees eliminates the need for the use of the isolation category of “blood and body fluid precautions” previously recommended by the Centers for Disease Control for individuals known or suspected to be infected with blood-borne pathogens.

Staff shall encourage detainees to wash their hands frequently and to take additional routine precautions to prevent contact with blood or other body fluids.

### 3. Accidental Needle Sticks

Any employee or detainee who receives a needle stick or who is cut while handling potentially contaminated sharps shall be counseled regarding baseline testing for HBV and HIV, and referred to his/her usual source of health care. If the injury also involves a person who is a known source of possible infection, that person shall also be tested for HBV and HIV. The incident shall be reported as an occupational injury and documented in accordance with applicable regulations for commissioned officers and civil service employees, respectively.

The leading health service provider’s exposure-control plan shall be followed in the event of a needle stick.

### 4. Inventory

Items that pose a security risk, such as sharp instruments, syringes, needles and scissors, shall be inventoried and checked weekly by an individual designated by the medical facility’s Health Service Administrator (HSA) or equivalent.

### 5. Handling

Without removing the needles or replacing the needle covers, staff shall place used (disposable) syringes in a plastic disposal box or container.

- a. Disposal Containers

- 1) Use only commercially available, biohazardous-waste sharps containers approved by the National Institute of Safety and Health (e.g., a “Winfield Sharps Container”).
- 2) Do not use milk cartons or plastic milk jugs or other plastic containers of similar thickness.
- 3) Use containers with a two-gallon capacity (approximate).
- 4) Under no circumstances shall an item be removed from the Winfield Sharps Container (Sharps Container).

- b. Location

Sharps Containers shall be located on top of counters or, if on the wall, at least five feet above ground. Sharps Containers shall never sit on the floor.

- c. Disposal

When the disposal box is one-half to two-thirds full, the lid shall be closed and locked, and tape shall be placed over the top of the lid to indicate that it is ready for disposal. The Sharps Container shall be labeled with the words “infectious waste” or with the universal biohazard symbol, and placed in the proper area for removal and disposal.

Sharps are considered infectious waste, and final disposal of the Sharps Container and contents shall be through a commercial contractor that handles disposal of infectious waste in accordance with all local and federal regulations.

The HSA shall make arrangements for disposal with an approved contractor and is responsible for validating that the contractor’s disposal methods are in accordance with all infectious and hazardous waste disposal laws and regulations. Arrangements shall be made with local hospitals, when possible, for disposal with the hospitals’ own infectious waste.

### 6. Environmental Health in Medical Operations

While many of the following considerations,

precautions and specific procedures apply to situations that typically arise in medical operations, in many cases they have general application to all facility operations.

a. General Housekeeping

Environmental cleanliness shall reduce, control and prevent nosocomial infections due to contaminated environmental surfaces. The HSA or designee is responsible for ensuring the cleanliness of the medical facility.

Using an acceptable health agency standard as a model, the HSA shall establish:

- 1) the cleaning equipment, cleansers, disinfectants and detergents to be used;
- 2) the methods of cleaning; and
- 3) the frequency of cleaning and inspections.

The HSA or designee shall make a daily visual inspection of the medical facility, noting the condition of floors, walls, windows, horizontal surfaces and equipment.

All surfaces touched by detainees or staff shall be cleaned using fresh solutions of appropriate disinfectant products, applied with clean cloths, mops or wipes. Cleaned surfaces need not be monitored microbiologically since the results of such tests have been shown not to correlate with infection risk. Floors, walls, beds, tables and other surfaces that usually come in contact with intact skin require low-level disinfection

Horizontal surfaces in detainee care areas are cleaned on a regular basis, when soiling or spills occur. Additionally, short-stay units are cleaned when a detainee is discharged. Cleaning of walls, blinds or curtains is required only when visibly soiled.

The Chief Nurse (or equivalent) is responsible for training all staff and detainees in using proper housekeeping procedures and proper handling of hazardous materials and chemicals.

1) General Cleaning

- a) All horizontal surfaces shall be damp dusted daily with an approved germicidal solution.
- b) Windows, window frames and windowsills shall be cleaned on a regular schedule, but do not require daily cleaning.
- c) Furniture and fixtures shall be cleaned daily.
- d) Floors shall be mopped daily and when soiled using the double bucket mopping technique. The cleaning solution shall be a hospital disinfectant-detergent solution mixed according to the manufacturer's directions. A clean mop head shall be used each time the floors are mopped.
- e) Waste containers shall be lined with plastic bags and the liner shall be changed daily. The container itself shall be washed at least weekly, or as needed when it becomes soiled.
- f) Cubicle curtains shall be laundered monthly or during terminal cleaning following treatment of an infectious patient.

2) Isolation Cleaning

- a) An approved germicidal detergent solution shall be freshly prepared in accordance with the manufacturer's specifications for each cleaning.
- b) After cleaning the isolation room, mops and cleaning cloths shall be laundered before being reused.
- c) Dirty water and used disinfecting solutions shall be discarded and the buckets and basins disinfected before being refilled. Items used in cleaning a contaminated isolation room shall never be taken into another area.
- d) Linens shall be carefully removed from the

bed and double-bagged for transport.

- e) All waste materials shall be double-bagged and disposed of as contaminated waste.

### 3) Terminal Cleaning

- a) Every item in the room must be cleaned with an approved hospital germicidal solution.
- b) When applicable, linen shall be stripped from the bed, with care taken not to shake the linen. Linen shall be folded away from the person and folded inward into a bundle, then removed with minimal agitation.
- c) When applicable, all reusable receptacles (e.g., drainage bottles, urinals, bedpans, water pitchers) shall be emptied and rinsed with germicidal solutions.
- d) All equipment that is not to be discarded (e.g., IV poles, respirators, suction machines) shall be washed with an approved germicidal solution following manufacturer's guidelines for cleaning the specific piece of equipment.
- e) When applicable, mattresses and pillows covered with durable plastic covers shall be washed thoroughly with the approved germicidal solution.
- f) When applicable, beds shall be washed thoroughly, using a small brush soaked in germicidal solution to gain access to small holes and crevices, to areas between the springs and to the casters.
- g) All furniture shall be washed with a germicidal detergent solution. Use a small brush if necessary. Outside and underside as well as legs and casters must also be washed.
- h) Wastebaskets shall be thoroughly washed with a germicidal solution after trash and liner have been removed.

- i) Telephones shall be thoroughly cleaned with a clean cloth soaked in the germicidal solution. The earpiece and mouthpiece shall be unscrewed, scrubbed, dried and replaced.

- j) Walls and ceilings need not be washed entirely, but areas that are soiled shall be washed with germicidal solution.

### 4) Choice of Disinfecting Materials

Hospital-grade disinfectant detergent formulations registered by the Environmental Protection Agency (EPA) may be used for environmental surface cleaning, but the physical removal of microorganisms by scrubbing is as imperative as any antimicrobial effect of the cleaning agent used.

Cost, safety and acceptance by staff shall be the criteria for selecting any such registered agent. The manufacturer's instructions for use shall be followed exactly.

#### b. Blood and Body Fluid Clean-up

Spills of blood and body fluids shall be cleaned up and the surface decontaminated in such a manner as to minimize the possibility of workers becoming exposed to infectious organisms, including HIV and HBV. A suitable cleanup kit shall be maintained for use in cases of spills of blood and body fluids. Cleanup kits may be obtained from commercial sources, or may be compiled by Health Services Department (HSD) staff or the designated health care provider.

#### 1) Compiling a Cleanup Kit

To prepare a cleanup kit for blood and body fluid spills, package the following materials in a 12" x 15" clear zip-lock bag:

- a) gloves, rubber or vinyl, household-type (2 pair);
- b) clean absorbent rags (4);
- c) absorbent paper towels (15);

- d) disposable bag marked “contaminated” size 23”x10”x39”, minimum thickness 1.5 mils.;
- e) Clear plastic bag 13”x10”x39”, minimum thickness 1.5 mils.; and
- f) Bottle of “hospital disinfectant” (containing quaternary ammonium chlorides in at least 0.8% dilution), or a bottle of household bleach such as “Clorox” or “Purex” (5.25% sodium hypochlorite).

## 2) Selection of Disinfectants

Dilute solutions of sodium hypochlorite are reported extremely effective against both HIV and the Hepatitis B virus and therefore have been recommended for use in environmental decontamination procedures. Quaternary ammonium compounds are less effective against Hepatitis B. Chlorine in solution inactivates viruses quickly and efficiently, but must reach the virus particles to do so.

Proteinaceous materials may interfere with the ability of the appropriate disinfectant solution to reach the virus particles. Since quaternary disinfecting compounds may act as a detergent as well as a disinfectant, these compounds may be used for cleaning and removal of proteinaceous materials from surfaces. However, when using such a compound to clean a surface, it shall be necessary to follow with the use of chlorine solution for final disinfection.

Most blood or fluids shall be removed from the surface during routine medical cleaning procedures before application of the disinfectant; in such cases, use of sodium hypochlorite solution shall be sufficient.

## 3) Selection of Gloves

Household or industrial rubber gloves are recommended for use rather than surgical rubber gloves, as surgical gloves are somewhat

porous and are less resistant to mechanical damage and punctures during clean-up procedures.

## 4) Assignment of Cleaning Duties to Detainees in Medical Facilities

Detainee workers may be assigned duties cleaning the medical facility. Detainees are permitted to clean floors and walls and to remove trash, but are not permitted to clean medical equipment.

## 5) Instructions for Use of Clean-Up Kit

- a) Open the bag and remove the supplies.
- b) Put on one pair of gloves.
- c) Depending on the type of disinfectant in the kit, take out bottle of “hospital disinfectant,” or prepare a dilute solution of sodium hypochlorite. To prepare a 1:10 dilution of 5.25% sodium hypochlorite, mix 1 part of 5.25% sodium hypochlorite (common household bleach) with 10 parts water.
- d) Open the large clear plastic bag and the large bag marked “contaminated.” Place them next to each other.
- e) Use paper towels to absorb as much of the spilled fluid as possible; then place soiled paper towels in the large clear plastic bag.
- f) Pour the solution carefully onto the spill area. Dispose of the empty bottle in the large, clear plastic bag. Leave disinfectant in place for 15 minutes.
- g) Use the rags to clean the area, and place rags in the large clear plastic bag.
- h) Tie off the clear plastic bag and place it inside the large plastic bag marked “Contaminated.”
- i) Remove gloves carefully and place them in the plastic bag marked “Contaminated.”

- j) Put on the second pair of gloves and tie the “Contaminated” trash bag closed.
- k) Properly dispose of the “Contaminated” trash bag in a contaminated-waste receptacle.
- l) Properly dispose of the second pair of gloves in the contaminated-waste receptacle.
- m) Wash your hands.
- n) Prepare a new clean-up kit.

NOTE: Do not place linen or non-disposable articles in the “Contaminated” trash bag.

- c. Hazardous and Infectious Waste Disposal  
Infectious and hazardous waste generated at a medical facility shall be stored and disposed of safely and in accordance with all applicable federal and state regulations.

For identified wastes that represent sufficient risk of causing infection or injury during handling and disposal, the following precautions shall be applied.

#### 1) Definitions

Hazardous or infectious waste is defined as: microbiology laboratory waste; human blood and blood products; sharps; laboratory and other chemicals; or certain drugs such as antineoplastic.

Miscellaneous biomedical waste is defined as waste materials that are not specifically defined as infectious waste. Such waste includes bandages, dressings, casts, catheters and disposable pads.

Waste from detainees in isolation is not considered to be infectious waste unless it falls within the specific definition of infectious waste as stated above.

#### 2) Collection and Storage

Infectious waste must be separated from the

general waste stream and clearly labeled as infectious, adhering to the following practices:

- a) Infectious waste shall be double-bagged and tied and labeled “Infectious Waste.”
- b) The bags used must be impermeable, commercially supplied red bags intended specifically for biohazardous waste storage.
- c) Miscellaneous biomedical waste shall be double-bagged and tied but need not be labeled as infectious.

#### 3) Treatment and Disposal

Blood products and designated body fluids shall be poured slowly and carefully down a toilet to prevent splash. Compacting of untreated infectious waste is prohibited. The waste disposal contractor must meet all state and local requirements for transportation and disposal.

### E. Barber Operations

Sanitation in barber operations is imperative because of the possible transfer of diseases through direct contact or by towels, combs and clippers. Towels shall not be reused by other detainees until sanitized. Instruments such as combs and clippers shall not be used successively on detainees without proper cleaning and disinfecting.

- 1. For sanitation reasons, it is preferable that barbering operations be located in a room that is not used for any other purpose. The room must have sufficient light, and be supplied with hot and cold running water. The floors, walls and ceilings shall be smooth, nonabsorbent and easily cleaned.
- 2. Each barbershop shall have all equipment and facilities necessary for maintaining sanitary procedures for hair care, including covered metal containers for waste, disinfectants, dispensable headrest covers, laundered towels and haircloths.
- 3. After each detainee visit, all hair care tools that

came in contact with the detainee shall be cleaned and effectively disinfected. Ultraviolet lights are not appropriate for sterilization but may be used for maintaining tools that have already been properly sterilized.

4. Detailed hair care sanitation regulations shall be conspicuously posted in each barbershop for the use of all hair care personnel and detainees. Cotton pads, absorbent cotton and other single or dispensable toilet articles may not be reused, and shall be placed in a proper waste receptacle

immediately after use. The common use of brushes, neck dusters, shaving mugs and shaving brushes is prohibited.

5. Barbers or beauticians shall not provide service to any detainee when the skin of the detainee's face, neck or scalp is inflamed, or when there is scaling, pus or other skin eruptions, unless service of such detainee is performed in accordance with the specific authorization of the chief medical officer. No person who is infested with head lice shall be served.

## Appendix 1.2.A: Common Flammable, Toxic and Caustic Substances

### Class I Liquids

Gasoline  
Benzene (Petroleum ether)  
Acetone  
Hexane  
Lacquer  
Lacquer thinner  
Denatured alcohol  
Ethyl alcohol  
Xylene (Xylol)  
Contact cement (flammable)  
Toluene (Toluene)  
Methyl ethyl ether  
Methyl ethyl ketone  
Naphthalene, Y, M and P

### Class II Liquids

Diesel fuel  
Motor fuel  
Kerosene  
Cleaning solvents  
Mineral spirits  
Acetone

### Class III Liquids

Paint (oil base)  
Linseed oil  
Mineral oil  
Neat's-foot oil  
Sunray conditioner  
Guardian fluid

### Toxic Substances

Ammonia  
Chlorine  
Antifreeze  
Duplicating fluid  
Methyl alcohol  
Defoliant  
Herbicides  
Pesticides

### Caustic Substances

Lye  
Muriatic acid  
Caustic soda  
Sulfuric acid  
Tannic acid

## 1.3 Transportation (by Land)

### I. Purpose and Scope

This detention standard prevents harm to the general public, detainees and staff by ensuring that vehicles used for transporting detainees are properly equipped, maintained and operated and that detainees are transported in a secure, safe and humane manner, under the supervision of trained and experienced staff.

This detention standard applies to the following types of facilities housing ICE/ERO detainees:

- Service Processing Centers (SPCs);
- Contract Detention Facilities (CDFs); and
- State or local government facilities used by ERO through Intergovernmental Service Agreements (IGSAs) to hold detainees for more than 72 hours.

*Procedures in italics are specifically required for SPCs, CDFs, and Dedicated IGSA facilities.* Non-dedicated IGSA facilities must conform to these procedures or adopt, adapt or establish alternatives, provided they meet or exceed the intent represented by these procedures.

Various terms used in this standard may be defined in standard “7.5 Definitions.”

### II. Expected Outcomes

The expected outcomes of this detention standard are as follows (specific requirements are defined in “V. Expected Practices”).

1. The general public, detainees and staff shall be protected from harm when detainees are transported.
2. Vehicles used for transporting detainees shall be properly equipped, maintained and

operated. This includes equipment appropriate and necessary to transport detainees with disabilities and special needs.

3. Detainees shall be transported in a safe and humane manner, under the supervision of trained and experienced staff.
4. Except in emergency situations, a single officer may not transport a single detainee of the opposite gender. Further, if there is an expectation that a pat down will occur during transport an officer of the same gender as the detainee(s) must be present.
5. Reasonable accommodations shall be made for detainees with physical disabilities and/or special needs in accordance with security and safety needs and all applicable laws and regulations.
6. The facility shall provide communication assistance to detainees with disabilities and detainees who are limited in their English proficiency (LEP). The facility will provide detainees with disabilities with effective communication, which may include the provision of auxiliary aids, such as readers, materials in Braille, audio recordings, telephone handset amplifiers, telephones compatible with hearing aids, telecommunications devices for deaf persons (TTYs), interpreters, and note-takers, as needed. The facility will also provide detainees who are LEP with language assistance, including bilingual staff or professional interpretation and translation services, to provide them with meaningful access to its programs and activities.

All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency.

Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

### III. Standards Affected

This detention standard replaces “Transportation (Land Transportation)” dated 12/2/2008.

### IV. References

American Correctional Association, *Performance-based Standards for Adult Local Detention Facilities*, 4th Edition: 4-ALDF-1B-01, 1B-03, 1B-04, 1B-05, 1B-06

ICE/ERO *Performance-based National Detention Standards 2011*:

- “1.1 Emergency Plans”;
- “2.1 Admission and Release”;
- “2.5 Funds and Personal Property”;
- “2.9 Post Orders”;
- “2.15 Use of Force and Restraints”;
- “4.1 Food Service”;
- “4.7 Terminal Illness, Advance Directives and Death”; and
- “7.4 Detainee Transfers.”

Memorandum dated 7/14/2006 on “Escape Reporting” from the ICE/ERO Director, which specifies requirements for the reporting, tracking and investigating of the escape of an ICE/ERO detainee.

### V. Expected Practices

#### A. Written Policy and Procedures Required

The facility administrator shall develop and implement written policy, procedures and guidelines

for the transportation of detainees, including, at a minimum:

1. general policy and procedures governing safety, security, operations, communications and equipment;
2. vehicle inspections and repair;
3. vehicle occupancy;
4. the seating of detainees in transportation vehicles; and
5. procedures and necessary equipment in the event of:
  - a. vehicle failure;
  - b. traffic accident;
  - c. severe weather or natural disaster;
  - d. an emergency situation (as specified later in “S. Emergency Situations” of this standard);
  - e. transport of females or minors; and
  - f. transport of detainees whose disabilities or special needs preclude prolonged travel.

#### B. Vehicle Inspection

All vehicles used for transporting ICE/ERO detainees shall comply with annual safety inspections requirements in accordance with applicable federal and state law. Vehicles may not be used for transportation if any safety repairs are needed. Vehicles equipped with specialized gear for the transportation of detainees with physical disabilities must also undergo appropriate inspections and maintenance to ensure the equipment remains in good order.

#### C. Transportation Planning and Scheduling

The Field Office Director has overall responsibility for all aspects of vehicle operations.

The facility administrator (or designee) is responsible for setting schedules and monitoring vehicular

maintenance, making logistical arrangements to transport detainees, supervising and instructing personnel, and protecting detainee security. Before departure, the plans shall be revised as necessary, based on weather and road conditions and any other relevant considerations.

## D. Transporting Officer Responsibilities

### 1. Training Required

To be assigned to a bus transporting detainees, an officer must have successfully completed the ICE/ERO bus driver training program, or a comparable approved training program, and all local state requirements for a commercial driver's license (CDL). In addition, the driver must have the appropriate state issued CDL.

Bus-driver trainees may operate the vehicle during any segment of a run when detainees are not on board, but only under the direct supervision of a certified bus instructor licensed by the state in which they reside.

### 2. Forms and Files

For each vehicle operator and other employees assigned to bus transportation duties, supervisors shall maintain at the official duty station a file containing:

- a. certificate of completion from a bus training program, as applicable;
- b. copy of the CDL;
  - 1) *every motor vehicle operator shall complete the following forms (or equivalent) for his/her official personnel folder (OPF): SF-47, G-392 and G-294. Every motor vehicle operator is also responsible for renewing these documents as necessary, and for providing to the OPF copies of all renewals and other changes/updates.*

### 3. Operating the Vehicle

The driver shall operate the vehicle in accordance

with the CDL manual or the highest prevailing standard and must maintain complete control of the vehicle at all times.

Driving under the influence of drugs or alcohol is prohibited. In addition to any other random testing as part of a drug-free workplace program, all officers assigned to transportation are subject to the U.S. Department of Transportation (DOT) drug—and alcohol—testing program.

The transporting officers shall comply with all state and federal motor vehicle regulations (including DOT, Interstate Commerce Commission and Environmental Protection Agency), including, but not limited to:

- a. wearing a seat belt when the vehicle is moving;
- b. holding a valid state issued CDL;
- c. inspecting the vehicle, using a checklist and noting any defect that may render the vehicle unsafe or inoperable;
- d. transporting detainees in a safe and humane manner;
- e. verifying individual identities and checking documentation when transferring or receiving detainees;
- f. driving defensively, taking care to protect the vehicle and occupants, obeying traffic laws and immediately reporting damage or accidents;
- g. re-inspecting the vehicle after each trip and completing a vehicle inspection report, including an odometer reading;
- h. returning the vehicle keys to the control officer or supervisor, according to facility procedures;
- i. recording authorized expenses (e.g., fuel, emergency services, oil) on Form G-205 or (applicable current form; in event of an update, use the "Government-owned Vehicle Record"), specifying the exact amount and the date, and keeping all receipts and submitting them along

with the appropriate form at the end of each month; and

- j. Safeguarding credit cards assigned to the vehicle.

#### **4. Driving Hours and Number of Operators**

Each officer must recognize the limitations imposed by his/her own driving skills, personal distractions and environmental conditions, and must modify his/her driving accordingly. The following rules apply to all members of the vehicle crew, whether driving or not, and it is the officer's responsibility to inform a transportation supervisor if he/she is unable to make a trip because of these rules:

- a. A CDL is required for each officer assigned to bus operations.
- b. While operating a vehicle requiring a CDL, drivers must comply with all rules and regulations pertaining to CDL operations.
- c. Drivers must be off-duty for the eight (8) hours immediately before any trip or trip segment.
- d. Maximum driving time (i.e., time on the road) is governed by USDOT.
- e. In an emergency or under unforeseen and adverse driving conditions only, the vehicle crew may drive as long as necessary to reach a safe and secure stopping area.
- f. When vehicles without detainees travel in tandem, a single officer may be assigned to each. Unaccompanied officers may also drive empty vehicles for certain purposes, such as maintenance trips.

#### **5. Vehicle Security**

Officers shall secure a vehicle before leaving it unattended, including removing keys from the ignition immediately upon parking the vehicle.

Officers shall avoid parking in a spot where the vehicle may attract undue attention or be vulnerable to vandalism or sabotage. If officers cannot locate a parking area with adequate security, they shall

contact the local law enforcement agency for advice or permission to use one of its parking places.

#### **E. Officer Uniform and Equipment**

All officers transporting ICE/ERO detainees shall wear their prescribed uniforms unless other attire is authorized by the facility administrator.

- 1. Every transporting officer shall wear a uniform in accordance with established procedures. Certain transportation details may require wearing of street or business attire; in these cases, the facility administrator shall establish a dress code for such occasions. The dress code shall prohibit the wearing of jumpsuits.
- 2. Every transporting officer shall be issued and instructed to wear a protective vest while participating in the transportation program.
- 3. Equipment recommended for each trip includes, but is not limited to, the following:
  - a. flashlights;
  - b. extra handcuffs;
  - c. flex-cuffs and cutter; and
  - d. other authorized intermediate force ("non-lethal," "non-deadly") weapons.

#### **F. Pre-departure Vehicle and Security Check**

Prior to departure, all officers assigned to transport detainees must be present to ensure a complete and thorough inspection and search, and shall:

- 1. inspect the vehicle for mechanical and electrical problems;
- 2. take any necessary special precautionary measures for transporting a detainee identified as a special-handling case (e.g., for reasons of security, medical, physical, psychological problems, and/or transporting juveniles) while the search is in progress;
- 3. test the emergency exits and test the key for every

lock located in or on the vehicle. A complete set of these keys shall travel with the vehicle at all times, in a secure place known to every transporting officer;

4. search for hidden weapons and other contraband before every trip, including the driver's compartment and glove compartment, the detainee seating area and the cargo compartment;
5. search the staging area prior to loading detainees to ensure that the area is clear of any weapons or contraband;
6. thoroughly search each detainee as he/she is about to board the vehicle; and
7. ensure that when vehicles are equipped with seatbelts, detainees are properly secured before the transport begins according to established ICE policies and procedures regarding searches.

## **G. Required Documents**

### **1. Transport Documentation**

No detainee may be transported to/from any facility, including Field Office detention areas, unless a Form G-391, I-216, I-203, or equivalent, is furnished, authorizing the removal. These forms must be properly signed and shall clearly indicate the name of the detainee(s), the place or places to be escorted, the purpose of the trip and other information necessary to carry out the detail efficiently.

In SPCs, CDFs, and IGSAs with a sufficient ICE/ERO onsite presence, the authorized ICE official shall check records and ascertain if the detainee has a criminal history, is dangerous or has an escape record. Any information of an adverse nature shall be clearly indicated on the G-391 and the escorting officers shall be warned to take the necessary precautions. Before beginning the detail, escorting and transportation officers shall read their instructions and clearly understand the reason that the detainee is being taken from the facility. The officers shall also discuss emergency and alternate

plans with the SIEA or authorized designee before beginning the detail.

All completed G-391 forms, or equivalents shall be filed in order by month, with the previous month's forms readily available for review, and shall be retained for a minimum of three years.

### **2. Documents That Accompany the Detainee**

The Directive on Detainee Transfers explains the files and documents that must be prepared and organized in preparation for a detainee's transfer. ICE/ERO staff of the sending facility is required to complete a Detainee Transfer Checklist to ensure all procedures are completed and place a copy in the detainee's A-file or work folder.

Standard 7.4 "Detainee Transfers" also requires that a Medical Transfer Summary accompany the detainee. If official health records accompany the detainee, they are to be placed in a sealed envelope or other container labeled with the detainee's name and A-number and marked "Confidential Medical Records."

Transportation staff may not transport a detainee without the documents as required by the Directive on Detainee Transfers and Standard 7.4 "Detainee Transfers." Staff is responsible for delivering all required documents and the transfer summary to personnel at the receiving facility.

To ensure that the receiving facility also receives the detainee's files and other required documentation:

- a. transportation officers may not accept a detainee without the required documents;
- b. the receiving facility may refuse to accept a detainee without the required documents; and
- c. the receiving facility must report any exceptions to the Field Office and the Deputy Assistant Director, Detention Management Division.

## **H. Departure Scheduling and Security**

The vehicle crew shall organize driving time so

detainees arrive at the designated meeting area on schedule.

Before transferring detainees from one facility to another, a designated officer shall inform the receiving office of:

1. the estimated time of departure and arrival (ETD/ETA);
2. the number of detainees in each of the following categories:
  - a. new arrivals (remaining at the facility);
  - b. drop-offs; and
  - c. overnights;
3. the total number of detainees;
4. any special-handling cases, with details about the special requirements (e.g., medications, restraints, special equipment); and
5. any actual or estimated delays in departure, and the accordingly revised ETA(s).

## **I. Transfer of Funds, Valuables and Personal Property**

In accordance with standards “2.1 Admission and Release” and “2.5 Funds and Personal Property,” facility staff shall inspect and inventory the personal property of detainees transferring from one facility to another.

In addition, at the originating facility:

1. Staff shall ask each detainee whether he/she has in his/her possession all funds, valuables and other personal property listed on the property inventory form:
  - a. If a detainee answers “yes,” he/she may board the vehicle; or
  - b. If a detainee claims missing funds, valuables, or personal property, the detainee shall remain at the facility until required paperwork is completed. Photocopies of completed forms

are sufficient documentation for the transfer to proceed.

2. Staff shall include, in the “checked baggage” section on each I-216, the I-77 numbers, to be verified by receiving facility staff;
3. The lead driver shall check the manifest against the number of packages by detainee name and A-number before signing the I-216 or placing the baggage on the bus.
4. In addition to the requirements of standard “2.5 Funds and Personal Property”:
  - a. Staff shall complete a separate I-77 for each piece of baggage, and shall record the detainee’s name on the top, middle, and bottom portions; and
  - b. Staff shall enact the following procedure for each piece of baggage and corresponding I-77 form, and:
    - 1) attach the string on the top of the I-77 to the corresponding piece of baggage, and secure the detainee’s signature on the back of the I-77;
    - 2) attach the middle section to the copy of the I-385 that shall accompany the detainee to the final destination; and
    - 3) provide the bottom portion to the detainee as a receipt.

## **J. Loading a Vehicle**

### **1. Security and Occupancy**

Armed officers shall be posted whenever detainees enter or exit a vehicle outside a secure area.

The facility administrator shall ensure that all vehicles are assigned an occupancy rating in compliance with the U.S. Department of Transportation (DOT). The number of detainees transported may not exceed the established occupancy level.

The escorting officer/assistant driver shall instruct the detainees about rules of conduct during the trip.

The lead driver shall be responsible for managing the detainees' move from the staging area into the vehicle. The number of available officers shall determine whether detainees move at one time or in groups.

## **2. Items Detainees May Keep in Their Possession**

Ordinarily, detainees in transport may keep the following in their possession: jewelry (wedding rings and approved religious items), eyeglasses, and receipts for property and money (G-589, I-77). However, if the transporting officers determine that any of these items may compromise officer or detainee safety, the items shall be removed from the detainee's possession and returned to the detainee or placed in an appropriate storage area.

In some instances, the vehicle crew shall safeguard and dispense prescription medicines as prescribed, noting the detainee's name, A-number, date and time(s) dispensed, and by whom. Such notes shall be attached to the detainee's medical record or A-file.

## **3. Count, Identification, and Seating**

To confirm the identities of the detainees they are transporting, the vehicle crew shall:

- a. summon the detainee, by surname, to the vehicle;
- b. ask detainee to state his/her complete name;
- c. compare name and face with the Booking Card (I-385) or equivalent and attached photo and the Record of Persons and Property Transferred (I-216) or equivalent. If necessary, refer to the I-385 or equivalent for additional biographical information;
- d. seat each detainee in accordance with written procedures from the facility administrator, with particular attention to detainees with physical or mental health conditions, or who may need to be afforded closer observation for their own safety;

- e. to transport detainees with disabilities safely and securely, transportation officers shall make reasonable accommodations for them, in so far as is practicable;
- f. seat detainees in restraints (whose documents or behavior in transit indicate a security risk) in the first seats behind the security screen and record in a log maintained by the officers the detainee's name, reason for using restraints, type of restraints, and times restraints were applied and removed;
- g. conduct a visual count once all passengers are seated on board, and every time before resuming the trip after the vehicle makes a scheduled or unscheduled stop; and
- h. assist detainees with disabilities and special needs to their designated seat and ensure females and minors are seated according to the directives in section T of this standard.

## **K. Responsibilities En Route**

### **1. Point of Contact**

The next receiving office on the vehicle route serves as the contact point and is responsible for monitoring the vehicle's schedule.

Upon making contact with an arriving vehicle, the receiving officers shall certify, by signing the accompanying Form I-216, that they are taking custody of the specified detainees.

Each office shall develop and post written guidelines for tracing procedures to locate an overdue vehicle. If the vehicle does not arrive within range of the ETA, the contact point shall set the tracing procedures in motion.

### **2. Safety and Security**

For safety purposes, all personnel shall remain seated while the vehicle is in motion.

The vehicle crew shall keep the cage doors locked whenever detainees are on board, and the assistant

driver is responsible for detainee oversight during transport. Officers must maintain a clear view of the entire vehicle compartment and remain alert for behavior that could jeopardize safety and security.

Detainees shall not have access to any personal baggage or packages while in transit (except as specified above in “Section J.2, Items Detainees May Keep in Their Possession”).

A complete set of keys for every lock located in or on the vehicle shall travel with the vehicle at all times, in a secure place known to every transporting officer, and the crew shall keep bolt cutters in the forward compartment with the outer equipment for use in an emergency.

An armed officer may not enter the secure area of the vehicle. If he/she must enter that area, the officer shall first leave the weapon(s) with another officer for safekeeping or, if the vehicle is equipped with weapons lockers, in a locker.

### **3. Stops**

During stops, which the vehicle crew shall keep to a minimum, detainees shall not leave the vehicle until the transporting officers have secured the area. When the detainees disembark, the officers shall keep them under constant observation to prevent external contact(s) and/or contraband smuggling or exchange. At least one officer shall remain in the vehicle when one or more detainees are present.

### **L. Meals**

The vehicle crew shall provide meals and snacks during any transfer that exceeds six hours. Officers shall consider when the detainees last ate before serving meals and snacks. Special considerations shall be given to minors, pregnant female detainees, and detainees who have medical conditions.

Meal times, the number of meals, and the types of meals provided shall be recorded. Officers also shall record the identifying information of any detainee who refuses a meal and that information shall be

appropriately documented.

The requirements specified in standard “4.1 Food Service” apply equally to food served in transit and in detention facilities.

In the interest of safety, detainees shall have no access to eating utensils (disposable or otherwise) while in transit.

Transporting officers shall observe safe-handling procedures at all times.

In transit, the crew shall store and serve food at the required temperatures. The crew shall maintain a constant supply of drinking water and ice in the water container(s), along with paper cups. A small number of disposable garbage receptacles (i.e., plastic bags) shall be kept in the driver’s compartment, with the remainder stored in the equipment box located in the forward baggage compartment.

The food service administrator shall monitor the condition and routine cleansing and sterilizing of drinking-water containers, basins, latrines, etc., in vehicles to ensure compliance with standard “4.1 Food Service.”

In an emergency, the transporting officers may purchase meals from a commercial source, obtaining receipts for later reimbursement.

### **M. Vehicle Communication**

Every vehicle shall be equipped with a functioning two-way radio. Every crew shall also carry at least one portable radio, so that officers can maintain contact if one or more must leave the vehicle. The vehicle’s communications system shall also include a cellular phone for use when radio communications are degraded (e.g., in dead zones, on different frequencies).

### **N. Vehicle Sanitation**

Vehicles must be kept clean and sanitary at all times. The facility administrator shall establish the

procedures and schedule for sanitizing facility vehicles. Vehicle crew responsibilities include, but are not limited to:

1. dumping septic tank contents at the locations specified; and
2. maintaining an adequate supply of water and chemicals in the toilet at all times, including monitoring the inventory of chemical supplies stored in the forward baggage compartment.

## O. Officer Conduct

Recognizing the effect of personal appearance, speech, conduct and demeanor in communicating the appropriate sense of authority, assigned transportation staff shall dress, speak and act with the utmost professionalism. Assigned transportation staff shall conduct themselves in a manner that reflects positively on ICE/ERO.

The vehicle crew falls under the responsibility of the Field Office Director with jurisdiction at each facility en route, whether during an intermediate stop or at the final destination. This responsibility remains in effect until the vehicle's departure, and applies only to the current trip. If problems arise, the lead driver must contact the Field Office Director, or designee.

Transportation staff shall comply with all rules and procedures governing use of government vehicles. They shall not transport any personal items other than those needed to carry out their assigned duties during the trip. The possession or use of alcoholic beverages and illegal drugs is strictly prohibited.

Using common sense, transportation staff shall handle any crises that may arise. While treating all persons with courtesy and respect, they shall not compromise security or the accomplishment of their mission.

## P. Firearms Storage

Every facility administrator shall ensure that the on-site supply of gun lockers can accommodate the non-resident vehicle crews during stops at the

facility.

## Q. Vehicle Equipment

*In SPCs and CDFs, the Field Office will provide the following equipment as appropriate for each vehicle:*

1. *mobile radio(s) able to communicate on frequencies used by Border Patrol and/or other law enforcement agencies;*
2. *cellular phone (backup communication system);*
3. *in the forward baggage compartment, of buses, two equipment boxes containing:*
  - a. *(in box #1:) large bolt cutters, fuses, fan belts, jack, small hand tools, flashlight, lantern, rags, disposable trash bags, broom, ground cloth, two sets of coveralls, and work gloves (fleet officer/shop supervisor maintains inventory and checks written inventory quarterly);*
  - b. *(in box #2:) transmission fluid, water for radiator, oil, toilet disinfectant, extra fire extinguisher(s), road flares, and reflectors (transporting officers record amount and date used and by whom on inventory sheets kept in box #2, likewise maintaining MSDS sheets as necessary); and*
  - c. *other equipment to be added as necessary (transporting officers shall provide supervisors with written notification of inventory needs, including items that need replenishing or replacing).*
4. *first-aid equipment bag (disaster kit), auxiliary to the first-aid kit in the driver's compartment (officers shall document each emergency requiring first-aid treatment, including whether and how quickly the injured individual(s) received proper medical care);*
5. *emergency blankets equal to the rated capacity of the vehicle;*
6. *boarding bag containing extra forms, a camera that produces instant photographs, film, batteries,*

*and emergency phone numbers for ICE/ERO offices, local police, state police, etc.;*

7. *spare tire and snow chains (if applicable);*
8. *restraining equipment, including, at a minimum:*
  - a. *on buses: 50 sets of waist chains; 50 sets of leg irons; and 2 sets of leg irons modified for use as hand cuffs (extra-large); or*
  - b. *on other vehicles: equipment equal to the rated capacity of the vehicle.*
9. All restraining equipment must be of high quality and must be maintained in good operating condition and kept in the forward baggage compartment with the other supplies; and
10. appropriate storage for firearms.

The vehicle crew shall determine which safety and security equipment to use in an emergency. The crew shall maintain restraints and other equipment in good working order.

## **R. Use of Restraints**

In accordance with this standard and “2.15 Use of Force and Restraints,” officers shall use authorized techniques and common sense when applying restraints. To ensure safe and humane treatment, the officers shall check the fit of restraining devices immediately after application, at every relay point, and any time the detainee complains. Properly fitting restraints do not restrict breathing or blood circulation.

The officers shall double-lock the restraining device(s) and secure the handcuffs to the waist chain. Under no circumstances shall officers attach a restraining device to an immovable object, including, but not limited to, security bars, seats, steering wheel, or any other part of a vehicle. Officers carrying firearms shall exercise caution if close contact with a detainee becomes necessary in an emergency.

Barring exigent circumstances, transporting officers

shall not handcuff women or minors unless they have shown or threatened violent behavior, have a history of criminal activity, or an articulable likelihood of escape exists. If an exception arises, the officers shall document the incident, recording the facts and the reasoning behind the decision.

## **S. Emergency Situations**

If an emergency occurs within a reasonable distance of an ICE/ERO office, assigned transportation staff shall make every effort to reach that office before taking extraordinary measures. However, if moving seems ill-advised or impossible, assigned transportation staff shall contact the office, stating their location and the nature of the problem, to ensure provisions for secure and immediate assistance.

If the situation is life-threatening, the vehicle crew shall not wait for help from an ICE/ERO office but shall take immediate action.

The facility administrator shall establish written procedures for transportation staff to follow during an en-route emergency. The written procedures shall cover the following scenarios.

### **1. Attack**

*If attacked, the vehicle crew must request assistance from the nearest law enforcement agency, continuing to drive until the vehicle becomes incapacitated. The transportation staff shall do everything possible to protect the safety of everyone in the vehicle.*

### **2. Escape**

*If a detainee escapes, the assigned transportation staff shall not jeopardize the security of the remaining detainees by chasing the escapee. Instead, transportation staff shall notify the nearest ICE/ERO office, providing the escapee’s name, A-number, height, weight, type of clothing, and direction of flight (if known). The office shall relay this information directly to local law enforcement*

agencies.

*The vehicle crew shall prepare a fully documented written report of the escape and/or attempted escape.*

### **3. Hostages**

*If a hostage situation occurs on board the vehicle, at least one assigned transportation staff member shall secure the vehicle perimeter while another notifies the closest ICE/ERO office of the situation. The assigned transportation staff shall make every effort to determine who is involved and whether they are armed, relaying this information to the ICE/ERO office and local law enforcement agencies. Under no circumstances shall an assigned transportation officer bargain with or take orders from the hostage-taker(s), regardless of the status or rank of the hostage(s).*

*The vehicle crew shall hold all detainees on board until help arrives, in the event that the hostage-taker(s) allow(s) non-participants to disembark. Regardless of demands, the transportation staff shall not allow any hostage-taker(s) off the bus, with or without the hostages.*

*Because of the need to interview witnesses, examine the crime scene, etc., a hostage situation shall effectively end a transportation assignment. Once the hostage situation is resolved, assigned transportation staff shall receive instructions regarding how and where to proceed.*

*The vehicle crew's incident report shall note participants, witnesses and action taken.*

### **4. Illness**

*If a detainee becomes ill while in transit, the assigned transportation staff shall take appropriate action and alert the receiving office in order to prepare to handle the situation.*

*If a detainee becomes ill while in transit and the illness requires immediate medical treatment (e.g., in the event of a heart attack), assigned*

*transportation staff shall request assistance from the nearest medical facility, local law enforcement agencies and emergency services. The transportation staff shall initiate life-saving procedures as time-appropriate, proceeding if security permits. The closest ICE/ERO office shall prepare procurement paperwork and make arrangements for hospitalization, security, etc.*

### **5. Death**

*If a detainee dies while in transit, assigned transportation staff shall notify the originating or receiving office as soon as possible and shall follow procedures specified in standard "4.7 Terminal Illness, Advance Directives and Death."*

*The closest ICE/ERO office shall coordinate with other agencies, including the coroner, required to be on the scene when the body is removed from the vehicle. The removal must take place in the state where death occurred. Standard "4.7 Terminal Illness, Advance Directives and Death" specifies the procedures with which assigned transportation staff must comply.*

### **6. Fire**

*In case of fire in or on the vehicle, the driver shall immediately stop the vehicle. The crew shall fight the fire with the on-board equipment. If necessary, assigned transportation staff shall request assistance from the local fire department and law enforcement agency. If the fire forces evacuation of the bus, the crew is responsible for maintaining accountability and security while removing detainees in an orderly fashion.*

### **7. Riots**

*If a riot, fight, or any disturbance occurs on the bus, the assistant driver shall order the detainees to cease and the driver shall attempt to move the bus to the side of the road. If necessary, the crew shall request assistance from the local law enforcement agency. Efforts shall be made to determine the instigators, number of detainees involved, names and A-*

numbers.

*When sufficient assistance is available, the assigned transportation staff shall attempt to regain control, using only as much force (e.g., with restraints or pepper spray) as necessary. Assigned transportation staff may not enter the screened area bearing arms.*

## **8. Traffic Accident**

*The facility administrator shall establish written procedures for vehicle crews involved in traffic accidents.*

*After an accident, assigned transportation staff shall secure the area, request assistance from a local law enforcement agency, and obtain medical assistance for anyone injured. Regardless of the severity of the accident, the assigned transportation staff must report the accident to the local law enforcement agency and the nearest ICE/ERO office. They must also obtain a police report for the record, in case of future allegations or lawsuits against ICE/ERO or individual officers. The driver must record witnesses' names, addresses, and phone numbers on Form SF-94.*

*The assigned transportation staff shall discuss the issue of responsibility for the accident only with their chain of command. Upon arriving at the receiving office, the assigned transportation staff shall report the accident to the Field Office Director, or designee and prepare the required forms.*

## **9. Vehicle Failure**

*The facility administrator shall develop written procedures for assigned transportation staff to follow when the vehicle develops mechanical problems en route.*

*Crew in an ICE/ERO-owned vehicle that develops mechanical problems en route shall attempt to isolate the problem, and shall then contact the nearest ICE/ERO office. Unless the vehicle constitutes a traffic hazard in its current location, the crew shall not move it until instructed to do so. If the assigned transportation staff fail to connect with the ICE/ERO office, they shall try to reach a local law enforcement*

*agency.*

## **10. Natural Disasters**

*The facility administrator shall develop written procedures for transportation officers to follow in the event of severe weather or a natural disaster.*

*In a flood, dust storm, ice storm, tornado or other natural disaster, the vehicle crew shall contact state authorities to assess road conditions along the planned route.*

*If driving conditions are unlikely to improve, the vehicle crew shall look for a safe area to park the vehicle and request further instructions from the receiving office.*

*Should it become necessary to exit the vehicle, the detainees must be directed to a safe area. In such a case, officers must maintain a heightened alertness for the duration of the emergency. When the emergency has passed, the assigned transportation staff shall return all detainees to the vehicle and conduct an accurate count.*

## **T. Transportation of Females and Minors**

*The facility administrator shall develop written procedures for vehicle crews transporting females.*

*Except for emergent or extraordinary circumstances as approved by the Field Office Director(s), females may not be transported by bus for more than ten hours. Otherwise, transportation by auto or van is required, with frequent breaks.*

*Females shall be seated in the front of the vehicle.*

*Minors shall be separated from unrelated adults at all times during transport and seated in an area of the vehicle near officers and under their close supervision.*

*Assigned transportation staff shall search a detainee of the opposite sex only in extraordinary circumstances and only when a same-sex officer is not available.*

*When transporting detainees of the opposite gender,*

assigned transportation staff shall call in their time of departure and odometer reading; and then do so again upon arrival, to account for their time.

Except in emergency situations, a single transportation staff member may not transport a

single detainee of the opposite gender. Further, if there is an expectation that a pat down will occur during transport, an assigned transportation staff member of the same gender as the detainee(s) must be present.

## 2.1 Admission and Release

### I. Purpose and Scope

This detention standard protects the community, detainees, staff, volunteers and contractors by ensuring secure and orderly operations when detainees are admitted to or released from a facility.

This detention standard applies to the following types of facilities housing ICE/ERO detainees:

- Service Processing Centers (SPCs);
- Contract Detention Facilities (CDFs); and
- State or local government facilities used by ERO through Intergovernmental Service Agreements (IGSAs) to hold detainees for more than 72 hours.

*Procedures in italics are specifically required for SPCs, CDFs, and Dedicated IGSA facilities.* Non-dedicated IGSA facilities must conform to these procedures or adopt, adapt or establish alternatives, provided they meet or exceed the intent represented by these procedures.

Various terms used in this standard may be defined in standard “7.5 Definitions.”

For all types of facilities, procedures that appear in italics with a marked (\*\*) on the page indicate optimum levels of compliance for this standard.

### II. Expected Outcomes

The expected outcomes of this detention standard are as follows (specific requirements are defined in “V. Expected Practices”).

1. Each detainee shall be screened to ensure facility safety, security and good order. Searches should be conducted in the least-intrusive manner possible. Absent reasonable suspicion that a detainee is concealing contraband, detainees shall

not be strip searched when entering ICE detention facilities.

2. Each detainee’s personal property and valuables shall be checked for contraband, inventoried, receipted and stored.
3. Each detainee’s identification documents shall be provided to ICE/ERO and, as appropriate a copy placed in the detention file.
4. Medical and mental health screening shall be conducted to identify requirements for medical care, special needs and housing, and to protect the health of others in the facility.
5. Each detainee shall undergo screening interviews and shall complete questionnaires and other forms in accordance with the PBNDS.
6. Each detainee shall be given an opportunity to shower and shall be issued clean clothing, bedding, towels, and personal hygiene items.
7. Each newly admitted detainee shall be kept separated from the general population until health, housing and custody classification is completed but not longer than 12 hours.
8. Each newly admitted detainee shall be oriented to the facility through written material on facility policies, rules, prohibited acts and procedures and, in some facilities, by viewing an orientation video.
9. The facility shall provide communication assistance to detainees with disabilities and detainees who are limited in their English proficiency (LEP). The facility will provide detainees with disabilities with effective communication, which may include the provision of auxiliary aids, such as readers, materials in Braille, audio recordings, telephone handset amplifiers, telephones compatible with hearing aids, telecommunications devices for deaf persons (TTYs), interpreters, and note-takers, as needed. The facility will also provide detainees who are LEP with language assistance, including

bilingual staff or professional interpretation and translation services, to provide them with meaningful access to its programs and activities.

All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency.

Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

10. Detainees shall be released, removed or transferred from a facility only when staff have followed specified procedures and completed required forms.
11. The facility shall maintain accurate records and documentation in an ICE/ERO approved electronic format on all detainees' admission, orientation, discipline and release.

Detainees shall have access to one free telephone call during the admission process as provided in the directive on "Detainee Transfers."

### III. Standards Affected

This detention standard replaces "Admission and Release" dated 12/2/2008.

### IV. References

American Correctional Association, *Performance-based Standards for Adult Local Detention Facilities*, 4th Edition: 4-ALDF-2A-08, 2A-17, 2A-19, 2A-20, 2A-21, 2A-22, 2A-23, 2A-24, 2A-25, 2A-26, 2A-27, 2A-28, 2A-29, 2A-30, 2A-32, 2A-33, 2C-03, 2C-04, 2C-05, 3A-01, 4B-02, 4B-06, 4C-29, 5B-18, 6A-05, 7D-11, 7D-20.

ICE/ERO *Performance-based National Detention Standards 2011*:

- "2.2 Custody Classification System";

- "2.3 Contraband";
- "2.5 Funds and Personal Property";
- "2.10 Searches of Detainees";
- "4.5 Personal Hygiene";
- "5.6 Telephone Access"; and
- "6.1 Detainee Handbook."

*"Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities,"* 79 Fed. Reg. 13100 (Mar. 7, 2014).

## V. Expected Practices

### A. Overview of Admission, Orientation and Release

As detailed below, each facility is required to implement written policies and procedures for the intake and reception of newly arrived detainees, and to provide these detainees with information about facility policies, rules and procedures. At intake, detainees shall be searched, and their personal property and valuables checked for contraband, inventoried, receipted and stored. Each detainee's identification documents shall be secured and given to ICE/ERO. Medical screening protects the health of the detainee and others in the facility, and the detainee shall be given an opportunity to shower and shall be issued clean clothing, bedding, towels and personal hygiene items.

Each new arrival shall undergo screening interviews, and shall complete questionnaires and other forms. For safety, security and good order of the facility, each newly arrived detainee shall be kept separated from the general population until he/she is classified and housed accordingly.

Each new arrival shall be oriented to facility operations through written material in the form of an *ICE National Detention Handbook* or equivalent, covering such issues as access to health care services, sick call and grievance procedures, and

the facility's rules and prohibited acts. In some facilities, they may have an opportunity to view an orientation video.

Before a detainee's release, removal or transfer from a facility, staff must follow specified procedures and complete various forms.

## **B. Intake and Reception**

### **1. Admission Processes**

All facilities shall have in place a written policy and procedure related to the admissions process, which shall include intake and admissions forms and screening forms. Staff members shall be provided with adequate training on the admissions process at the facility. Admission processes for a newly admitted detainee shall include, but not be limited to:

- a. recording basic personal information;
- b. criminal history check;
- c. photographing and fingerprinting, including notation of identifying marks or other unusual physical characteristics;
- d. medical and mental health screenings; and
- e. inventory of personal property.

### **2. Screening of Detainees**

All detainees shall be screened upon admission; screening shall ordinarily include:

- a. screening with a metal detector;
- b. a thorough pat search; and
- c. a search of each detainee's clothing (and issuance of institutional clothing).

Staff shall permit the detainee to change clothing and shower in a private room without being visually observed by staff, unless the staff member has reasonable suspicion to search the detainee in accordance with the following section on "Strip Searches" and standard "2.10 Searches of Detainees." A staff member of the same gender shall be present

immediately outside the room where the detainee changes clothing and showers, with the door ajar to hear what transpires inside. The staff member must be prepared to intervene or provide assistance if he/she hears or observes any indication of a possible emergency or contraband smuggling.

To maintain standards of personal hygiene and to prevent the spread of communicable diseases and other unhealthy conditions within the housing units, where possible, every detainee shall shower before entering his/her assigned unit. During the detainee's shower, an officer of the same gender shall remain in the immediate area as described above.

### **3. Search of Clothing and Personal Items**

Staff shall focus search efforts on commonly used hiding and smuggling places, such as pockets, waistbands, seams, collars, zipper areas, cuffs and shoe exteriors and interiors, including under the inner soles.

Staff shall also inspect all open containers, and inventory and store factory-sealed durable goods in accordance with facility procedures.

Items discovered during the search of a detainee or his/her property shall be identified as:

- a. contraband, and processed in accordance with standard "2.3 Contraband"; or
- b. funds, valuables or other personal property, to be kept in the detainee's possession or inventoried, receipted, stored or mailed to an address provided by the detainee, in accordance with standard "2.5 Funds and Personal Property."

### **4. Strip Searches**

- a. Description  
Staff shall not routinely require a detainee to remove clothing or require a detainee to expose private parts of his/her body to search for contraband.

A strip search must take place in an area that affords privacy from other detainees and from

facility staff who are not involved in the search. Observation must be limited to members of the same sex.

The articulable facts supporting the conclusion that reasonable suspicion exists must be documented.

During all strip searches, a Form G-1025 (Record of Search) or its equivalent shall be completed.

**b. Reasonable Suspicion**

Officers must obtain supervisory approval before conducting strip searches during admission or release. Staff may conduct a strip search during admission and release, only when there is reasonable suspicion that contraband may be concealed on the person. “Reasonable suspicion” means suspicion based on specific and articulable facts that would lead a reasonable detention officer to believe that a specific detainee is in possession of contraband. This “reasonable suspicion” standard is a more permissive (lower) standard than the “probable cause” standard, but it nevertheless requires more than a mere hunch. It must be based on specific and articulable facts—along with reasonable inferences that may be drawn from those facts—that the officer shall document in Form 1025 (or contractor equivalent).

No simple, exact or mathematical formula for reasonable suspicion exists. In order for an officer to ascertain whether or not there is reasonable suspicion to believe that a detainee may have contraband that could pose a threat to him/herself, staff members or other detainees, the officer must review the totality of the individual’s circumstances. As part of this process, an officer could consider certain factors, including but not limited to:

- 1) observation of unusual, surreptitious or suspicious appearance or behavior;
- 2) evasive or inconsistent responses to questions

by law enforcement officers;

- 3) discovery of a weapon or other contraband during a pat search, metal detector scan or other non-intrusive search;
- 4) the detainee’s criminal history, particularly felony or misdemeanor convictions of crimes involving violence, weapons, contraband and illegal substances. Ordinarily, convictions for minor or non-violent offenses shall not be the only basis for reasonable suspicion;
- 5) the detainee’s detention in concurrence with an arrest for a crime of violence; or the detainee’s arrest in possession of a weapon or contraband such as illegal drugs;
- 6) information from law enforcement databases or from other reliable sources suggesting that the detainee has affiliations with terrorist organizations, criminal gangs or organized crime; or
- 7) the detainee’s history during confinement, particularly of violence or possession of contraband.

The lack of identity documents alone does not ordinarily constitute reasonable suspicion.

Before strip searching a detainee to search for contraband, an officer shall first attempt to resolve his/her suspicions through less intrusive means, such as a thorough examination of reasonably available ICE, CBP and other law enforcement records; a pat-down search; a detainee interview; or (where available) the use of a magnetometer or Boss chair. The officer shall document the results of those other, less intrusive, search methods on Form G-1025 (or contractor equivalent).

- c. Gender of Inspector Staff of the same gender as the detainee shall perform the search, except when circumstances are such that a delay would mean the likely loss of contraband. Except in the case of an emergency or exigent circumstance, a

staff member may not perform strip searches of detainees of the opposite gender. When a member of the opposite gender from the detainee must perform a strip search, a staff member of the same sex as the detainee must be present.

When staff members of the opposite gender conduct a strip search, staff shall document the reason for the opposite-gender search in any logs used to record searches and in the detainee's detention file. Special care should be taken to ensure that transgender detainees are searched in private. *\*\* Whenever possible, medical personnel shall be present to observe the strip search of a transgender detainee.*

## 5. Search of Baggage and Personal Property

In accordance with standard "2.5 Funds and Personal Property," each facility shall have a procedure for taking inventory and receipt of detainee baggage and personal property (other than funds and valuables, which are addressed below).

Identity documents, such as passports, birth certificates and driver's licenses, shall also be inventoried and given to ICE/ERO staff.

- a. Facility staff shall prepare an itemized list of the detainee's baggage and personal property using the personal property inventory form, or its equivalent. If a detainee has no baggage, staff shall use a facility container to store his/her personal property.

## 6. Missing Detainee Property

In accordance with standard "2.5 Funds and Personal Property," each facility shall institute procedures for inventory and receipt of detainee funds and valuables.

When a newly arrived detainee claims his/her property has been lost or left behind, staff shall complete a Form I-387, "Report of Detainee's Missing Property." IGSA facilities shall forward completed Forms I-387 to ICE/ERO.

## 7. Medical Screening

To protect the health of the detainee and others in the facility, each facility shall medically screen each newly arrived detainee utilizing IHSC Form 795A, or equivalent, in accordance with standard "4.3 Medical Care."

## 8. Establishment of a Detainee Detention File

As part of the admission process, staff shall open a detainee detention file that shall contain all paperwork generated by the detainee's stay at the facility, in accordance with standard "7.1 Detention Files."

## C. Clothing and Bedding

In accordance with standard "4.5 Personal Hygiene," staff shall issue clothing and bedding items that are appropriate for the facility environment and local weather conditions.

## D. Classification

In accordance with standard "2.2 Custody Classification System" staff shall use the documentation accompanying each new arrival for identification and classification purposes. If the classification staff members are not ICE/ERO employees, ICE/ERO shall provide only the information needed for classification.

Under no circumstances may non-ICE/ERO personnel have access to the detainee's A-file.

The classification process determines the appropriate level of custody for each detainee. Once this is established, staff can issue the detainee clothing or a wristband in the appropriate color for his/her classification level, if applicable.

New detainees shall remain segregated from the general population during the orientation and classification period, to the maximum extent practicable.

## E. Admissions Documentation

An Order to Detain or an Order to Release the detainee (Form I-203 or I-203a), bearing the appropriate ICE/ERO Authorizing Official signature, must accompany each newly arriving detainee. Medical records and/or a book-in packet must accompany the arriving detainee, unless ICE/ERO and facility officials have authorized other arrangements. Staff shall prepare specific documents in conjunction with each new arrival to facilitate timely processing, classification, medical screening, accounting of personal effects and reporting of statistical data.

*Forms requiring completion include, but are not limited to, the Alien Booking Record (Form I-385 or equivalent); the housing assignment card and any others used by the booking entity. Based on a one-on-one interview with the newly arrived detainee, the specially trained detention officer or designated medical officer shall also complete the IHSC Intake Screening Form I-795A or comparable form.*

*For SPCs the following criteria shall apply; CDFs and IGSAs shall develop an equivalent process for processing detainees:*

*The Form I-385 or equivalent, Alien Booking Record or booking card, contains blocks in which the processing officer shall enter information during the admissions process. In some circumstances, the arresting or delivering office shall enter biographical information, including name, sex, age, date of birth, birthplace, country of citizenship, A-number, medical alert, date apprehended, booking office, date of transfer and places involved in transfer (origin and destination).*

*If the arresting/delivering officer has not initiated a Form I-385 or equivalent, the admissions processing officer is responsible for its completion, excluding the release information. The admissions processing officer shall:*

- a. *circle or write the name of the facility receiving the detainee;*

- b. *complete the biographical information in blocks 1, 2, 3, 4, 5 and 6 with information provided in the detainee's A-file or I-385. (The detainee's presence is not required for this step);*
- c. *attach the detainee's photograph to the right of the biographical data;*
- d. *record detainee responses (checking "yes" or "no") to section I interview questions covering recent doctor visits, hospital stays, drug and alcohol abuse and other physical and mental health conditions and concerns (on the forms for male detainees, strike the pregnancy question and enter "N/A");*
- e. *mark the diagrams of the human anatomy, printed to the right of section I, to indicate the approximate locations of any bruises, scars, cuts and other marks and distinguishing characteristics observed on the detainee (if the officer who searches the detainee is not the officer completing the questionnaire, he/she shall likewise mark the diagram);*
- f. *respond "yes" or "no" to the questions in section II, based on general observations of the detainee during the admissions process so far (e.g., compliance with orders, responsiveness, demeanor, etc.);*
- g. *circle the appropriate action of the above questioning in "Section III," below:*
  - 1) *"General Population"—applicable when 100 percent of responses to questions in sections I and II are negative ("no" circled); this authorizes the detainee's release into the facility's general population after health screening has been completed, once the classification level is established;*
  - 2) *"General Population with Referral to Medical Care"—applicable when one or more responses to questions in sections I and II are positive ("yes" circled) and,*

*though this could indicate any of several conditions, none causes immediate concern; the detainee's release into the facility's general population is authorized, with follow-up by the medical department;*

3) *"Referral for Immediate Medical Attention"—applicable when one or more positive responses in sections I and II cause immediate concern for the detainee's physical or mental health; the officer informs the shift supervisor of the need for immediate medical attention; the shift supervisor then contacts the medical department, describes the situation and does as instructed; and*

4) *"Isolation until Medically Evaluated"—applicable when a positive response in section I or II suggests a contagious disease, or when the detainee's behavior during questioning seems threatening to self or others; the officer prepares an administrative segregation order and, in accordance with facility procedures, the detainee is placed in the Special Management Unit (SMU) pending medical review. The medical review shall take place as soon as practical, but no later than 24 hours after isolation, even if this means involving on-call medical staff.*

- h. after completing the form, provide signature and ID number in the signature block and, if the signature is illegible, neatly print name above it;*
- i. print onto a color-coded wristband, if applicable, the detainee's information, including but not limited to the following: name and A-number; housing and bunk assignment; and the Form I-77 number; and*
- j. strap the color-coded wristband, if applicable, around the detainee's wrist in a way that shall not cause circulation problems. Advise the*

*detainee that the wristband must remain on his/her wrist until removed by an officer, and that disregarding this requirement may lead to disciplinary action.*

## **F. Orientation**

All facilities shall have a method to provide ICE/ERO detainees an orientation to the facility as soon as practicable, in a language or manner that detainees can understand. Orientation procedures in CDFs and IGSAs must be approved in advance by the local ICE/ERO Field Office.

*At SPCs, CDFs, and dedicated IGSAs, the facility administrator shall produce an orientation video that covers the required topics listed below and shall screen it for every detainee. The video shall generally be in English and Spanish and provisions shall be made for other significant segments of the population with limited English proficiency. The facility administrator shall establish procedures that ensure the availability of an interpreter for a detainee who does not speak the language(s) used in the video. The interpreter shall be available for orientation and scheduled meetings with the detainee. Outside sources may be used if necessary to ensure compliance with this requirement, consistent with security measures.*

*The orientation shall include the following information:*

- 1. an overview of the facility operations that most affect the detainees;*
- 2. typical detention-case chronology (what most detainees can expect);*
- 3. authority, responsibilities and duties of security officers;*
- 4. procedures for the detainee to contact the deportation officer handling his/ her docket;*
- 5. availability of pro bono legal services, and how to pursue such services in the facility, including accessing "Know Your Rights" presentations*

*(e.g., location of current listing);*

6. *standards of conduct, including acceptable and unacceptable detainee behavior, with an overview of other rules and requirements;*
7. *disciplinary procedures, including criminal prosecution, grievance procedures, appeals process;*
8. *the facility's Sexual Abuse and Assault Prevention and Intervention Program, including (at a minimum):*
  - a. *self-protection;*
  - b. *prevention and intervention;*
  - c. *reporting sexual abuse or assault; and*
  - d. *treatment and counseling.*
9. *introduction to the individual departments (e.g., recreation, medical); the various housing units; and food services, including availability of diets which satisfy religious requirements;*
10. *schedule of programs, services and daily activities, including visitation, telephone usage, mail service, religious programs, count procedures, access to and use of the law library and the general library, and sick-call procedures;*
11. *voluntary work program, with specific details including how to volunteer; and*
12. *how the detainee can file formal complaints with the DHS Office of the Inspector General (OIG).*

Facility administrators at non-dedicated facilities shall, to the extent practicable, produce an orientation video as described above and screen it for all detainees. Facility administrators at non-dedicated facilities shall screen for all detainees any orientation video provided to them by ICE/ERO.

Following the orientation, staff shall conduct a question-and-answer session. Staff shall respond to the best of their ability. Under no circumstance may staff give advice about a legal matter or recommend a professional service. Staff shall also demonstrate

clearly to detainees how to use the telephone system to make telephone calls, including free telephone calls to consulates and free legal service providers.

## **G. Detainee Handbook**

1. In accordance with standard "6.1 Detainee Handbook," every facility shall issue to each newly admitted detainee a copy of the *ICE National Detainee Handbook* (handbook) and local supplement that fully describes all policies, procedures and rules in effect at the facility.
2. The handbook and supplement shall provide a more detailed discussion of the material covered in the video overview. The handbook and supplement shall be in English and Spanish or English and provisions for written translation shall be made for other significant segments of the population with limited English proficiency. Detainees shall be allowed to keep the handbook and supplement with them in their living quarters.
3. If a detainee does not understand the language of the handbook and supplement, the facility administrator shall provide a translator or access to interpreter services as soon as possible for the purpose of orientation. When needed, and in compliance with security regulations, the facility administrator may contact an outside source.
4. As part of the admissions process, the detainee shall acknowledge receipt of the handbook and supplement by signing where indicated on the back of the Form I-385 (or on a separate form).
  - a. The designated spot on the back of the Form I-385 may be a stamped entry containing the date of issue; handbook number, if applicable; initials and ID number of the issuing officer; detainee-signature line; and space for date of return and the receiving officer's initials and ID number.
  - b. The stamp used for the handbook and supplement issuance may contain an identical